MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, March 11, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PRESENTATION

1. Strategic Economic Development Corporation (SEDCOR) of the Mid-Willamette Valley Quarterly Report. –Sarah Coutley; Erik Andersson and Kip Morris, SEDCOR

PROCLAMATIONS

HEALTH AND HUMAN SERVICES

2. Consider approval of a proclamation designating the month of March 2026 as National Problem Gambling Awareness Month in Marion County. –Heidi Johnson

CONSENT

BOARD OF COMMISSIONERS

OLCC License – Recommended Approval

3. S&J Holdings Hitchin Post, LLC, dba, Hitchin Post

4. Approve Amendment #1 to the Memorandum of Understanding with Marion County Public Works to close out the funding agreement for the American Rescue Plan Act (ARPA) – Fargo Sewer Collection System Improvements Project and transfer $230,845.05 in unspent ARPA funds back to the Marion County Board of Commissioners for reallocation to other ARPA projects.

5. Approve Amendment #1 to the Memorandum of Understanding with Marion County Public Works to close out the funding agreement for the American Rescue Plan Act (ARPA) – Parkdale Park Development Project and transfer $34,037.62 in unspent ARPA funds back to the Marion County Board of Commissioners for reallocation to other ARPA projects.
Revised 3/11/2026: Motion made and approved to remove this item from the agenda.

BUSINESS SERVICES

6. Approve the Contract for Services with Power Systems West, LLC, in the not-to-exceed amount of $119,726.10 for the repair of a generator located at Marion County Public Works, and the rental of a temporary portable generator through June 30, 2026.

DISTRICT ATTORNEY'S OFFICE

7. Approve the incoming funds 2026 Violence Against Women Act (VAWA) grant agreement with the Oregon Department of Justice, Crime Victim and Survivor Services Division, in the amount of $108,508.27 to support the provision of direct services for victims of domestic violence retroactive to January 1, 2026, through December 31, 2026.

INFORMATION TECHNOLOGY

8. Approve a Purchase Order with CDW Government, LLC, in the amount of $761,301.52 for the purchase of hypervisor software maintenance through March 21, 2031.

PUBLIC WORKS

9. Approve an order to adopt the findings approving the Bio Clean Industries Corporation application, attached as "Exhibit 1", and the Franchise Agreement, attached as "Exhibit 2", for the operation of a regulated medical waste transfer facility.

10. Approve an order to establish a temporary designated speed zone on a portion of Brooklake Road NE to facilitate public safety during construction for the Brooks Community Service District (BCSD) Drinking Water Improvements Project.

11. Approve the Construction Contract with CPM Development Corporation, dba, Siegmund Excavation and Construction in the amount of $147,857.50 to provide construction services for the Salmon Falls Park Improvements Project through August 31, 2026.

TREASURER'S OFFICE

12. Approve an order to establish a petty cash fund for the Marion County Health and Human Services, Rural Services Team in the amount of $100 for small departmental purchases and to reimburse parking fees to county employees parking at pay stations.

13. Approve an order to establish a petty cash fund for Marion County Health and Human Services, Addiction Treatment Services in the amount of $100 for small departmental purchases and to reimburse parking fees to county employees parking at pay stations.

ACTION

PUBLIC WORKS

14. Consider the adoption of an administrative ordinance for Zone Change Case #25-002 / Creative Electric, LLC. –John Speckman

15. Consider approval of the Construction Contract with K&E Excavating, Inc. in the amount of $7,257,067 which utilizes federal funding in the estimated amount of $6,511,766 and county funding in the estimated amount of $745,301, to provide construction for the North Fork Slide Stabilization – Slide 2 Project on North Fork Road near milepost 5 through April 30, 2027. –Ryan Crowther

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

None.

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: March 11, 2026

Department:

Title: SEDCOR Quarterly Report

Management Update/Work Session Date: NA **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Sarah Coutley **Phone:** 503-589-3276

Requested Action:

At the March 11, 2026 Board Session, representatives from the Strategic Economic Development Corporation (SEDCOR) including Erik Andersson, SEDCOR President, and Business Retention & Expansion Manager, Kip Morris, will be providing a report on their activity for Marion County Business Retention & Expansion.

Issue, Description & Background:

In 2023, Marion County approved an agreement with SEDCOR. SEDCOR is a local non-profit specializing in economic development and business outreach. The agreement with SEDCOR was for engagement of business recruitment, retention, and expansion efforts in Marion County in order to enhance the Economic Development Program's capacity toward realizing the economic development strategic plan goals. Within their agreement with Marion County, SEDCOR is required to provide a quarterly report that includes a summary of activities.

Financial Impacts:

The agreement set in 2023 allocates $160,000 each fiscal year for SEDCOR to perform business recruitment, retention, and expansion services. The current agreement was recently amended and is set to expire on June 30, 2026.

Impacts to Department & External Agencies:

None

List of attachments: SEDCOR Quarterly Report

Presenter: Sarah Coutley, Economic Development Specialist; Erik Andersson, SEDCOR President; Kip Morris, SEDCOR's Business Retention & Expansion Manager

Department Head Signature: Kelli Wise

SEDCOR Report to Marion County Commission

Quarter Ending December 31, 2026

Presented by:

Erik Andersson

Kip Morris



SEDCOR

Helping our region's most vital and innovative businesses thrive.

SEDCOR: What We Do

Leverage public and private partnerships to successfully grow, retain and attract high value jobs and capital investment

LAUNCH
Marion | Polk | Yamhill
Mid-Valley
Regional Innovation Hub

Mid-Valley Angel Fund
Powered by SEDCOR

NORTHWEST AG INNOVATION HUB
POWERED BY SEDCOR



Expansion, Retention & Targeted Recruitment of Traded Sector Businesses

- Van's Aircraft
- Kaufman Companies
- Champoeg Farms/Kramer Farms/Luthi Lamb Co.
- Valley Fab





Expansion, Retention & Targeted Recruitment of Traded Sector Businesses

- CabDoor
- Pacific Coast Producers
- Project Barber Pole





Innovation & Entrepreneurship

- Launch Mid-Valley Regional Innovation Hub
  - $385,000 in funding from Business Oregon for Mid-Willamette Valley Innovation Hub
  - Launch Mid-Valley Coffee Clubs (in Salem & Silverton)
  - Planning Pitch Willamette 2026 in Salem
- Latino Microenterprise Development Program
  - Cohort #10 completed in Salem
  - SEDCOR approved for an additional $130,000 to continue programming through June 2027
  - New Salem cohort announced in January







Infrastructure & Workforce Development

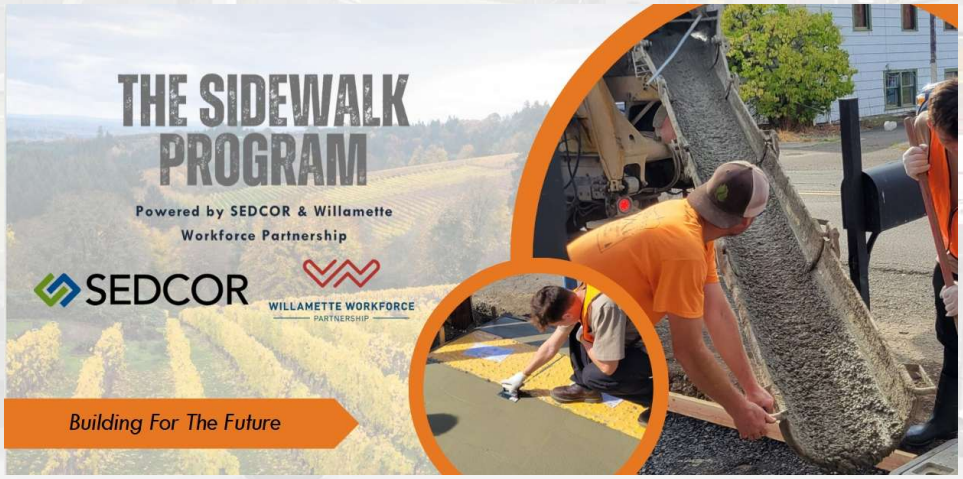
- SEDCOR Construction Alliance
  - Continues to support the construction industry through community projects, establishing career pathways, and connecting service providers.
    - Pre-Apprenticeship (JFK HS)
    - Oregon Employability Skills (OES)
    - Willamette Workforce Partnership
      - Youth Employability Program
      - Train to Retain Program



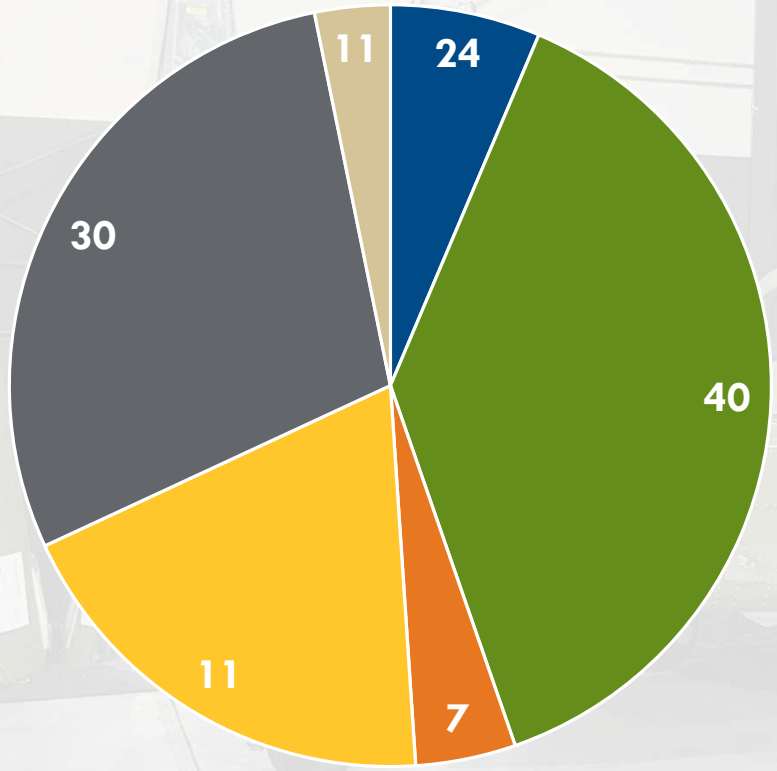


Infrastructure & Workforce Development

- North Marion County Business Services Alliance
  - Participating in two business services fairs at the Chemeketa Woodburn Campus and Chemeketa Brooks Campus February 18th & March 18th.
- Silverton/Mt. Angel Enterprise Zone
- Sidewalk Program



Metrics



- Community Visits
- Business Visits
- SEDCOR Events in Marion County
- Partner Hosted Events
- Committee Meetings
- Trainings



Events & News

- Sidewalk Program Lunch & Learn with WWP
  - About 40 attendees
- Pop Up & Pitch Marketplace
  - 20 local food and beverage vendors
  - Over 200 attendees



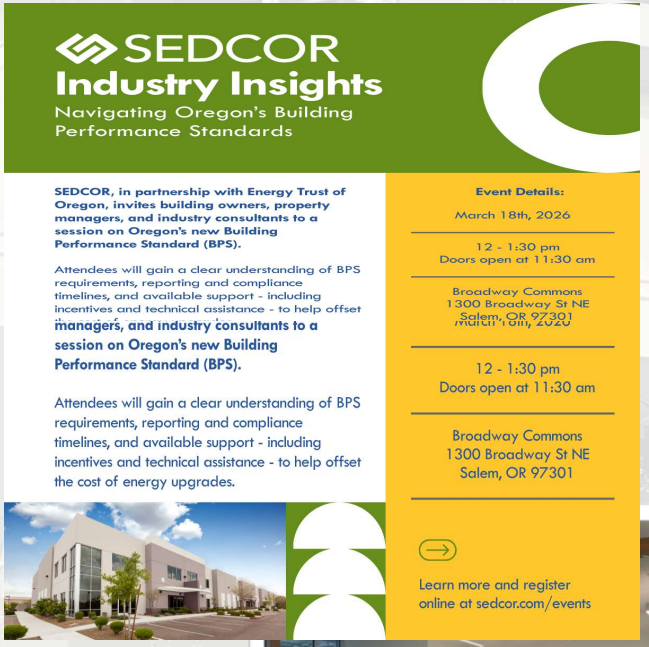




Upcoming Events

- 2026 SEDCOR Ag Breakfast
  - **February 13th**
- SEDCOR Winter Industry Tour at GK Machine
  - **February 19th**
- SEDCOR Industry Insights: Navigating Oregon's BPS
  - **March 18th**
- Spring Industry Tour*
- SEDCOR Mid-Valley Economic Summit
  - **April 23rd**
- Annual Golf Tournament: Par for the Panel
  - **June 5th**

**still in the works*





Mid-Valley Regional Identity

In five years, we want the Mid-Willamette Valley to be known as…



A great place to start or grow a business



An equitable and inclusive business community



A region with unique strengths in agriculture, food production, manufacturing, and technology



Thank you!



SEDCOR

Helping our region's most vital and innovative businesses thrive.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, March 11, 2026, 9:00am

Department: Health & Human Services

Title: March is National Problem Gambling Awareness Month

Management Update/Work Session Date: 3/3/2026 **Audio/Visual aids** ☐

Time Required: 10 **Contact:** Samantha Andress **Phone:** 503-585-4903

Requested Action:

Having the Board of Commissioners support and issue a Proclamation which aligns with national and state efforts and increases credibility of County programs. It also brings the issue of problem gambling to public focus, increases community awareness of risks, generates support for prevention and treatment efforts and connection to free effective local resources in our community.

Issue, Description & Background:

The National Council on Problem Gambling and the State of Oregon have declared March 2026 as Problem Gambling Awareness Month. In Marion County, problem gambling is often overlooked and not widely recognized as a public health issue. However, in Oregon, 9% (approx. 310,410 adults) are at moderate risk (at-risk population), 6% (approx. 206,940 adults) are in the high-risk category, and of those at high risk, 3% (103,470 adults) meet the clinical criteria for Gambling Disorder.
This issue significantly affects local residents of all ages and backgrounds, leading to serious personal, social, health, and financial consequences.
In past years Marion County has supported and issued a proclamation for Problem Gambling Awareness Month, which aligns with national and state efforts and increased credibility of County

Financial Impacts:

Impacts to Department & External Agencies:

List of attachments: PowerPoint Presentation; Proclamation

Presenter: Heidi Johnson, HE3 Problem Gambling Prevention Program

Department Head Signature: Ryan Matthews

Digitally signed by Ryan Matthews
Date: 2026.02.12 15:04:56 -08'00'

Problem Gambling Prevention in Marion County

Heidi Johnson, Problem Gambling Health Educator

Marion County Health Promotion & Prevention

Marion County
OREGON
Health & Human Services

Importance of Awareness



PROBLEM GAMBLING AWARENESS MONTH

CARING COMMUNITIES, STRONGER FUTURES

Problem Gambling:

Continuation of gambling activities despite negative personal, social, or financial consequences.

- Importance of Increasing Awareness:
  - Lower stigma and shame around seeking help
  - Promote responsible gambling
  - Decrease negative individual and social impacts, including:
    - Financial instability
    - Strain on families and relationships
    - Criminal justice involvement
    - Co-occurring mental health and substance use concerns

2026 Problem Gambling Awareness Month

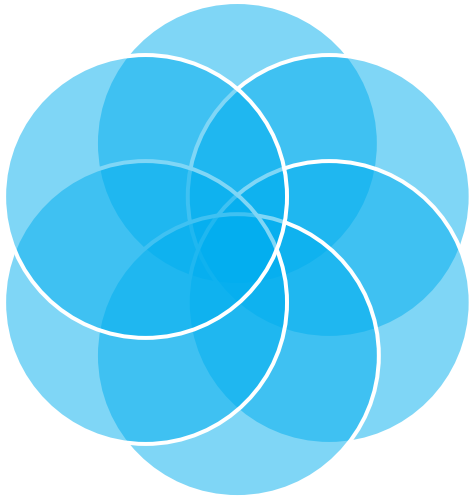


“Caring Communities, Stronger Futures” emphasizes the importance of a community-driven approach to problem gambling awareness and support. When a community comes together, friends, families, educators, healthcare providers, local partners and policymakers, silence is replaced with support and isolation is replaced with connection.

Awareness Initiatives & Accomplishments

Middle School Art Search

Outreach & Education



ILEAD Youth Summit

Strengthening Connection

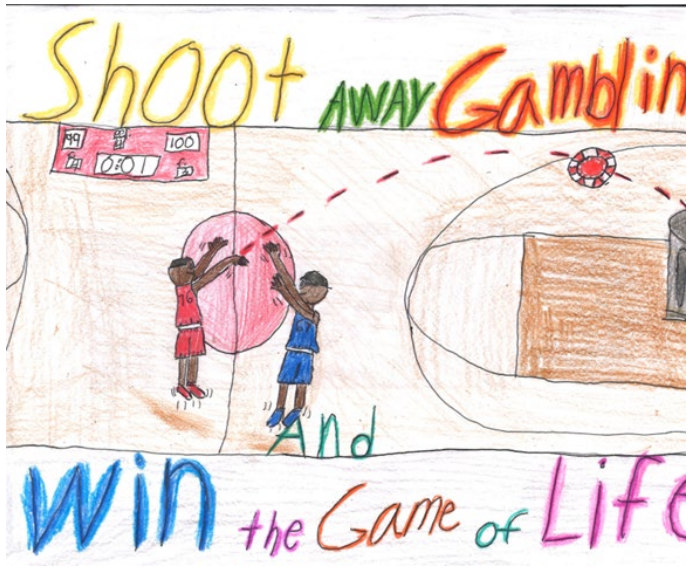
Healthy Choices Video Contest

Community Readiness Assessment

Middle School Art Search

- Annual Marion County Middle School Art Search featuring over 150 entries from youth across the county
- Voting is conducted internally among all Marion County employees and serves as an awareness-building tool
- Top 12 student artists are recognized and surprised with awards at school assemblies or in their classrooms
- The winning artwork is showcased in an awareness calendar and distributed throughout the county to promote awareness

[Join Middle School Art Search]





ILEAD Youth Summit



- Engages youth in leadership, personal growth and life readiness
- Integrates mental health, substance use, and problem gambling prevention into leadership development
- Promotes financial literacy and risk awareness
- Strengthens protective factors through skill-building





Strengthening Youth Protective Factors

- Healthy Choices Video Contest
  - Partnership with Polk County, Capital Community Media & Salem Health
  - 12 video submissions
  - More than 30 youth participants
  - Community red carpet awards event for participants, families and educators

Problem Gambling Community Readiness Assessment

- Purpose:
  - Gauge awareness and readiness to address problem gambling
  - Identify gaps in resources, education, and support
- How CRA is Conducted:
  - 8 interviews in different community sectors throughout Marion County
  - Score interviews to determine readiness level
- Why it Matters:
  - Provides a baseline and a measure of progress
  - Informs program initiatives to better meet community needs
  - Strengthens partnerships and community support



Building Connection Builds Prevention

- Strong relationships with family, peers, and community reduce the risk of problem gambling, mental health challenges, and substance misuse
- Connection fosters resilience & healthy coping skills
- Collaborative prevention efforts like PG and MH programs, strengthen community supports
- Early engagement in supportive networks prevents escalation of risky behaviors



Outreach and Education

- Education on stress coping tools and tabling events
- Collaborating with Mental Health Promotion to create power of social connection presentations
- Community and classroom education presentations
- Outreach events at colleges



Program Objectives for 2026

- Strengthen community prevention efforts
- Increase awareness of problem gambling
- Promote protective factors among youth
- Encourage responsible gambling
- Reduce stigma and improve access to help

Youth: Build resilience among youth

Community: Increase awareness through BOC Proclamation

Universal: Continue connection planning

Where to Find Help





- Anyone struggling with gambling can receive free help!
- Those who are impacted by someone else's gambling can also receive help
- Visit OPGR.org or 1-877-MY-LIMIT
- New resource: Evive
  - Available to any Oregon resident to help build self-awareness and healthier gambling habits
  - Offers personalized, evidence-based, 24/7 support, including tools to track behavior and set limits

Thank You for Your Consideration for Problem Gambling Awareness Month!

Heidi Johnson

Problem Gambling Health Educator

Marion County Health Promotion & Prevention

503-576-2860 | 971-428-7586

Hejohnson@co.marion.or.us

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of proclaiming the month of March 2026 as Problem Gambling Awareness Month in Marion County.	)))

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on March 11, 2026

WHEREAS, the National Council on Problem Gambling and the State of Oregon have designated March 2026 as Problem Gambling Awareness Month; and

WHEREAS, the health of Marion County residents is of utmost importance to the well-being of Marion County as a whole; and

WHEREAS, problem gambling is a public health concern impacting Marion County residents of all ages and backgrounds in all communities, and has significant personal, social, health, and financial repercussions; and

WHEREAS, problem gambling is treatable, and treatment is effective in minimizing this harm to both individuals and society as a whole; and

WHEREAS, Marion County is dedicated to reducing the negative effects of gambling for all Marion County residents through balanced policies and effective systems of problem gambling services such as targeted prevention programs and treatment services; now, therefore

IT IS HEREBY PROCLAIMED that the month of March 2026 is Problem Gambling Awareness Month in Marion County.

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chairperson

_____
Commissioner

_____
Commissioner

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

Marion County Clerk, Bill Burgess
3 MAR '26 AM8:45

NO. 20168

In the Matter of the Application of Hitchin Post

For a recommendation regarding the application to the Oregon Liquor Control Commission for change of ownership

RECOMMENDATION

This matter coming before the Board of County Commissioners on the application of Hitchin Post 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

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): S&J Holdings Hitchin Post LLC

Proposed Trade Name: Hitchin Post

Premises Address: 8046 River Rd NE Unit:

City: Salem County: Marion Zip: 97303

Application Type: ○ New License Application ◉ Change of Ownership ○ Change of Location

License Type: OLCC ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Sherman Harris Phone: [redacted]

Mailing Address: [redacted]

City: [redacted] State: OR Zip: [redacted]

Email Address: [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

Local Government Recommendation – Liquor License

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

Legal Entity/Individual Applicant Name(s): S&J Holdings Hitchin Post LLC

Proposed Trade Name: Hitchin Post

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 county

Optional Date Received Stamp

Date Application Received:

Received by: Shay Murray

Marion County Clerk, Bill Burgess
3 MAR '26 AM8:46

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

BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	S&J Holdings Hitchin Post LLC
Trade Name	Hitchin Post
Premises Street Address	8046 River Rd NE Salem, OR 97303
License Type	Liquor

Business Contact	Sherman Harris
Mailing Address	[redacted]
Phone Number	[redacted]
Email Address	[redacted]

Operating Hours

Day of Week	Open Time	Closed Time
Monday	730 AM	1 AM
Tuesday	730 AM	1 AM
Wednesday	730 AM	1 AM
Thursday	730 AM	1 AM
Friday	730 AM	1 AM
Saturday	730 AM	1 AM
Sunday	8:00 AM	1 AM

Seasonal Variation: Yes ☐

Explanation

☐ Not open to the public or by appointment only

Seating Count

Restaurant Seating #: 132 Outdoor Seating #: 20 Other Seating #: _____

☐ 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:

Rev: 7.15.25

Docusign Envelope ID: E2091774-1E07-4F76-9659-B42F6C03D26C

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/11/2026

Department: Public Works

Title: Project Closure Request for Fargo Sewer Collection System Project

Management Update/Work Session Date: 2/17/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Brian Nicholas **Phone:** x7943

Requested Action:
Approve Amendment #1 to BO-6253-24 between the Marion County Board of Commissioners' Office and Marion County Public Works Department and the associated American Rescue Plan Act (ARPA) project closure request, decreasing total granted funds by $230,845.05, from $400,000.00 to $169,154.95, for the ARPA - Fargo Interchange Service District Sewer Collection System Improvements.

Issue, Description & Background:
The Fargo Interchange Service District (FISD) was formed in 1992 to provide sewer services to the surrounding commercial businesses of Ehlen Road and the I-5 interchange. The system is operated and maintained by Marion County Public Works as a service to the FISD. Wastewater from this system is sent to the City of Donald's wastewater treatment plant to be treated. FISD's treatment allocation at the Donald treatment plant is limited. The Project constructed improvements to the existing FISD collection system. One of many benefits of this project will be the reduction of groundwater intrusion into the collection system, which will free up sewer capacity for new development. Amendment 1 enables Public Works to close out the funding agreement and assign funds back to the Board's Office for reallocation to other ARPA projects.

Financial Impacts:
This amendment will allow $230,845.05 in ARPA funds to be reallocated to other ARPA projects.

Impacts to Department & External Agencies:
None

List of attachments:
Amendment #1 to BO-6253-24, Project Closure Request

Presenter:
Shane Ottosen

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2026.02.05 15:01:30 -08'00'

Docusign Envelope ID: E2091774-1E07-4F76-9659-B42F6C03D26C

Contract Review Sheet

Grant Agreement **BO-6253-24 - Am1**

Title: **ARPA Fargo Sewer Collection System Improvements**

Contractor's Name: **Public Works Department**

Department: **Board of Commissioners** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4388**

Term - Date From: **Execution** Expires: **December 31, 2026**

Original Contract Amount: **$ 400,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ (230,845.05)** New Contract Total: **$ 169,154.95** Amd% **-58%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **1024**

Description of Services or Grant Award

2021 Marion County ARPA Funds Application Round 1 Grant Award for: on behalf of behalf of Fargo Interchange Service District - Fargo Sewer Collection System Improvements.

Amendment 1 - Project completed - transfer $230,845.05 to Board's Office (BO-6253-24) for reallocation to another ARPA project.

Desired BOC Session Date:	**3/11/2026**	Contract should be in DocuSign by:	**2/18/2026**
Agenda Planning Date	**2/26/2026**	Printed packets due in Finance:	**2/24/2026**
Management Update	**2/17/2026**	BOC upload / Board Session email:	**2/25/2026**

BOC Session Presenter(s) **Shane Ottosen** Code: **Y**

REQUIRED APPROVALS

DocuSigned by:
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Finance - Contracts	2/20/2026 Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

Docusign Envelope ID: E2091774-1E07-4F76-9659-B42F6C03D26C

County Commissioners
Danielle Bethell, Chair
Colm Willis
Kevin Cameron

Chief Administrative Officer
Jan Fritz

Director
Brian Nicholas, PE

Deputy Director
Dennis Mansfield

MARION COUNTY PUBLIC WORKS
FARGO INTERCHANGE SERVICE DISTRICT

MEMO

To: Jan Fritz, Chief Administrative Officer, Marion County

From: Dennis Mansfield, District Secretary, Fargo Interchange Service District

CC: Jeff White, Brian Nicholas, Scott Norris

Date: 2/5/26

Re: Fargo ARPA Funding Request

The Fargo Interchange Service District (FISD) requested, and subsequently received American Rescue Plan Act (ARPA) funding of $400,000 to support sewer collection system improvements. on behalf of the Fargo Interchange Service District for the sewer collection system improvements.

The Fargo Sewer Collection System Improvements is completed. As such, this memo is to request to transfer $230,845.05 in unspent ARPA funds to the Board's Office to be reallocated to other ARPA projects.

DocuSigned by:
D17E8D9261374C6...
Dennis Mansfield, District Secretary

DocuSigned by:
Brian Nicholas
9793BA7ACD6D443...
Brian Nicholas, Public Works Director

Jan Fritz, Chief Administrative Officer

Docusign Envelope ID: E2091774-1E07-4F76-9659-B42F6C03D26C

Marion County
OREGON

AMENDMENT 1 to BO-6253-22
the MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY BOARD OF COMMISSIONERS
and PUBLIC WORKS DEPARTMENT

This Amendment No. 1 to the Memorandum of Understanding (as amended from time to time, the "MOU"), dated December 18, 2024, between Marion County Board of Commissioners Office, hereinafter referred to as "Board", and Marion County Public Works Department, hereinafter referred to as "Department".

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. **Recitals**

A. WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The ARPA/SLFRF program is to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

B. WHEREAS, the total ARPA/SLFRF funds allocated to Marion County, as published by the U.S. Treasury, is $67,559,569, may use funds that meet ARPA/SLFRF eligibility requirements; and

C. WHEREAS, Marion County Public Works, a department within Marion County, submitted an application to the Board for $400,000 in ARPA/SLFRF relief funds to support Fargo Sewer Collection System Improvements; and

D. WHEREAS, during a meeting on January 26, 2022, the Board approved the application from the Department; and

Agreement

NOW THEREFORE, the parties understand as follows:

2. **Incorporation**

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This MOU includes the following exhibits which are incorporated herein:

- Exhibit A.1 (The Amended Application Dated December 31, 2025)
- Exhibit A.2 (ARPA Amendment & Budget Adjustment Narrative)
- Exhibit A.3 (Marion County ARPA Closeout Information and Documentation)

3. **Consideration; Reporting**

The Board has agreed to make an award of funds to the Department not-to-exceed amount of ~~Four Hundred Thousand Dollars~~ One Hundred Sixty-Nine Thousand, One Hundred Fifty-Four Dollars and Ninety-Five Cents ($169,154.95) (the "Grant"). Grant disbursements shall be a

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reimbursement of funds to Department, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.

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: _____
Chief Administrative Officer — Date

Authorized Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443... — 2/24/2026
Department Director or designee — Date

Reviewed by Signature: _____
Marion County Legal Counsel — Date

Reviewed by Signature: DocuSigned by: A3538E7AEC704F4... — 2/20/2026
Marion County Contracts & Procurement — Date

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2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1 Amended (December 31, 2026)

Organization Name: Marion County Public Works Department (on behalf of the Fargo Interchange Service District

Project Title: Fargo Sewer Collection System Improvements

ARPA Funding Category: 5.2 Centralized Wastewater Collection and Conveyance

I. Organization Information

Legal Name of the Organization: * Marion County Public Works Department

Doing Business As (DBA) Name (if applicable): _____

Employer Identification Number (EIN): * [redacted]

DUNS Number: ** [redacted]
**Organization must be able to obtain a DUNS Number by the time the Contract is executed

Organization Street Address: * 5155 Silverton Road NE

City: Salem State: OR Zip Code: 97305

Organization Mailing Address: _____
(if different from street address)

City: _____ State: _____ Zip Code: _____

Organization Website: * https://www.co.marion.or.us/PW
(Please enter "N/A" if none)

Applicant Name: * Brian Nicholas

Applicant Title: * Public Works Director

Applicant Mailing Address: _____
(if different from organization mailing address)

City: _____ State: _____ Zip Code: _____

Applicant Phone: * (503) 588-7943 Applicant E-mail: * bnicholas@co.marion.or.us

Project Contact: _____
(If different from applicant)

Project Contact Phone: _____ Project Contact E-mail: _____
* Response required for application to be considered complete

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II. Project Information (*not exceed a total of 25 single-sided, 8.5" x 11" numbered pages*)

1. Describe the organization that will manage the project and include the following:

The Fargo Interchange Service District (FISD) was formed in 1992 by Marion County to provide sewer service to commercial, industrial and residential properties in the immediate vicinity of the I-5: Aurora-Donald Interchange. FISD is managed through an intergovernmental agreement with Marion County Public Works. Marion County will continue to manage FISD as well as the project described in this grant application.

a. Total estimated project budget is **$169,154.95** ~~**400,000.00**~~.

b. Estimated start date and completion dates

Start Date: Project design is already underway
Construction Completion Date: December 31, 2026

c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.

1. Brian Nicholas, PE, Marion County Public Works Director
   Role in Project: Department Head

2. Dennis Mansfield, Deputy Public Works Director
   Role in Project: FISD Secretary (District Administrator)

3. Shane Ottosen Jr., PE, Marion County Public Works Engineering Associate
   Role in Project: FISD District Engineer

4. Walter Fenn, Jr., Marion County Public Works Wastewater Specialist
   Role in Project: FISD Water and Wastewater Operator

2. Describe the project need and the impact the project will have on the local community and Marion County.

FISD collects municipal wastewater from the FISD service area and delivers it to the City of Donald's wastewater treatment plant where it is treated. FISD has a fixed capacity to collect and transmit raw wastewater for treatment, which significantly limits economic development within the FISD service area. This Project will improve FISD's existing wastewater collection system to increase collection capacity and reduce groundwater infiltration, which will create new economic development opportunities in the vicinity of the I-5: Aurora-Donald Interchange.

3. Describe the project proposal to be accomplished. Identify each project element and include a timeline and key team member(s) who will work on the project.

This Project will ~~extend and upsize~~ cap unused and unusable existing FISD sewer ~~collection mainline pipes and cap unused and unusable~~ service laterals. The project will also identify, clean and repair damaged mainline and/or service laterals to reduce inflow and infiltration in our system. All construction will be performed by a commercial contractor under a competitively bid construction contract. Shane Ottosen, PE, Engineering Associate, will perform design, engineering and

Docusign Envelope ID: E2091774-1E07-4F76-9659-B42F6C03D26C

construction oversight. Brian Nicholas, PE, Public Works Director will review and approve all contract documents.

4. **Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines, see State and Local Fiscal Recovery Funds (marion.or.us). https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx**

   This Project will construct~~ion~~ capital improvements to an existing municipal wastewater collection system, which is eligible under ARPA Eligibility Category 5.2 Centralized Wastewater Collection and Conveyance.

   a. **Describe how the project meets the ARPA period of performance.**

      Bidding and award of the proposed construction contract will be completed by December 31, 2024, and all construction and incurrence of all eligible costs will be completed by December 31, 2026.

5. **Is this project included in an adopted City/County or organization's plan or another documented community need? For example: City Infrastructure Master Plan, City Economic Development Plan, City Transportation Plan or City Strategic Plan, etc.**

   Not directly. This project will defer the need for costly expansions to the City of Donald wastewater treatment plant while accommodating economic development. Future wastewater treatment plant expansion is covered in Donald's adopted wastewater treatment plant master plan.

6. **Describe the organization's experience as a subrecipient. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.**

   Marion County manages FISD through an intergovernmental agreement. Marion County has extensive experience in successfully managing and reporting as a subrecipient for federal projects. Procurement of goods and services is completed in compliance with the Marion County Contract Review Board Rules and Regulations (MC/CRBRR) and ORS. Marion County is Certified by ODOT in: Design; Advertising, Bid, & Award; Construction Contract Administration, Direct Appoint Consultant Selection, and Formal/Informal Consultant Selection. Marion County has 15 federal-aid projects to deliver in the current Statewide Transportation Improvements Program (STIP). A single audit for federal projects conducted for FY2019-20 financial transactions resulted in no findings. The county also follows retention record requirements and successfully submits numerous grant reimbursement requests annually. Each grant is closely monitored to ensure expenses are appropriately accounted for.

7. **Identify and describe partnerships the organization has secured to assist with the project?**

   There are no other organizations involved with this Project.

8. **Describe how the operations will be funded after the project is complete.**

   This Project will not increase annual operating costs for the FISD. Long term maintenance of newly construction infrastructure will be performed utilizing regular utility fees collected from FISD customers.

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9. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments. Include the source(s) and amount(s) applied for, and any awards received.

None.

10. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for. Include the source(s) and amount(s) applied for, and any awards received.

None.

11. If the total ARPA funding request is not granted, how will the organization be able to complete the project?

There is no other means to complete this Project.

12. Describe how the project will meet project deadlines – include engineering. Identify any reports or other information related to the project such as completed engineering, architectural, or design studies or other technical studies required for the project. Identify the name and a brief description of the completed study. Marion County will request copies of these studies during the technical review period.

Design is 90% complete and the bid package is being prepared as of the date of this funding application. The Project is on schedule to bid this Fall, award by December 31, 2024, and construct during the 2025 construction season.

13. Provide any additional information related to the project.

Docusign Envelope ID: E2091774-1E07-4F76-9659-B42F6C03D26C

Attachment 1. Attestation Form

APPLICANT NAME: Brian Nicholas, Marion County Public Works Director

ADDRESS: Marion County Public Works Department, 5155 Silverton Road NE, Salem, Oregon, 97305

PHONE NUMBER: 503.588.5036 EMAIL: bnicholas@co.marion.or.us WEB SITE: www.co.marion.or.us/PW

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: ☐Corporation ☐ Sole Proprietor ☐ Partnership
☐ S Corporation ☐ Non-Profit ☑Government
☐ Other: _____

CERTIFICATION/LICENSE NUMBER: _____

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

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the Application.
4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;

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5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: 

Print Name: Brian Nicholas

Title: Public Works Director

Contact Person (Type or Print): Dennis Mansfield

Telephone Number: (503) 365-3111

Email: dmansfield@co.marion.or.us

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

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Exhibit A.2 Fargo Amendment and Adjustment Request Form

	Organization Name:	**Marion County Public Works**
	Project Title:	ARPA Fargo Sewer Collection System Improvements
	Date of Request:	2/5/26
	Name of Person Completing Request:	Alicia Jones
	Title of Person Completing Request:	Grant/Contracts Compliance Analyst
	Phone # of Person Completing Request:	503-373-4320
	Original MC ARPA Award/Contract:	$ 400,000.00
	Amount Expended:	$ 169,154.95
	MC ARPA Award/Contract Number:	BO-6253-22

Step 1: Please respond to each question/statement below.		
#	**Question**	**Answer**
1	Why are you requesting a program amendment (What circumstances impact this request)?	The project didn't utilize all the provided funds. The remaining funds can be redistributed to other ARPA funded projects as needed.
2	Using the approved contract, specifically identify the text requested to be edited/removed. Enter the original text from the contract with strikeouts for text to be removed and bold text for text to be added. *Option: If it would help for clarity, submit the pertinent section of the approved contract with strike outs and bold text as described above .* **If Marion County requires a contract scope change, use Tab 3 "Scope Change Request" to answer this question.**	
3	How will the requested change affect the project?	There is no change to the project. The project is complete.
4	Will the requested change maintain the integrity of the original ARPA category (e.g. Negative Economic Impact, Water & Sewer Infrastructure, Public Health)?	Yes
5	How will the requested change affect the original contractual timeline?	No change to the original contractual timeline.
Step 2: If a budget adjustment is also being requested, answer Question #6 and complete Tab 2.		
6	How will the requested change affect the original MC ARPA budget?	The remaining unspent funds can be redistributed to other ARPA projects.

By completing this request, person completing this form certifies and attests that, to the best of my knowledge, all information provided in this form is true and accurate and I have the authority to represent the organization in this request.

Submit via email to: ARPArecovery@co.marion.or.us

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Project Budget Worksheet

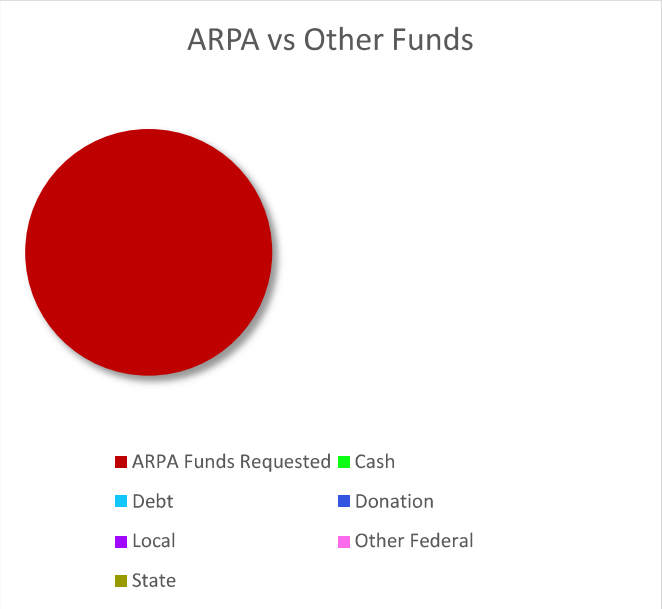
Organization Name:	Marion County Public Works			Date:	
Project Title:	ARPA Fargo Sewer Collection System Improvements				
Please provide a line item detailed budget for the project costs.					
CATEGORY	ORIGINAL ARPA BUDGET	REVISED ARPA REQUEST	OTHER FUNDS (if applicable) AMOUNT	OTHER FUNDS (if applicable) SOURCE	TOTAL
Materials and Services					
Construction Contract	326,961	114,000			114,000
					-
					-
					-
					-
					-
					-
					-
Totals	**$ 326,961**	**$ 114,000**	**$ -**		**$ 114,000**
Equipment or Capital Purchases					
					-
					-
					-
					-
					-
					-
					-
Totals	**$ -**	**$ -**	**$ -**		**$ -**
Personnel Costs					
Project Engineer	10,000	10,000			10,000
Construction Engineer	43,460	40,000			40,000
Wastewater Specialist	7,579	2,155			2,155
					-
Totals	**$ 61,039**	**$ 52,155**	**$ -**		**$ 52,155**
Administrative					
Accountant	12,000	3,000			3,000
					-
Totals	**$ 12,000**	**$ 3,000**	**$ -**		**$ 3,000**
Grand Totals:	**$ 400,000.00**	**$ 169,154.95**	**$ -**		**$ 169,154.95**

	Yes	No (explain)	Explanation
Confirm that the new total MC ARPA Budget is equal to or less than the total original MC ARPA award.			

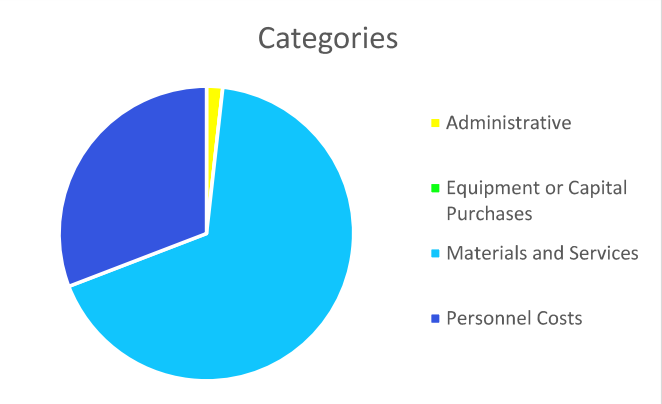
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Project Budget Summary

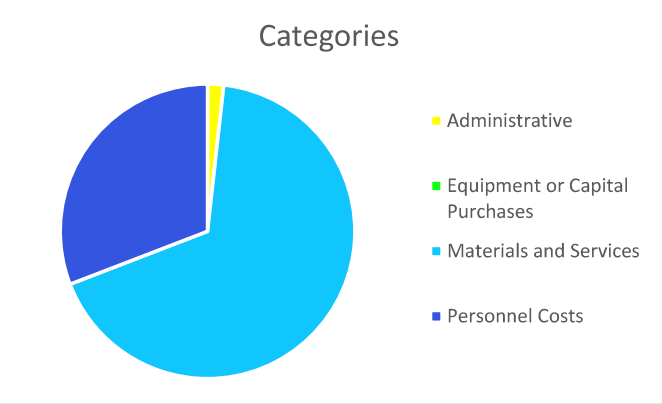
Total Project Budget	$	169,155
ARPA Funds Requested	$	169,155
Other Funds	$	-
Cash	$	-
Debt	$	-
Donation	$	-
Local	$	-
Other Federal	$	-
State	$	-



Total Project Budget	$	169,155
Categories		
Administrative	$	3,000
Equipment or Capital Purchases	$	-
Materials and Services	$	114,000
Personnel Costs	$	52,155



Total ARPA Project Budget	$	169,155
Categories		
Administrative	$	3,000
Equipment or Capital Purchases	$	-
Materials and Services	$	114,000
Personnel Costs	$	52,155



Docusign Envelope ID: E2091774-1E07-4F76-9659-B42F6C03D26C

Exhibit A.3 Marion County ARPA Closeout Information & Documentation

Date:	12/23/2025
Name of Entity:	Marion County Public Works
Title of Project:	ARPA Fargo Sewer Collection System Improvements
Name of Entity Representative Completing Form**:	Alicia Jones
Position Title of Entity Representative Completing Form:	Grant/Contracts Compliance Analyst
Phone Number of Entity Representative Completing Form:	503-373-4320
Marion County Grant Agreement Number:	BO-6253-24
Original Contract Amount:	400,000.00
Amount Expended (Reimbursed by Marion County) to Date:	169,154.95
Project Completion Date:	8/7/2025

#	Questions	Yes	No	N/A	Comment
PROJECT STATUS					
1	Is your project complete or will it be in 30 days? **If no, in Column F please explain the circumstances and resolution.*	X			
GOALS AND IMPACT					
2	Have the goals of the project been met? **YES = Use Column F to state the project goals.* **NO = Use Column F to briefly describe the planned goals and why they were not met.*	X			Goals included sewer improvements that would reduce inflow and infiltration (I&I) into our system
3	Based on the project need and the planned impact, did your entity document evidence of project impact? **YES = Use Column F to state the project impact.* **NO = Use Column F to briefly describe the planned project impact indicators and how they will be documented .*	X			Overall system flow reduction suggest that I&I was reduced with the project. The District will continue to monitor flows.
USE OF FUNDS					
4	Has your entity submitted a final disbursement request for all awarded MC ARPA funds (Original Contract Amount)? **If no, in Column F identify when your entity will complete the final disbursement request.*	X			Waiting for payroll to post for end of August
COMPLIANCE					
5	Did your entity track revenue and expenditures of this project separately from other federal awards? **If no, in Column F please explain the issues you have experienced with tracking revenue and expenditures and your planned resolution*	X			
6	Are you aware that records and financial documents involving the MC ARPA project must be maintained for five years after all funds have been expended or returned to MC? **If yes, in Column F provide the location in which these records will be maintained and the name, title, and email address of the person responsible for record retention.* **If no, in Column F, please explain your plan, and provide an assurance, to establish a record retention process and notify MC of the location in which these records will be maintained and the name, title, and email address of the person responsible for record retention.*	X			Revenue and Expenditures are in the GL system, project binder includes journal entries, etc. Project files will be electronically archived on MCPW G: drive at G:\Engineering\ProjectCentral\Projects_CompletedProjects\2025. Additional project construction tracking will be located in MCPW online tracking software RT Vision OneOffice (https://or-co-marion.app.rtvision.com/)
PROPERTY & CAPITAL PROJECTS MANAGEMENT					
7a	Did your entity purchase property or equipment with MC ARPA funding? If yes, please also answer # 7b, 7c, and 7d.		X		

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#	Questions	Yes	No	N/A	Comment
7b	Have you followed procedures to document these purchases including: description, identification number, acquisition date, location, and ultimate disposition information? (2 CFR 200.313) *If no, in Column F, please explain your plan to document the purchase of property or equipment.			X	
7c	Does your entity maintain an inventory for equipment that has been purchased with MC ARPA funds? (2 CFR 200.313 (d)(2) *If yes, please provide your inventory in the "Equipment Inventory" tab of this report. *If no, in Column F, please explain your plan to prepare an inventory of equipment purchased with MC ARPA funds prior to closeout.			X	
7d	Does your entity plan to retain, maintain, and use the the property or equipment purchased with MC ARPA funds for the original purpose? * If no, in Column F, please describe your plan to dispose of the property (If sold or planning to sell, and the property or equipment has a per-unit fair market value in excess of $5,000, this plan must include compensation to MC as described in 2 CFR 200.313 (e)(2)).			X	
***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 and I have the authority to represent the entity in these attestations.*					
Marion County will complete this section					
Reviewer: Robert Manier					
Reviewer Title: Management Analyst					
Date Completed: 1/9/2026					
Review Comments & Assessment: All information provided. Approved f					

Docusign Envelope ID: 6DFA0927-71AA-491C-87A0-CA84E6F59017

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Business Services

Title: Public Works Generator Radiator Replacement

Management Update/Work Session Date: March 3, 2026 **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Tamra Goettsch **Phone:** x3200

Requested Action:

Consider approval of the Contract for Services with Power Systems West LLC for the repair of the backup generator and rental of a temporary portable generator located at Public Works.

Issue, Description & Background:

The main generator that operates Public Works Building 1 needs a radiator replacement. The generator is important to the operations of the building, including the data center room, during powering outages. A rental generator is needed during the radiator replacement to keep the building operational while the generator's radiator is being rebuilt.

Financial Impacts:

Total cost $119,726.10.

Impacts to Department & External Agencies:

No impacts to other departments.

List of attachments:

Contract for Services

Presenter:

Tamra Goettsch

Department Head Signature:

Signed by:
Tamra Goettsch
E4D545951879444...

Docusign Envelope ID: 6DFA0927-71AA-491C-87A0-CA84E6F59017

Contract Review Sheet

Contract for Services **BS-7030-26**

Title: **Public Works Generator Radiator Replacement**

Contractor's Name: **Power Systems West, LLC**

Department: **Business Services Department** Contact: **Vanessa Keck**

Analyst: **Chalyce MacDonald** Phone #: **(503) 566-3910**

Term - Date From: **Execution** Expires: **June 30, 2026**

Original Contract Amount: **$ 119,726.10** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 119,726.10** Amd% **0%**

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

Source Selection Method: **10-0400 Cooperative** Cooperative# **120617-KOH**

Description of Services or Grant Award

Public Works generator radiator replacement and portable generator rental during repairs.

Desired BOC Session Date: **3/11/2026** Contract should be in DocuSign by:

Agenda Planning Date **3/5/2026** Printed packets due in Finance: **2/24/2026**

Management Update **3/3/2026** BOC upload / Board Session email: **2/25/2026**

BOC Session Presenter(s) **Tamra Goettsch** Code: **Y**

REQUIRED APPROVALS

DocuSigned by:
Chalyce MacDonald
2A951B5756514CE...

2/24/2026

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

Docusign Envelope ID: 6DFA0927-71AA-491C-87A0-CA84E6F59017

MARION COUNTY
CONTRACT FOR SERVICES
BS-7030-26

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Power Systems West, LLC, hereafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279A.220 and MCPCR 10-0450 and is the result of an interstate cooperative procurement.

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 on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2026.**

2. DOCUMENTS / ORDER OF PRECEDENCE

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

A. This Contract less exhibits

B. Exhibit A – Statement of Work

C. Exhibit B – Contractor Quotes

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$119,726.10**. 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.

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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 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.

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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.

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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.

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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.

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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

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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

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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.

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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
Power Systems West, LLC	Contracts and Procurement Manager
1805 NW 21st Ave N/A	PO_Contracts@co.marion.or.us
Portland, OR 97209	555 Court Street NE, Suite 4247
986-200-2816	P.O. Box 14500
	Salem, OR 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:

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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/equipment/components/hardware granted to 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.

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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: Signed by: Tamra Goettsch E4D545951879444... 2/25/2026
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: 2A951B5756514CF... 2/24/2026
Marion County Contracts & Procurement Date

POWER SYSTEMS WEST, LLC SIGNATURE

Authorized Signature: _____
Date

Title: _____

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EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. The County needs a replacement of the backup radiator and updates to the cooling system components of the Kohler 1000ROZD radiator located at the Marion County Public Works, 5155 Silverton Rd NE, Salem, Oregon 97305.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. In consideration of the specifications described in Exhibit B, Contractor shall provide and perform the following:

- Provide and connect a portable generator during all repair downtime
- Remove and install a new generator
- Replace belts, thermostats, senders, coolant hoses, and manifold sealing kit
- Add new coolant, test run generator, and return generator to standby status
- Disconnect the rental generator

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.

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 **$119,726.10**.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor $119,726.10 for completing all Services and delivering all Goods required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor all amounts due under this Contract in one payment upon County's approval of Contractor's invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.

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

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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: MCBS-Billing@co.marion.or.us

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EXHIBIT B - CONTRACTOR QUOTES

POWER SYSTEMS WEST

PowerSystemsWest.com

Date: 2/13/2026

Customer: Marion County

1000ROZD

391160

Part #	Description	Qty	Price	Extension
				$0.00
	New Radiator* - Built Onsite	1	$66,010.00	$66,010.00
	*Includes labor and materials for radiator replacement only			$0.00
	Rental Generator	1	$17,809.46	$17,809.46
254832	Low coolant sensor	1	$1,005.38	$1,005.38
X-651-11	Overflow hose	1	$29.96	$29.96
S-0300-4	Radiator hose	4	$22.50	$90.00
X-6014-82	Radiator hose	1	$120.37	$120.37
272930	Connector, hose	1	$155.79	$155.79
S0400-2	Radiator hose	2	$24.50	$49.00
268298	sender, water temp	1	$50.01	$50.01
241481	switch, high temp shutuff	1	$414.95	$414.95
347702	Belt, drive	1	$465.95	$465.95
347706	Belt set, alternator	1	$34.51	$34.51
GM16810	Thermostat	6	$234.94	$1,409.64
GM35390	Sealing ring	6	$88.18	$529.08
GM34877	Gasket, thermostat housing	2	$58.76	$117.52
GM109949	Coolant	70	$28.53	$1,997.10
	Coolant manifold seal kit	1	$167.92	$167.92
Freight		1	$282.00	$282.00
Technology Fee			$65.00	$0.00
Battery Disposal			$10.00	$0.00
Oil Surcharge			$1.60	$0.00
Shop Surcharge		1	$22.00	$22.00
Fuel Surcharge		1	$20.00	$20.00
Surcharge Coolant		70	$1.60	$112.00
				$0.00
Miscellaneous				$0.00
Travel	8		$220.00	$1,760.00
Mileage	384		$3.50	$1,344.00
Hours	24		$220.00	$5,280.00
Labor OT (Hrs)	8		$330.00	$2,640.00
Sub-Total				$101,916.64
Credit Card Service Fee				
Total				$101,916.64

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/11/2026

Department: District Attorney

Title: 2026 STOP Violence Against Women Act Competitive Grant

Management Update/Work Session Date: 2/17 Management Update **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Zugey Luna **Phone:** 503-588-7983

Requested Action:
Consider approval of 2026 STOP Violence Against Women Act Contract.

Issue, Description & Background:
This grant funds the Family Violence program Coordinator and the Under served Communities Outreach Coordinator. These positions provide direct services to victims of domestic violence as well as work with the volunteers in providing services. This one-year award requires 25% match funds, which are part budgeted in District Attorney's budget and part volunteer hours.

Financial Impacts:
Expected revenue of $108,508.27 for 1/1/2026-12/31/2026

Impacts to Department & External Agencies:
These positions provide direct services to victims of domestic violence as well as work with the volunteers in providing services.

List of attachments:

Presenter:
Pami Guerra

Department Head Signature:
Signed by:
Paige Clarkson
1D15B38FC4C9497...

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Contract Review Sheet

Grant Agreement **DA-7004-26**

Title: **2026 Stop Violence Against Women Act Competitive Grant**

Contractor's Name: **Oregon Department of Justice**

Department: **District Attorney's Office** Contact: **Zugey Luna**

Analyst: **Sandra Fixsen** Phone #: **(503) 588-7983**

Term - Date From: **January 1, 2026** Expires: **December 31, 2026**

Original Contract Amount: **$ 108,508.27** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 108,508.27** Amd% **0%**

Incoming 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

This grant funds the Family Violence program Coordinator and the Under served Communities Outreach Coordinator. These positions provide direct services to victims of domestic violence as well as work with the volunteers in providing services. This one-year award requires 25% match funds, which are part budgeted in District Attorney's budget and part volunteer hours.

Desired BOC Session Date: **3/4/2026** Contract should be in DocuSign by: **2/11/2026**

Agenda Planning Date **2/19/2026** Printed packets due in Finance: **2/17/2026**

Management Update **2/17/2026** BOC upload / Board Session email: **2/18/2026**

BOC Session Presenter(s) **Paige Clarkson** Code: **Y**

REQUIRED APPROVALS

Signed by: C5E72231E6E54E3... 2/17/2026
Finance - Contracts Date

Signed by: 5A63CCC41C15744D... 2/20/2026
Contract Specialist Date

Signed by: 4D14F2730EDE4E4... 2/18/2026
Legal Counsel Date

DocuSigned by: DC16351248DE4EC... 2/18/2026
Chief Administrative Officer Date

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REQUEST FOR AUTHORIZATION OF CONTRACT
DA-7004-26

Date: 1/22/2026
To: Chief Administrative Officer
Cc: Contract File
From: Zugey Luna

I. Subject: Retroactive

The Marion County District Attorney's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon Department of Justice for 2026 Stop Violence Against Women Act Competitive Grant with a value of $0.00 and will be effective retroactive to 1/1/2026 upon approval.

A. BACKGROUND

This is a one-year grant agreement with the Oregon Department of Justice that was awarded to Marion County through a grant application process conducted in 2022. According to the grant agreement, the project period is from January 1, 2026 through December 31, 2026.

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 Department did not receive the complete grant agreement from DOJ until January 13, 2026.

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:

We will continue to communicate to our State agency partners our need for more timely contracts.

Submitted by:

Signed by:
5A63CC51C15741B...
Zugey Luna
District Attorney's Office

Reviewed by:

Signed by:
C5F72231E6F54E3...
Contracts & Procurement

Acknowledged by:

Signed by:
1D15B38FC4C9497...
Department Head

Acknowledged by:

DocuSigned by:
DC16351248DE4EC...
Jan Fritz, CAO

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DAN RAYFIELD
Attorney General

BENJAMIN GUTMAN
Deputy Attorney General

DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: January 1, 2026

TO: 2026 Violence Against Women Act Formula Grant Program (VAWA) Continuation Grant Recipients

FROM: Diana Fleming, Fund Coordinator

Attached is your agency's 2026 Violence Against Women Act Formula Grant Program (VAWA) Continuation Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E - Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act as Amended, STOP Formula Grant Program ;
- Exhibit F – Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended; and
- Exhibit G – 2024 STOP VAWA Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. Once the documents are uploaded and the form page saved, you will need to **change the application status in CVSSD E-Grants to "Agreement Accepted".**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact your Fund Coordinator.

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DAN RAYFIELD
Attorney General

BENJAMIN GUTMAN
Deputy Attorney General

DEPARTMENT OF JUSTICE

Crime Victim and Survivor Services Division

2026 VAWA CONTINUATION
GRANT AWARD COVER SHEET

1. Applicant Agency's Name and Address: Marion County, Acting by and through it's District Attorney's Office PO Box 14500 Salem, OR 97309-5036 Contact Name: Pami Guerra Telephone: (503) 588-5253 E-mail: pjguerra@co.marion.or.us	**2. Special Conditions:** This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement. **3. Statutory Authority for Grant:** Violence Against Women Reauthorization Act of 2022, as amended, Division W of Public Law No: 117-103; 136 Stat.49 (March 15, 2022) and ORS 147.231(1)
4. Award Number: [redacted]	**5. Award Date:** January 1, 2026 Type text here
6. Subrecipient Tax Identification Number: [redacted]	**7. UEI Number:** [redacted]
8. Type of Party Receiving Funds: x Subrecipient ☐ Contractor	**9. Project Period:** January 1, 2026 – December 31, 2026
10. VAWA Category – Purpose Area: Prosecution - 5	**11. Total Grant Award Amount / Match Amount:** $108,508.27 /$36,169.42 [redacted]
11. Federal VAWA Award #s [redacted]	
12. Indirect Cost Rate: 12.85%	**13. Total Federal Award Amount:** $108,508.27
14. Semi-Annual Progress and Statistical Reports Due Dates: July 20, 2026 January 31, 2027	**15. Quarterly Financial and Common Outcome Measure Report Due Dates:** April 30, 2026 July 20, 2026 October 31, 2026 January 31, 2027
16. Annual Report Due Dates: January 31, 2027	
This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "2026 Violence Against Women Act Continuation Grant Funds". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

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OREGON DEPARTMENT OF JUSTICE
VIOLENCE AGAINST WOMEN ACT
GRANT PROGRAM GRANT AGREEMENT
VAWA-C-2026-MarionCo.DAVAP-00005

BETWEEN: State of Oregon, acting by and through its Department of Justice, 1162 Court St. NE Salem, Oregon 97301-4096 (DOJ CVSSD)

AND: Marion County, Acting by and through it's District Attorney's Office(Subrecipient) PO Box 14500 Salem, OR 97309-5036

PROJECT START DATE: January 1, 2026

GRANT AWARD PROVISIONS

SECTION 1
LEGAL BASIS OF AWARD

Section 1.01. Legal Basis of Award. Pursuant to the federal Violence Against Women Reauthorization Act of 2022 ("VAWA") 34 U.S.C. §§ 10441, 10446-10451, 10454, and ORS 147.231(1), DOJ CVSSD is authorized to enter into a grant agreement and to make an award from funds received under VAWA to Subrecipient for the purposes set forth herein.

Section 1.02. Agreement Parties. This Agreement, hereafter referred to as "Agreement", is between DOJ CVSSD and the forenamed Subrecipient.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of January 1, 2026.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

(a) This Agreement.

(b) The most current version of the VAWA Handbook available on the DOJ CVSSD's web page under **VAWA Federal Rules and State Guidelines**: https://www.doj.state.or.us/crime-victims/grant-funds-programs/stop-violence-against-women-act-vawa-fund/#vawafederalrules ("VAWA Handbook").

(c) 2026 VAWA Continuation Grant Funds Request for Applications for Awards ("VAWA RFA").

(d) Subrecipient's VAWA Application from the VAWA RFA to include the following and collectively referred to as "Subrecipient's VAWA Application".

i. Form A, Cover Page;

ii. Form B, Federal Statutory Purpose Area(s) and State Funding Priorities;

iii. Form C, Sexual Assault Services;

iv. Form D, as appropriate, Project Description – Direct Services;

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v. Form E, as appropriate, Project Description – Training Services;

vi. Form F, Project Specific Goals, Objectives, Activities, and Performance Measures;

vii. Form G, Administrative Self Assessment;

viii. Form H, Financial Management Self Assessment;

ix. Form I, Attachments to Upload; and

x. Forms J-N, the budget forms ("VAWA Budget").

Section 1.05. Requirements for Pass-through Entities. Information required by 2 CFA 200.332 for pass-through entities to include on all subawards is contained herein or available for VAWA at: http://justice.oregon.gov/crime-victims/pdf/2025_STOP_VAWA_Pass_Through_Document.pdf
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SECTION 2
GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient maximum not-to-exceed amount of **$108,508.27** less any recovery of unspent funds, (the "Grant"), from the Fund(s) in the category(ies) and purpose areas(s) outlined below to financially support and assist Subrecipient's implementation of the Subrecipient's VAWA Application, as described in Section 1.04(d), all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Category(ies)	Purpose Area(s)	Annual Funds	Total Maximum Funds
DV	Prosecution	5	$108,508.27	$108,508.27
SA	Prosecution	5		

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the VAWA activities as described in the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when DOJ CVSSD has received from Subrecipient a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied:

(a) DOJ CVSSD has received sufficient federal and state funds under VAWA to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;

(b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;

(c) DOJ CVSSD has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**,

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Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E,** Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act as Amended, STOP Formula Grant Program, **Exhibit F**, Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended, and **Exhibit G,** 2024 STOP VAWA Special Conditions all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Subrecipient by an authorized official of Subrecipient.

(d) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.07 of this agreement;

(e) If Subrecipient expends $1,000,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;

(f) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;

(g) No default as described in Section 6.04 has occurred; and

(h) Subrecipient's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

Reserved

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD's obligation to disburse Grant funds pursuant to Section 2.03 shall end on **December 31, 2026** (the "Availability Termination Date"). DOJ CVSSD will not disburse any VAWA Grant funds after the December 31, 2026, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient's completed reports, as described in Section 5.07, or on **December 31, 2026** , whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD's right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

SECTION 3
USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VAWA handbook. If applicable, Subrecipient's expenditure of Grant funds must be in accordance with the Project VAWA Budget set forth in the Subrecipient's VAWA Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of fifteen percent (15%) if Subrecipient does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to

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persons other than those described in Section 5.18(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent version of the VAWA Handbook.

Section 3.03. Misexpended and Unexpended Grant Funds. If any federal or state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the federal or state Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date.

Subrecipient may, at its option, satisfy its obligation to return Misexpended and Unexpended Funds under this Section 3.03 by paying to DOJ CVSSD the amount of Misexpended and Unexpended Funds or permitting DOJ CVSSD to recover the amount of the Misexpended and Unexpended Funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the Misexpended and Unexpended Funds within fifteen (15) days after the earlier of written demand from DOJ CVSSD, the appropriate Availability Termination Date or the date this Agreement is terminated, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment or payments from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover Misexpended and Unexpended Funds and identify the program or programs from which the deduction or deductions will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of Misexpended and Unexpended Funds. DOJ CVSSD's right to recover Misexpended and Unexpended Funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient's recovery of money from any subcontractor or subrecipient.

SECTION 4
SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon. Subrecipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does 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 Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

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Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

SECTION 5
SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than the appropriate Availability Termination Date described in Section 2.06; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Subrecipient will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – G (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act as Amended, STOP Formula Grant Program, Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended, and 2024 STOP VAWA Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

(a) Subrecipient shall collect and maintain statutorily required civil rights statistics on victim services as indicated in the CVSSD Statistical Report.

(b) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") policies for addressing discrimination complaints,
   i. *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD's Civil Rights Requirements web page at https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/; and
   ii. *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services*

Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients available under Policies on DOJ CVSSD's Civil Rights Requirements web page at https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/.

(c) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD's Civil Rights Requirements web page available at https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

(d) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD's Civil Rights Requirements web page at https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/.

Section 5.05. Matching Funds.

(a) Subrecipient shall obtain and expend Project matching funds as identified in the VAWA Budget. Subrecipient is required to provide matching funds equal to 25% of the Grant funds received.

(b) Victim Service Providers are exempt from the match requirement. Victim Service Provider, as defined under 34 U.S.C. § 12291 (a), means a nonprofit, nongovernmental or tribal organization or rape crisis center, including a State or tribal coalition, that assists or advocates for domestic violence, dating violence, sexual assault, or stalking victims, including domestic violence shelters, faith-based organizations, and other organizations, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

Section 5.06. Training Requirements.

(a) Subrecipient shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee. The *Training Requirements for Staff, Volunteers and Leadership of Non-Profit Organizations and Tribal Nations Serving Survivors of Domestic Violence, Sexual Assault, Dating Violence and Stalking* are available on DOJ CVSSD's web page at: https://www.doj.state.or.us/crime-victims/grant-funds-programs/oregon-domestic-and-sexual-violence-services-odsvs-fund/. Training requirements are also detailed in "Grantee Training Requirements", found on the DOJ CVSSD website at Grant Guidance Documents - Oregon Department of Justice. The recommended training format is group training, but Subrecipients may choose to use the Oregon Coalition Against Domestic & Sexual Violence ("OCADSV") web-based advocacy training course to supplement in-person training: http://www.ocadsv.org/resources/online-core-advocacy-training when available

(b) All grant-funded staff providing direct services are required to complete the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.

(c) Subrecipient shall notify DOJ CVSSD when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system ("CVSSD E-Grants"). Subrecipient shall document training completed by volunteers, interns and members of the board of directors, governing body

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or designated leaders.

(d) Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.07. Reporting Requirements. Subrecipients have established quarterly reporting requirements that entail the submission of both quarterly and semi-annual reports. The semi-annual reports alternate throughout the reporting period. These reporting requirements are reflected in the VAWA Handbook and are described below.

(a) Quarterly Client Feedback Form and Outcome Measures Report. Subrecipient agrees to distribute a client feedback form to all victims served by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by DOJ CVSSD in the most recent version of the Grant Management Handbooks as well as collect other data as requested by DOJ CVSSD. Subrecipient shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Subrecipient must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30. Subrecipient shall use forms satisfactory to DOJ CVSSD.

(b) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.

(c) Semi-Annual Narrative Reports. Subrecipient shall prepare and submit to DOJ CVSSD semi-annual narrative reports no later than 30 days after the end of the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

(d) Semi-Annual Performance Reports. No later than 30 days after the end of each calendar quarter ending December 31 and no later than July 20 for each calendar quarter ending June 30, Subrecipient shall prepare and submit to DOJ CVSSD the VAWA Project Goals, Objectives and Performance Measures Reports.

(e) Annual Progress Reports for STOP VAWA Formula Grant Program: VAWA Annual Impact Report. No later than 31 days after the end of each calendar quarter ending December 31, Subrecipient shall prepare and submit to DOJ CVSSD an Annual Impact Report for the VAWA Grant Program covering the reporting period just ended from January 1 through December 31.

Section 5.08. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.09. Reserved.

Section 5.10. Program Income. Subrecipient (and any subrecipient at any tier) must seek approval from DOJ CVSSD prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of this Agreement. Program income generated by the Subrecipient must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in DOJ CVSSD withholding award funds, disallowing costs, or suspending or terminating the award. The Subrecipient must comply with all program income requirements contained in the Program Income Policy available on the DOJ CVSSD's web page under Grant Guidance Documents: https://www.doj.state.or.us/crime-victims/for-grantees/grant-guidance-documents/.

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Section 5.11. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

(a) The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

(b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

(c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
   i. Information requested for a Federal, State, tribal, or territorial grant program; and
   ii. Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
   iii. Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.

(d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
   i. The victim signs a release as provided below;
   ii. Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
   iii. Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.

(e) Victim releases must meet the following criteria:
   i. Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
   ii. Subrecipient may not require consent to release of information as a condition of service.
   iii. Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person

or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.

iv. If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.

(f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

i. The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;

ii. The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;

iii. The Subrecipient makes a reasonable effort to obtain a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and

iv. The information released is limited to that which is necessary for the purposes of the fatality review.

(h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in OMB M-17-12) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifiable information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

(i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.12. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

(a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or

(b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or

(c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child

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neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VAWA project is to benefit a set of individuals under 18 years of age, Subrecipient must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual's employment status. Details of this requirement can be found on the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors),, and are incorporated by reference here. DOJ CVSSD instructions for complying with this requirement can be found on the CVSSD website at: Grant Guidance Documents - Oregon Department of Justice and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Subrecipient shall ensure that, as part of the hiring process for any position funded with VAWA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Subrecipient must:

(a) Notify all staff involved in the hiring process of this requirement;

(b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VAWA funds.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

(a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to

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perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at https://ojp.gov/financialguide/DOJ/index.htm and apprise itself of all rules and regulations set forth.

(b) Access to Records. DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained. Subrecipient acknowledges that this Agreement and other information related to the performance of this Agreement is a public record under the Oregon Public Records Law, ORS 192.311 to 192.478 and may be subject to mandatory disclosure upon request unless as exemption from disclosure provided under the law applies.

(c) Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends $1,000,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than $1,000,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.15(b) above.

(d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend $1,000,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.16. Compliance with Laws. Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

(a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).

i. These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.

ii. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 999 North Capitol Street N.E., Washington D.C. 20531.

(b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).

(c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act**

of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.

(d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.

(e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient may be required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. The U.S. Department of Justice ("USDOJ") had issued guidance for subrecipients to assist them in complying with Title VI requirements, with the guidance document able to be accessed on the Internet at www.lep.gov. The USDOJ has temporarily suspended the operations of lep.gov, pending an internal review. Those materials will be replaced when new guidance is issued.

(f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.

(g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at Civil Rights Office | Home | Office of Justice Programs (ojp.gov).

(h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.

(i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 999 North Capitol Street N.E., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs (ojp.gov) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

(j) The Office on Violence Against Women (OVW) FY 2025 General Terms and Conditions available at: https://www.justice.gov/ovw/fy-2025-general-terms-and-conditions#42, and if the Subrecipient expends funds on out-of-scope activities, as described in #42 of the above referenced Conditions, Subrecipient

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does so at its own risk, and is responsible for any repayment that may be required if the stay described in #42 is lifted.

Section 5.17. Grant Eligibility Requirements. Subrecipient will comply with the federal eligibility criteria established by the Violence Against Women Reauthorization Act of 2022, as amended, and the Office of Justice Programs Financial Guide, in order to receive VAWA funds as described in the Subrecipient's VAWA Application.

Section 5.18. Assurances. The Subrecipient assures that it will:

(a) Utilize STOP VAWA funds only to provide authorized services to victims of domestic violence, dating violence, sexual assault, and stalking;

(b) Obtain prior approval from DOJ CVSSD for:
1. Movement of funds
   i. For grant awards totaling $500,000 or less: Movement of funds that total more than $3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
   ii. For grant awards totaling more than $500,000: Movement of funds that total more than $5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
2. Adding a budget category or line item that did not exist in the original budget; OR
3. Deleting an existing category.

(c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: https://ojp.gov/financialguide/DOJ/index.htm ; and

(d) Comply with the terms of the most recent version of the VAWA Handbook.

SECTION 6
TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or

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(b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or

(c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or

(d) A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient 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 Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or

(e) Subrecipient fails to maintain its status as a State of Oregon non-profit corporation duly organized, validly existing, and in good standing under the laws of Oregon and/or fails to notify CVSSD of loss of such status.

Section 6.05. Remedies.

(a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, and if Subrecipient's default is not cured within fifteen (15) days of written notice thereof to Subrecipient from DOJ CVSSD or such longer period as DOJ CVSSD may authorize in its sole discretion, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD.

(b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

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SECTION 7
MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is 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 DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

In no event may 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, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Subawards, Successors and Assignments.

(a) Subrecipient shall not enter into any Subawards, as defined in 2 CFR 200.1, for any of the Project activities required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall require any Subrecipients, as defined in 2 CFR 200.1, to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Subrecipient must in its use of federal funds. DOJ CVSSD's consent to any Subaward shall not relieve Subrecipient of any of its duties or obligations under this Agreement.

(b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the Minimally Recommended Elements for an Independent Contractor Agreement found at Grant Guidance Documents -

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Oregon Department of Justice. DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.

(c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, 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.

Section 7.07. Contribution and Indemnification

(a) Generally. 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.

(b) Third Party Claim; DOJ CVSSD's Joint Liability. With respect to a Third Party Claim for which the DOJ CVSSD is jointly liable with the Subrecipient (or would be if joined in the Third Party Claim), the DOJ CVSSD 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 DOJ CVSSD 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 DOJ CVSSD 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 DOJ CVSSD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the DOJ CVSSD had sole liability in the proceeding.

(c) Third Party Claim; Subrecipient's Joint Liability. With respect to a Third Party Claim for which the Subrecipient is jointly liable with the DOJ CVSSD (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 DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of the DOJ CVSSD 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 DOJ CVSSD 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.

(d) Alternative Dispute Resolution. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the

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parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

(e) Indemnification by Subcontractors. Subrecipient shall take all reasonable steps to cause each of its contractors that are not a unit 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 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 gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

(f) Subcontractor Insurance Requirements. Subrecipient shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit H, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. Reserved.

Section 7.09. False Claims Act. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subrecipient further acknowledges in addition to the remedies under Section 6.05, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subrecipient.

Section 7.10. Time is of the Essence. Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Misexpended and Unexpended Grant Funds; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7 Miscellaneous. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Section 7.12. Counterparts. This Agreement may be executed in several counterparts, all of which when taken

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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.

Section 7.13. 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.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.16. No Third Party Beneficiaries. DOJ CVSSD 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON
Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: Signed by: Paige Clarkson 1D15B38FC4C9497... _____

Name: Paige Clarkson

Title: District Attorney

Date: 2/18/2026

APPROVED FOR LEGAL SUFFICIENCY

By: _____

Title: _____

Date: _____

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SIGNATURE PAGE FOR
2026 STOP VIOLENCE AGAINST WOMEN ACT COMPETITIVE GRANT - DA-7004-26
between
MARION COUNTY and OREGON DEPARTMENT OF JUSTICE

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Signed by: Paige Clarkson 1D15B38FC4C9497... 2/18/2026
Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 2/18/2026
Chief Administrative Officer Date

Reviewed by Signature: Signed by: 1B14F2739EBE4E4... 2/18/2026
Marion County Legal Counsel Date

Reviewed by Signature: Signed by: Sandra L. Hazen C5F72231E6F54E3... 2/17/2026
Marion County Contracts & Procurement Date

OREGON DEPARTMENT OF JUSTICE SIGNATURE

Authorized Signature: _____
Date

Title: _____

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EXHIBIT A

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

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(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271- 10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Marion County Victim Assistance PO Box 14500 Salem, Oregon 97309

1. Grantee Name and Address

VAWA-C-2026-MarionCo.DAVAP-00005	93-6002307
2. Application Number and/or Project Name	3. Grantee IRS/Vendor Number

Jan Fritz, Chief Administrative Officer

4. Typed Name and Title of Authorized Representative

DocuSigned by:

Jan Fritz

DC16351248DE4EC...

	2/18/2026
5. Signature	6. Date

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EXHIBIT B

OMB APPROVAL NO. 1121-140

STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

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(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Jan Fritz	Chief Administrative Officer
Print Name of Authorized Official	Title
DocuSigned by: Jan Fritz DC16351248DE4EC...	2/18/2026
Signature of Authorized Official	Date

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EXHIBIT C

SINGLE AUDIT CERTIFICATION LETTER

January 1, 2026

Pami Guerra
Marion County, Acting by and through it's District Attorney's Office
PO Box 14500
Salem, OR 97309-5036

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and **Marion County, Acting by and through it's District Attorney's Office** for the period of January 1, 2026 – December 31, 2026 under the VAWA Grant Award/CFDA#16-588/**$144,677.69**.

Dear Pami Guerra,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Accordingly, we are requesting that you check one of the following, upload all appropriate documentation regarding your organization's compliance with the audit requirements to the Federal Audit Clearinghouse, sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, E, F, and G.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____ and have uploaded the audit and accompanying documentation to the Federal Audit Clearinghouse at The Federal Audit Clearinghouse (fac.gov). (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

2. X We expect our single audit for our most recent fiscal year, ending 2025, to be completed by 2/28/2026. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be uploaded to the Federal Audit Clearinghouse at The Federal Audit Clearinghouse (fac.gov) within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. _____ We are not subject to the single audit requirement because:
   - _____ We are a for-profit organization.
   - _____ We expend less than $1,000,000 in federal funds annually.
   - _____ Other (please explain) _____

Zugey Luna	Budget Analyst
Print Name of Fiscal Officer	Title
Signed by: Zugey Luna 5A63CC51C15741B...	2/18/2026
Signature of Fiscal Officer	Date

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EXHIBIT D

Oregon Department of Justice – Crime Victim and Survivor Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBAWARDS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, ***identifying, under "I," the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency****. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under "I", keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, E, F, and G.*

Grant Award: VAWA-C-2026-MarionCo.DAVAP-00005 **Grant Title:** 2026 VAWA Continuation Grant	
Subrecipient Name (Funded Entity)**:** Marion County, Acting by and through it's District Attorney's Office	
Address: PO Box 14500, Salem, OR 97309-5036	
Project Period: Start Date: January 1, 2026 End Date: December 31, 2026	**Award Amount:** $108,508.27
Contact Name, Phone # & E-mail address: Pami Guerra, (503) 588-5253, pjguerra@co.marion.or.us	

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subrecipient, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF SUBAWARD RECIPIENTS: All subaward recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

♦I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq*.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

♦I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:
Salvador Llenas
PO Box 14500 - Salem, Oregon 97309
SLlerenas@co.marion.or.us 503-589-3298

I certify that Marion County Victim Assistance [*Subrecipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Jan Fritz	Chief Administrative Offic	DocuSigned by: Jan Fritz DC16351248DE4EC...	2/18/2026
Print or Type Name and Title		*Signature*	*Date*

Docusign Envelope ID: 41C36877-BE87-421F-A674-73E12A7796B1

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the direct Recipient, OR DOJ CVSSD, for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE *ONE* APPROPRIATE CERTIFICATION** (A, B, or C below) that applies to this Subrecipient agency during the period of the grant duration noted above.

☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

☐ Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; and/or
☐ Subrecipient has less than 50 employees; and/or
☐ Subrecipient was awarded less than $25,000 in federal U.S. Department of Justice funds.

If a subrecipient agency is claiming exemption from the EEOP requirement, then the subrecipient agency must certify they are exempt and provide this certification to OR DOJ CVSSD.

I, _____[*authorized official*],
certify that _____[*Subrecipient*]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

_____
Print or Type Name and Title *Signature* *Date*

☑ **CERTIFICATION B: Declaration Stating that an EEOP Certification Form and Utilization Report Has Been Submitted to Office for Civil Rights (OCR) for Review**

If a recipient agency has fifty or more employees and ***is a direct recipient*** *of funding subject to the Safe Streets Act, receiving a single award of $25,000 or more, then the recipient agency must submit an EEOP certification form and an EEOP Utilization Report to OCR for review. The utilization report should be submitted electronically to OCR through the EEOP Report Builder for DOJ Direct Recipients at OCR - EEOP (ojp.gov).*

I, Jan Fritz [*authorized official*],
certify that Marion County [*Subrecipient*],
which has fifty or more employees and is receiving a single award of $25,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent an EEOP Utilization Report for review on _____ [*date*] to the OCR.

Jan Fritz, Chief Administrative Officer DocuSigned by: Jan Fritz DC16351248DE4EC... 2/18/2026

Print or Type Name and Title *Signature* *Date*

☐ **CERTIFICATION B(1): Declaration Stating that Certification B Applies and that an EEOP Certification Form and Utilization Report Will Be Submitted to Office for Civil Rights (OCR) for Review**

I, _____ [*authorized official*],
certify that _____ [*Subrecipient*],
which has fifty or more employees and is receiving a single award of $25,000 or more, will formulate an EEOP in accordance with 28 CFR pt. 42, subpt. E, and send an EEOP Utilization Report for review to the OCR once the EEOP section of the OCR website is operational.

_____
Print or Type Name and Title *Signature* *Date*

See next page for "Certification C" option

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❒ **CERTIFICATION C: Declaration Stating that an EEOP Certification Form and Utilization Report Has Been Submitted to OR DOJ CVSSD for Review**

*If a subrecipient agency has fifty or more employees and is receiving a single award of $25,000 or more **as a subrecipient**, then the subrecipient agency must submit an EEOP certification form and an EEOP Utilization Report to OR DOJ CVSSD for review. The subrecipient may use the EEOP Report Builder tool for DOJ Sub-Recipients found at OCR - EEOP (ojp.gov) to create their EEOP Utilization Report. The utilization report should be submitted electronically to OR DOJ CVSSD through the Egrants system.*

I, _____ [*authorized official*], certify that _____[*Subrecipient*], which has fifty or more employees and is receiving a single award of $25,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent an EEOP Utilization Report for review on _____ [*date*] to the Oregon Department of Justice, Crime Victim and Survivor Services Division.

_____

Print or Type Name and Title *Signature* *Date*

❒ **CERTIFICATION C(1): Declaration Stating Certification C applies and that an EEOP Certification Form and Utilization Report Will Be Submitted to OR DOJ CVSSD for Review**

I, _____ [*authorized official*], certify that _____[*Subrecipient*], which has fifty or more employees and is receiving a single award of $25,000 or more, will formulate an EEOP in accordance with 28 CFR pt. 42, subpt. E, and send an EEOP Utilization Report for review on to the Oregon Department of Justice, Crime Victim and Survivor Services Division once the OCR website is operational and the *EEOP Report Builder* tool is available.

_____

Print or Type Name and Title *Signature* *Date*

* * * * * * * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, E, F, and G. You must also forward a signed copy to the person you identified under "I" on page 1. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: https://ojp.gov/about/ocr/eeop.htm.

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EXHIBIT E
OMB Number: 1122-0001
Expiration Date: 04/30/2026

U.S. Department of Justice
Office on Violence Against Women

Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act as Amended, STOP Formula Grant Program

Applicants should refer to the laws cited below for further information regarding the certifications to which they are required to attest. Signature on this form certifies that the applicant is qualified to receive the STOP Formula Grant Program funds and is in compliance with relevant requirements under 34 U.S.C §§ 10441, 10446 through 10451 and 28 C.F.R. Part 90. These certifications shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Upon complying with the application requirements set forth in the solicitation, any state (or territory) shall be qualified for funds provided under the STOP Formula Grant Program upon certification that:

(1) the funds will be used only for the statutory purposes described in 34 U.S.C. § 10441(a) and (b);

(2) grantees and subgrantees will develop plans for implementation and will consult and coordinate with:
- (A) the State sexual assault coalition;
- (B) the State domestic violence coalition;
- (C) the law enforcement entities within the State;
- (D) prosecution offices;
- (E) State and local courts;
- (F) Tribal governments in those States with State or federally recognized Indian tribes;
- (G) representatives from underserved populations, including culturally specific populations;
- (H) victim service providers;
- (I) population specific organizations; and
- (J) other entities that the State or the Attorney General identifies as needed for the planning process;

(3) grantees will coordinate the State implementation plan with the State plans described in section 307 of the Family Violence Prevention and Services Act (42 U.S.C. 10407) and the programs described in section 1404 of the Victims of Crime Act of 1984 (34 U.S.C. 20103) and section 393A of the Public Health Service Act (42 U.S.C. 280b-1b).

(4) the amount granted will be allocated, without duplication, as follows: not less than 25 percent for law enforcement, not less than 25 percent for prosecutors, not less than 30 percent for victim services (of which at least 10 percent will be distributed to culturally specific community-based organizations), and not less than 5 percent to state and local courts;

(5) not later than 2 years after March 7, 2013, and every year thereafter, not less than 20 percent of the total amount granted to a State under this subchapter shall be allocated for programs or projects in 2 or more allocations listed in paragraph (4) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship; and

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(6) any federal funds received under this subchapter will be used to supplement, not supplant, nonfederal funds that would otherwise be available for activities funded under this chapter.

In addition, to be eligible for funding under the STOP Formula Grant Program, applicants must certify compliance with the requirements in 34 U.S.C. §§ 10449, 10450, and 10451 and implemented at 28 C.F.R. Part 90, as follows:

(1) Forensic Medical Examination Payment Requirement for Victims of Sexual Assault
(a) A state, Indian tribal government, or unit of local government shall not be entitled to funds under the STOP Formula Grant Program unless the state, Indian tribal government, unit of local government, or another governmental entity—

(1) incurs the full out-of-pocket cost of forensic medical exams for victims of sexual assault; and

(2) coordinates with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to the victims.

(b) A state, Indian tribal government, or unit of local government shall be deemed to incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault if any government entity:

(1) provides such exams to victims free of charge to the victim; or

(2) arranges for victims to obtain such exams free of charge to the victims.

(c) A state or Indian tribal government may use STOP Formula Grant Program funds to pay for forensic medical exams performed by trained examiners for victims of sexual assault, except that such funds may not be used to pay for forensic medical exams by any state, Indian tribal government, or territorial government that requires victims of sexual assault to seek reimbursement for such exams from their insurance carriers.

(d) (1) To be in compliance with this section, a state, Indian tribal government, or unit of local government shall comply with subsection (b) without regard to whether the victim participates in the criminal justice system or cooperates with law enforcement.

(2) States, territories, and Indian tribal governments shall have 3 years from March 7, 2013 to come into compliance with this section.

(**2) Filing Costs For Criminal Charges and Protection Orders**
A state, Indian tribal government, or unit of local government will not be entitled to funds under the STOP Formula Grant Program unless it certifies that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony sexual assault, domestic violence, dating violence, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal or service of a protection order, or a petition for a protection order, to protect a victim of sexual assault, domestic violence, dating violence, or stalking, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the State, tribal, or local jurisdiction.

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(3) Judicial Notification
A State or unit of local government shall not be entitled to funds under the STOP Formula Grant Program unless the state or unit of local government--

(a) certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of title 18, United States Code, and any applicable related federal, state, or local laws; or

(b) gives the Attorney General assurances that its judicial administrative policies and practices will be in compliance with the requirements of subparagraph (A) within the later of—

(1) the period ending on the date on which the next session of the state legislature ends; or

(2) January 5, 2008.

(4) Polygraph Testing Prohibition
(a) In order to be eligible for grants under the STOP Formula Grant Program, a state, Indian tribal government, territorial government, or unit of local government shall certify that, not later than January 5, 2009, their laws, policies, or practices will ensure that no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.

(b) The refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense by a state, Indian tribal government, territorial government, or unit of local government.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with above certifications:

Jan Fritz	Chief Administrative Officer	503-588-5212
Print Name of Authorized Representative	Title	Telephone No.
DocuSigned by: Jan Fritz DC16351248DE4EC...	2/18/2026	
Signature of Authorized Representative	Date	

Marion County Victim Assistance

Agency Name

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EXHIBIT F

U.S. Department of Justice
Office on Violence Against Women

Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (34 U.S.C. 12291(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not— (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and

(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the

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persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

(H) Death of the party whose privacy had been protected

In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

(i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.

(ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.

(iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal

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representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.

(iv) The information released is limited to that which is necessary for the purposes of the fatality review.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Jan Fritz	Chief Administrative Officer
Typed Name of Authorized Representative	Title
Telephone Number 503-588-5212	
DocuSigned by: Jan Fritz DC16351248DE4EC...	2/18/2026
Signature of Authorized Representative	Date Signed

Marion County Victim Assistance

Agency Name

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EXHIBIT G

2024 STOP VAWA SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

   By signing and accepting this award on behalf of the Subrecipient, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official, all assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Subrecipient and the award. Among other things, CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. CVSSD also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

1. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

   The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The Subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Financial Report or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.337. (2 C.F.R. 200.333, 200.336)

2. Requirement to report potentially duplicative funding

   If the Subrecipient currently has other active awards of federal funds, or if the Subrecipient receives any other award of federal funds during the period of performance for this award, the Subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subrecipient must promptly notify the awarding agency (CVSSD or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or

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change-of-project-scope grant award modification (GAM) or grant amendment to eliminate any inappropriate duplication of funding.

3. Requirements related to System for Award Management and unique entity identifiers

   The 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.

   The Subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity identifier required for SAM registration.

   The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers"), and are incorporated by reference here.

4. Requirement to report actual or imminent breach of personally identifiable information (PII)

   The Subrecipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

   The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient s, subrecipient ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any subrecipient.

   The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Prohibited conduct by Grantees and subrecipients related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)"), and are incorporated by reference here.

6. Determinations of suitability to interact with participating minors

   This condition applies to this award if it is indicated in the application for the award (as approved by CVSSD) (or in the application for any subaward at any tier), the CVSSD funding announcement (Request for Application), or an associated federal statute – that the purpose of some or all of the activities to be carried out under the award (whether by the Subrecipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.
   The Subrecipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors"), and are incorporated by reference here.

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7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

   The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

   Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

8. OVW Training Guiding Principles

   The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf .

9. Effect of failure to address audit issues

   The Subrecipient understands and agrees that the awarding agency (CVSSD or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

10. Potential imposition of additional requirements

    The Subrecipient agrees to comply with any additional requirements that may be imposed by the awarding agency (CVSSD or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high-risk" for purposes of the DOJ high-risk Subrecipient list.

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

    The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

    Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 CFR 38.6(b).

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

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The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

14. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the Subrecipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The Subrecipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by CVSSD from being used by the Subrecipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

15. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (titled “Award Condition: General appropriations-law restrictions on use of federal award funds”), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a Subrecipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

16. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Subrecipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/grant-complaint (select “Submit Report Online”); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grant Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202)616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

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17. Restrictions and certifications regarding non-disclosure agreements and related matters

No Subrecipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subrecipient

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

18. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the awarding agency (CVSSD or OVW, as appropriate) for guidance.

19. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20. Availability of general terms and conditions on OVW website

The Subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

21. Compliance with statutory and regulatory requirements

The Subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

22. VAWA 2013 nondiscrimination condition

The Subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits Subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Subrecipient agrees that it will comply with this provision. The Subrecipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

23. Misuse of award funds

The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

24. Limitation on use of funds to approved activities

The Subrecipient agrees that grant funds will be used only for the purposes described in the Subrecipient's approved application, unless CVSSD determines that any of these activities are out of scope or unallowable. The Subrecipient must not undertake any work or activities that are not described in the grant application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for

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with grant funds for such work or activities, without prior written approval, via Grant Amendment, from CVSSD.

25. Non-supplantation

    The Subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

26. Confidentiality and information sharing

    The Subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. §12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The Subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

27. Activities that compromise victim safety and recovery or undermine offender accountability

    The Subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving CVSSD-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

28. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

    The Subrecipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at https://justice.gov/ovw/award-conditions (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence"), and are incorporated by reference here.

29. Subrecipient product monitoring

    The Subrecipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with CVSSD grant program funding fall within the scope of the grant program and do not compromise victim safety.

30. Publication disclaimer

    The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by

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Subgrant No. _____ awarded by the Oregon Department of Justice, Crime Victim and Survivor Services Division for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

31. Limitation on use of funds for awareness and public education

The Subrecipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

32. Subrecipient program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to an award, Subrecipients must seek approval from CVSSD prior to generating any program income. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by CVSSD must be reported by the Subrecipient to CVSSD so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the Subrecipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the Subrecipient and any subrecipients.

The Subrecipient understands and agrees that it has responsibility for approval of program income earned by subrecipients (“subgrantees”) at any tier.

33. Requirements for subrecipients providing legal assistance

The subrecipient agrees that the legal assistance eligibility requirement, as set forth below, are a continuing obligation of the part of the subrecipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans’ Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic

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violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

34. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. CVSSD and OVW reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

CVSSD and OVW also reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the Subrecipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the CVSSD Fund Coordinator assigned to this award, and must comply with all conditions specified by the Fund Coordinator in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Subrecipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

35. Consultant compensation rates

The Subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, Subrecipients must submit to CVSSD a detailed justification and have such justification approved by CVSSD, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

36. Prosecution Certifications

A Subrecipient who is a prosecutor's office agrees and will certify that the office will, during the 3-year period beginning on the date on which the grant is awarded, engage in planning, developing and implementing—
(1) training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;
(2) policies that support a victim-centered approach, informed by such training; and
(3) a protocol outlining alternative practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation, prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent further victimization and trauma to the victim.

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CERTIFICATION: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Grantee will comply with all provisions of the Violence Against Women Act of 1994 (VAWA), as amended, and all other applicable Federal laws.

Jan Fritz	Chief Administrative Officer
Print Name of Authorized Official	Title
DocuSigned by: Jan Fritz DC16351248DE4EC...	2/18/2026
Signature of Authorized Official	Date

Zugey Luna	Budget Analyst
Print Name of Fiscal Officer	Title
Signed by: Zugey Luna 5A63CC51C15741B...	2/18/2026
Signature of Fiscal Officer	Date

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EXHIBIT H

SUBCONTRACTOR INSURANCE REQUIREMENTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:
Subrecipient shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subrecipient must require and ensure that each of its subcontractors 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, Contactor 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.

As applicable, Subrecipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:
Subrecipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must 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 must be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $1,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:
Subrecipient shall provide 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:
Subrecipient shall provide 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 and not less than $1,000,000 annual aggregate limit.

If coverage is provided 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 Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required

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herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Subrecipient's primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Subrecipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DOJ CVSSD requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subrecipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Subrecipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:
Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient may acquire against the DOJ CVSSD or State of Oregon by virtue of the payment of any loss. Subrecipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOJ CVSSD has received a Waiver of Subrogation endorsement from the Subrecipient or the Subrecipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Subrecipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

i. Subrecipient 's completion and DOJ CVSSD's acceptance of all Services required under the Grant Agreement, or
ii. DOJ CVSSD or Subrecipient termination 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 obtain Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. If requested by DOJ CVSSD, Subrecipient shall provide copies of the Certificate(s) of Insurance. As proof of insurance, DOJ CVSSD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this section.

NOTICE OF CHANGE OR CANCELLATION:

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Subrecipient or its insurer must provide at least 30 calendar days' written notice to DOJ CVSSD 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 DOJ CVSSD under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and DOJ CVSSD.

STATE ACCEPTANCE:
All insurance providers are subject to DOJ CVSSD acceptance. If requested by DOJ CVSSD, Subrecipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DOJ CVSSD's representatives responsible for verification of the insurance coverages required under this Section.

SUBCONTRACTOR INSURANCE REQUIREMENTS:
Subrecipient shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Section 7.07 above, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Contract Review Sheet

Contract Purchase Order: **942095**

Title: **VMWare Contract Purchase Order #942095**

Contractor's Name: **CDW Government LLC**

Department: **Information Technology Department** Contact: **Cynthia Klein**

Analyst: **Sandra Fixsen** Phone #: **503-584-7796**

Term - Date From: **March 22, 2026** Expires: **March 21, 2031**

Original Contract Amount: **$ 761,301.52** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 761,301.52** Amd% **0%**

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

Source Selection Method: **10-0400 Cooperative** Cooperative# **Omnia**

Description of Services or Grant Award

Contract Purchase Order #942095 with CDW-G through a cooperative contract Omnia Mesa #2024056-01 for the purchase of Marion County's Hypervisor Software Maintenance. This five-year agreement provides predictable pricing, protecting Marion County from potential price increases.

Hypervisor Software is a comprehensive platform designed to simplify the deployment and management of the county's IT infrastructure. It integrates various components into a single solution, making it easer to manage resources.

CMS Record No. IT-7033-26

Desired BOC Session Date:	**3/11/2026**	Contract should be in DocuSign by:	**2/18/2026**
Agenda Planning Date	**2/26/2026**	Printed packets due in Finance:	**2/24/2026**
Management Update	**2/17/2026**	BOC upload / Board Session email:	**2/25/2026**

BOC Session Presenter(s) **Steve Brooks** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	03/06/2026	Sandra L. Fixsen	03/06/2026
Finance - Contracts	Date	Contract Specialist	Date
Steve Elzinga Steve Elzinga (Mar 6, 2026 12:21:54 PST)	03/06/2026	Jan Fritz Jan Fritz (Mar 6, 2026 13:27 39 PST)	03/06/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/11/2026

Department: Public Works

Title: Franchise Agreement with Bio Clean Industries Corp.

Management Update/Work Session Date: 02/17/2026 **Audio/Visual aids** ☐

Time Required: 15 Minutes **Contact:** Cory Swartwout **Phone:** 503-566-4160

Requested Action:
Approve and sign the Franchise Agreement between Marion County and Bio Clean Industries Corp. for Operation of a Regulated Medical Waste Transfer Facility and Board Order approving the Bio Clean Industries Corp. Application and Proposed Agreement for a Medical Waste Transfer Facility Franchise.

Issue, Description & Background:
Bio Clean Industries Corp. has requested a franchise to process medical waste within Marion County. A public hearing was held on July 23, 2025. Public Works and Legal have coordinated with Bio Clean to draft a Franchise Agreement and the findings.

Financial Impacts:
Marion County Environmental Services will collect a 5% franchise fee for medical waste received from in-county and out-of-county at the Bio Clean facility.

Impacts to Department & External Agencies:
None

List of attachments:
Board Order, Findings, and Franchise Agreement

Presenter:
Brian May & Steve Elzinga

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2026.02.22 14:39:58 -08'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of adopting findings approving the Bio Clean Industries Corp. application and proposed agreement for a medical waste transfer facility franchise	))))

ORDER NO. _____

This matter came before the Board of Commissioners at its regularly scheduled public meeting on March 11, 2026, to consider adopting findings approving the Bio Clean Industries Corp. application and proposed agreement for a medical waste transfer facility franchise.

WHEREAS Bio Clean Industries Corp. applied for a medical waste transfer facility franchise.

WHEREAS the Board held a public hearing on July 23, 2025 and received evidence into the record.

WHEREAS at the end of the public hearing on July 23, 2025, the Board closed the hearing and directed public works staff and legal counsel to prepare draft findings for potential approval of the application as well as a draft franchise agreement.

WHEREAS proposed findings for potential approval of the application are attached as Exhibit 1, and the proposed franchise agreement is attached as Exhibit 2.

WHEREAS Bio Clean Industries Corp. has agreed to the findings for potential approval of the application attached as Exhibit 1 and the proposed franchise agreement attached as Exhibit 2.

IT IS HEREBY ORDERED the findings in Exhibit 1 approving the specific franchise agreement in Exhibit 2 are approved.

IT IS HEREBY FURTHER ORDERED the Board Chair is authorized to sign the specific franchise agreement in Exhibit 2 on behalf of the County.

DATED this 11th day of March 2026.

MARION COUNY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Exhibit 1

Findings on the application of Bio Clean Industries Corp. for a Transfer Facility franchise pursuant to Chapter 8.05 of the Marion County Code

> MCC 8.05.210: *Subject to ORS 459.145 and the requirements of ORS 459A.085, in areas outside of incorporated cities, the board may set rates for and prescribe the quality and character of solid waste management service. The board may also establish the minimum requirements to guarantee maintenance of service, divide the unincorporated area into service areas, grant franchises to persons for solid waste management service, and establish and collect fees from persons holding franchises*

This criterion will be met by the proposed franchise agreement that is being approved concurrent with these findings.

> MCC 8.05.220(A): *Applications for franchises shall be on forms provided by the public works department. In addition to the information requested on the forms, the public works department may require the filing of any additional information it deems necessary to ensure compliance with this chapter.*

This criterion has been met based on the application submitted to the satisfaction of public works.

> MCC 8.05.220(B): *All applications must be filed with the public works department. The applicant must submit a $250.00 application fee with the application.*

This criterion has been met based on the application submitted to the satisfaction of public works.

> MCC 8.05.230(A): *The applicant has letters of recommendation, as may be required.*

This criterion has been met based on the application and the evidence in the public hearing.

> MCC 8.05.230(B): *The applicant has experience to ensure compliance with this chapter and any regulations thereof. If the applicant does not have sufficient experience, the board may require the applicant to post a $50,000 surety bond guaranteeing full and faithful performance by the applicant of the duties and obligations of a franchise holder under the provision of this chapter and applicable federal, state, and local laws, rules, and regulations.*

This criterion has been met based on the application and the evidence in the public hearing.

> MCC 8.05.230(C): *The applicant shall have in force or shall provide sufficient proof of insurability, to the satisfaction of the board, that the hauler can obtain and maintain at least $500,000 per each occurrence, combined single limit of personal injury and property damage for comprehensive, general, and auto liability, or greater amount, as required by board order based upon a need for a greater amount of insurance in the board's judgment. Marion County shall be named as an additional insured.*

This criterion has been met based on the application and the evidence in the public hearing.

> MCC 8.05.240(A): *The board shall review applications, direct an investigation of the applicant as the board deems appropriate, and set a time for a public hearing on the application.*

This criterion has been met based on the application, the work by Public Works staff, and the evidence in the public hearing.

> MCC 8.05.240(B): *Notice of the public hearing on the application shall be given to all holders of franchises in the county. Notice of the public hearing shall be posted in the Marion County Courthouse and published in a daily or weekly newspaper, designated by the board, two times, at least two days apart; one published notice shall appear at least 20 days before the public hearing. The applicant shall pay the costs of publication. The notice shall contain the name of the applicant, the service area to be affected by the franchise, and the date, time and place of the public hearing on the application. The hearing date shall be scheduled by the board within 60 days from the date the application was filed with the public works department; however, the actual hearing date may not occur within that time.*

This criterion has been met as notice was properly given and a hearing was properly held. The public hearing notice was posted in two locations: Marion County Courthouse and Statesman Journal. The public hearing notice was published twice: June 26th and July 16th.

> MCC 8.05.240(C): *During the hearing, the board will receive testimony from staff, the applicant, any franchise holders, and the general public concerning the application for a franchise. All persons may submit written testimony for the board's consideration.*

This criterion has been met as a hearing was properly held and evidence received into the record.

> MCC 8.05.240(D): *The board shall make findings based upon the application, written and oral testimony, and documentary evidence, and either grant or deny the application. If the board finds that a modification of the service area is necessary, the board shall include the necessary modifications in its order granting the franchise. If the franchise request is for a service area already serviced by an existing franchisee, the board's findings shall include a showing of need for the applicant's franchise, based upon the fact that the existing franchisee has not been or is not willing to provide the solid waste management service as required by this chapter.*

This criterion has been met based upon these findings.

> MCC 8.05.240(E): *Upon receipt of the order granting the franchise, the applicant shall enter into a written franchise agreement with Marion County that will require compliance with this chapter, any applicable provision of ORS Chapters 459 and 459A, and any rules or regulations issued pursuant to ORS Chapters 459 and 459A by the Department of Environmental Quality or the Environmental Quality Commission.*

This criterion will be met by the proposed franchise agreement that is being approved concurrent with these findings. The agreement provisions satisfy the various requirements throughout MCC Chapter 8.05.

> MCC 8.05.240(F): *The franchise agreement with Marion County shall set forth its term and expiration date.*

This criterion will be met by the proposed franchise agreement that is being approved concurrent with these findings.

> MCC 8.05.240(G): *The applicant shall submit with the executed franchise agreement a certification of $500,000 per each occurrence, combined single limit of personal injury and*

property damage for comprehensive, general liability, and auto liability insurance, or greater amount as required by board order. The policy of insurance shall (1) name Marion County as additional insured, and (2) provide that the policy not be canceled, terminated, amended, or permitted to expire without at least 30 days' prior written notice to that effect to the county. Marion County shall be named as an additional insured.

This criterion will be met at the time the applicant signs the franchise agreement.

Exhibit 2

Franchise Agreement Between Marion County and Bio Clean Industries Corp. for Operation of Regulated Medical Waste Transfer Facility

[see following pages for specific agreement referenced in the findings]

Docusign Envelope ID: 6EB0A07F-F4CD-4CC9-816B-0CE4D47245E7

FRANCHISE AGREEMENT BETWEEN

MARION COUNTY

AND

BIO CLEAN INDUSTRIES CORP.

FOR

OPERATION OF A REGULATED MEDICAL WASTE TRANSFER FACILITY

This Agreement between Bio Clean Industries Corp., an Oregon corporation, hereinafter called Franchisee, and Marion County, a political subdivision of the State of Oregon, hereinafter called the County, provides for the operation of a regulated medical waste transfer facility, hereinafter called Facility, to process regulated medical waste to treat said waste before transportation to a DEQ approved disposal facility, that is approved by Marion County. Such a Facility is permitted through Marion County Code chapter 8.05, hereinafter called Code.

RECITAL

The Franchisee applied for a new franchise on April 15, 2025, and the Board conducted a hearing on that request July 23, 2025. The Board closed the hearing and directed public works staff and legal counsel to prepare draft findings for potential approval of the application as well as a draft franchise agreement.

DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

"Board" means the Marion County Board of Commissioners.

"Boxed Medical Waste" means the regulated medical waste collected and transported by Marion Environmental Services.

"County" means the Board or any department, official or employee that operates under the direction of the Board.

"Customer" includes any facility that receives, processes, or aggregates Regulated Medical Waste to be delivered to Franchisee.

"Director" means the Director of the Marion County Department of Public Works.

"Disposal Facility" means any facility permitted by the Oregon State Department of Environmental Quality to accept and dispose of solid waste.

Docusign Envelope ID: 6EB0A07F-F4CD-4CC9-816B-0CE4D47245E7

"Facility" means a Regulated Medical Waste processing site which includes the receiving and process area, together with all structures, paving, equipment, trucks, transfer trailers or boxes, and improvements.

"Human Fetal Tissue" means tissue or cells from a dead human embryo or fetus resulting from a spontaneous or induced abortion or a stillbirth, but does not include non-fetal products of conception (i.e., placenta, umbilical cord, amniotic fluid and membranes).

"Code" means the Marion County Code chapter 8.05, including all amendments thereto.

"Public Hauler" means any person who transports waste to the Facility and is not franchised by the Board.

"Parties" means collectively the Franchisee and County, each may be referred to individually as a "Party".

"PROHIBITED WASTE" shall include Human Fetal Tissue in any amount, and the following material if present in concentrations or quantities that, in the reasonable judgment of the Franchisee: (1) would post a substantial threat to public health or safety, (2) may cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility:

- **Hazardous Wastes**: Materials that are flammable, corrosive, reactive, toxic, or otherwise damaging to the environment (e.g., certain oils, gasoline, pool chemicals, pesticides).
- **Asbestos-Containing Materials**: As defined in OAR 340-248-0010.
- **Liquid Waste for Disposal**: Prohibited in material amounts.
- **Radioactive Waste**.
- **Explosives**.
- **Sewage Sludge and Grit/Septage**.
- **Specific Banned Items (for disposal)**:
    - Used oil (must be collected separately for recycling).
    - Lead-acid batteries.
    - Whole tires.
    - Covered Electronic Devices (CEDs): Televisions, computers, monitors, printers, etc., which must be recycled under Oregon's e-waste program.
    - Large home or industrial appliances.
    - Discarded or abandoned vehicles.
    - Source-separated recyclable materials.
- Any other prohibited material per County Code.

"Recyclable Material" means any material or group materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

"Regulated Medical Waste" or "RMW" means biological waste, cultures and stocks, and sharps collected in County and out of County, including boxed medical waste, that is

Docusign Envelope ID: 6EB0A07F-F4CD-4CC9-816B-0CE4D47245E7

generated as a result of health care diagnosis processes, treatment or immunization of human beings or animals. "Regulated Medical Waste" or RMV" specifically does not include Prohibited Waste.

"Residual Material" means the material that remains after being processed at the Bio Clean facility.

"Solid Waste" means all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owner at the time of such discard including, but not limited to, all putrescible and non-putrescible wastes, garbage, rubbish, refuse, ashes, waste paper, and cardboard; commercial, industrial, demolition, and construction wastes; discarded or abandoned vehicles or parts thereof; discarded home and industrial appliances; manure, vegetable or animal solid and semi solid wastes, dead animals, and other wastes; but the term does not include those exceptions in ORS 459.005 and any materials not permitted at the Facility by the Department of Environmental Quality.

"Tons" mean a "short ton" of 2,000 pounds avoirdupois.

AGREEMENT

The Parties agree as follows:

1. Franchisee shall comply with the terms of the Code, the applicable terms of ORS Chapter 459 and 459A, and any rules and regulations issued pursuant thereto by the Department of Environmental Quality or the Environmental Quality Commission.

2. The Franchisee shall hold and maintain all applicable environmental and other governmental permits, licenses, and authorizations that are necessary for the operation of the Facility, and that are required to be issued under law.

3. The Board, by state statute, has the authority to designate a Disposal Facility for solid waste collected in Marion County. This authority is not waived if the County does not make a designation or accepts a Disposal Facility selected by the Franchisee. If the Board or Director chooses to change a designation, it shall consult with the Franchisee to try to coordinate the interest of the Franchisee and Board. The costs of disposal and the operations of the Facility shall be considerations in designating a Disposal Facility. Notwithstanding the above considerations, the Board retains its discretion to make any final decision on designating a Disposal Facility.

4. The Franchisee may operate a Regulated Medical Waste facility, to process Regulated Medical Waste collected by franchised haulers in Marion County, and receive regulated medical waste from outside of Marion County such that said waste may be disposed of at a Disposal Facility.

Docusign Envelope ID: 6EB0A07F-F4CD-4CC9-816B-0CE4D47245E7

5. The Board hereby approves the processing franchise with the Franchisee to operate a regulated medical waste processing facility under the Code and Order No. _____. The Agreement shall become effective April 1, 2026 and terminate March 31, 2036 unless sooner terminated in accordance with the requirements of County Code.

6. The provisions of this Agreement may be amended from time to time upon mutual agreement of the Parties reduced to writing and attached hereto and incorporated herein.

7. The content and future changes to this agreement shall, without limiting other considerations, result from addressing the operation of the Facility, and shall include changes in waste flow, waste characterization, protection of investment, risk, profitability, and recycling goals. Either Party may suggest changes. Both Parties shall negotiate suggested changes in good faith. No amendment shall materially increase the Franchisee's operation cost without reasonable compensation.

8. At the end of each calendar year the Director and Franchisee shall coordinate in good faith a meeting at which they will discuss the past and future operation, waste flow, removal rates, tip fee, profitability, reserves and improvements to the Facility. The purpose of the discussion and review is to make any necessary adjustments to these items that are appropriate and meet the needs of the Board and the Franchisee. No later than thirty calendar (30) days prior to each year Franchisee shall send Director a letter identifying any proposed changes to its operation or fees.

9. The transfer franchise is issued by the Board to operate a Regulated Medical Waste facility that will prepare waste for final disposal. The transfer franchise may be transferred to another location only by mutual agreement of the Parties. If the Board transfers the franchise to another location, Franchisee agrees to modify the agreement accordingly.

10. Franchisee shall not dispose of solid waste at this Facility and shall only accept RMW, which may include solid waste that is both collected by Marion Environmental Services and incidentally comingled with the RMW by Marion County Environmental Services. Franchisee shall accept RMW to be processed and transferred to a Disposal Facility at the direction of the Director. Delivery by a Public Hauler to the Facility may occur at the direction of the Director.

11. Notwithstanding any other provision of this Agreement, Franchisee may receive RMW for processing at the Facility subject to the following terms and conditions: (i) each contract for the delivery and processing of RMW shall contain the agreement that no Human Fetal Tissue shall be delivered by haulers transporting the waste; (ii) each hauler delivery contains no Human Fetal Tissue; (iii) RMW

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must be delivered in sealed containers or packaging bearing an appropriate bio-hazard symbol, in vehicles that comply with all applicable laws; (iv) RMW must be processed at the Facility and otherwise in compliance with all applicable laws; (v) the County will have the right to reasonably inspect the contents of any container of RMW; (vi) the Parties shall work in good faith to develop a reasonable inspection protocol that complies with applicable laws; and (vii) each contract for the delivery and processing of RMW shall contain the agreement that Franchisee, and the County upon request to Franchisee, shall have the right to visit any upstream Customer facility that receives, processes, or aggregates RMW to be delivered to the Facility, for the purpose of inspection of Customer's processes and waste streams.

12. Franchisee, and the County upon request to Franchisee, shall have the right to visit any upstream Customer facility that receives, processes, or aggregates RMW to be delivered to the Facility, for the purpose of inspection of Customer's processes and waste streams. The County shall provide reasonable prior notice of its intent to visit Franchisee and any Customer facility or facilities, and County may have Franchisee schedule such visits with the upstream Customer. Franchisee will undertake its own inspections and audits of Customers as reasonable and necessary, but no less than at least one inspection and/or one audit annually, per facility delivering RMW to the Facility, to ensure the customer is following the prescribed process and procedures to prevent Prohibited Waste from being delivered to the Facility. At least annually, Franchisee shall provide a report with all of its inspections and/or audits to the County.

13. Franchisee shall keep litter and debris picked up at the Facility in order to minimize the littering of surrounding property and to keep the Facility location in a good, clean, and orderly condition.

14. The Franchisee shall maintain, in effect during the term of the Agreement:

a. automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit personal injury and property damage;

b. comprehensive general liability in the amount of $1,000,000 per occurrence and $2,000,000 aggregate.

These amounts shall be minimums and may be increased to greater amounts if so directed by the County. The County shall be named as an additional insured on a separate written endorsement on all such insurance and receive a certification of such insurance. The County may direct the Franchisee to obtain insurance in amounts greater than specified herein.

Franchisee is an independent contractor, and is solely responsible for any and all Federal and State taxes, Social Security, Unemployment Compensation, Workers' Compensation, and other applicable requirements for their employees and agents.

Docusign Envelope ID: 6EB0A07F-F4CD-4CC9-816B-0CE4D47245E7

Franchisee shall provide the County with evidence that it is either a "contributing employer" or a "direct responsibility employer" having coverage for Workers' Compensation as required by ORS Chapter 656, or that it employs no person subject to the requirement for such coverage.

15. Solid waste will not be disposed of at the Facility, and therefore the Board waives the requirements for pollution insurance pursuant to Code section 8.05.470.

16. Franchisee shall defend, indemnify and hold harmless the County and its officials, officers, employees, and agents from any and all liabilities, suits, actions, claims, judgments, losses, costs, expenses, and attorney's fees for property damage, or personal injury or death of any person or persons arising out of the negligence, omission, or other wrongful conduct of Franchisee or any of its officials, agents, or employees in connection with its obligations or rights under the agreement.

17. The County will direct delivery of all Regulated Medical Waste received from County franchised haulers that serve Regulated Medical Waste generators within Marion County. In addition, the volume may be revised due to a change in the management of waste flow provided under any future adopted county Solid Waste Management Plan. However, any such change in volume during the term of this agreement shall be upon mutual agreement of the Parties, in accordance with sub-section 6 of this agreement and in accordance with Franchisee's DEQ Transfer Station Permit and City of Salem Conditional Use Permit.

18. Regulated Medial Waste Residual shall meet all Federal, State, County, and City laws governing proper disposal of this material.

19. Franchisee shall pay to the County an annual franchise fee of five percent of gross annual income for materials received from Franchised Collection Companies within Marion County. For those materials received from Outside of Marion County Franchisee shall pay to the County an annual franchise fee of five percent of gross annual income. The Board may modify the franchise fee percentage or calculation starting in a calendar year following at least 90 days advance notice before January 1 of that calendar year.

20. Franchisee shall charge disposal rates and fees approved by the Board, pursuant to Exhibit A and as amended from time to time.

21. Franchisee shall install, maintain, and operate a scale, gatehouse and billing system at the Facility adequate to weigh all Regulated Medical Waste delivered to the Facility and to bill and collect all fees in conformance with Exhibit A.

22. The Director, at her/his option, may place a Marion County employee or agent anytime at the Facility to audit the scale and gate, and to bill, and collect the processing fee from the inbound customers as part of the Marion County solid waste management system.

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23. The Board, Director, or their representatives shall have the right to visit the site and inspect the operation of the Facility, at any time during the term of this agreement.

24. Franchisee shall be responsible for removing, transporting, and disposing of all residual waste generated at the Facility to a Disposal Facility approved by the Board. The removal, transportation, and disposal shall be accomplished in accordance with all applicable federal, state, and local laws.

25. Franchisee shall submit a monthly written report to the Director. The report shall state the total tonnage of Regulated Medical Waste received from each customer, the fees received from customers, and the tonnage of Regulated Medical Waste hauled to the authorized Disposal Facility.

26. Franchisee shall submit an annual financial statement, balance sheet and asset register to the Director by April 30th for the preceding calendar year. The report shall provide information that is sufficient to determine the revenue received from all sources, the expenses incurred by category, the amount of taxes paid and net profit received.

27. Franchisee shall maintain books and records sufficient to accurately disclose all receipts for services performed pursuant to this franchise agreement. These books and records shall be open for inspection at reasonable times and places by authorized personnel of the Director. Any audit conducted shall be conducted pursuant to the Code and this agreement; and shall be conducted at the Marion County Board of Commissioners office or other location as reasonably directed by the Director.

28. Franchisee may subcontract out services required by this franchise with the prior written consent of the Director, subject to existing collection franchises.

29. Franchisee agrees to comply with the Civil Rights Act of 1964, and 1991, and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4 which states in part, "No qualified person shall on the basis of handicap 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," and the Americans with Disabilities Act of 1990.

30. Franchisee shall comply faithfully with the terms of this agreement and the Code as it may from time-to-time be amended, and with any orders or determinations of the Board or Director made pursuant to the Code. Any violation of this agreement is a violation of the Code and any remedies, penalties or appeals of such violation are governed by the terms of the Code.

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31. Neither this agreement nor the franchise may be assigned by the Franchisee without prior written approval of the Board. Any transfer of the franchise or this agreement shall be pursuant to the Code and amendments thereto.

32. The provisions of the agreement shall constitute the entire agreement between the Parties for providing and operating the Facility.

33. In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the validity of any other provision of this agreement.

34. Franchisee hereby certifies that it is an independent contractor and its employees are not employees of Marion County. The Franchisee shall be responsible for, and absolve Marion County of, any and all payments or liability required by law for Federal and State Social Security (FICA), Worker's Compensation, Unemployment Compensation, Public Retirement, Oregon Transit Tax, Oregon Corporate Activity Tax, taxes of any kind, and other such benefits for its employees or any other person the Franchisee may have assistance from in performance of the agreement. Franchisee shall provide workers' compensation insurance coverage for all individuals who perform labor under this Agreement before labor under this agreement commences. Franchisee shall be responsible to verify employment eligibility for all persons performing labor for it pursuant to the Immigration Reform and Control Act of 1986. Upon request of the Director, Franchisee shall provide the Director with properly executed copies of form 1-9.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 6EB0A07F-F4CD-4CC9-816B-0CE4D47245E7

SIGNATURE PAGE

Recommended By:
MARION COUNTY

DocuSigned by:
Brian Nicholas
9793BA7ACD6D443...
2/25/2026

Director of Public Works — Date

APPROVED AS TO FORM:

DocuSigned by:
F4592AF8CAA542C...
2/25/2026

Contracts Coordinator — Date

APPROVED AS TO FORM:

Signed by:
Steve Elzinga
C5EA8DCC00954C9...
2/25/2026

Legal Counsel — Date

Franchisee

President
Title

Signature — 2-24-26 Date

Chad Robinson
Name (Print or Type)

PO Box 4043
Address (Print or Type)

Salem Oregon 97302
Address cont.

46-3955777
FEIN ID# or SSN#

MARION COUNTY
BOARD OF COMMISSIONERS

Commissioner — Date

Commissioner — Date

Commissioner — Date

Docusign Envelope ID: 6EB0A07F-F4CD-4CC9-816B-0CE4D47245E7

Exhibit A
Fee Schedule

The charge for waste transfer and treatment will be $17.00 per box.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Public Works

Title: Temporary Construction Speed Zone Order for Brooklake Road

Management Update/Work Session Date: February 17, 2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Carl Lund **Phone:** 503-566-3984

Requested Action:

Approve the enclosed Order establishing a temporary construction speed zone on Brooklake Road NE, reducing the posted speed from 35 MPH to 25 MPH, to facilitate public safety during construction of the Brooks Community Service District (BCSD) water system improvement project. This will include an approximately three-week-long lane closure on Brooklake Road.

Issue, Description & Background:

During an upcoming construction activity for the BCSD waster system improvement project, Brooklake Road will be closed to westbound traffic. Eastbound traffic will remain open, but shifted to the opposite lane. For work zone safety purposes, a temporary construction speed reduction from 35mph to 25mph is recommended for the duration of the project's impact on Brooklake Road.

Financial Impacts:

None

Impacts to Department & External Agencies:

No department or agency impacts are expected.

List of attachments: Board Order, Location map

Presenter: Carl Lund

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.03.02 15:53:42 -08'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of establishing a temporary)
speed on a portion of Brooklake Road NE)

ORDER No. ____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on March 11, 2026.

WHEREAS, ORS 810.010 declares that the county governing body is the road authority for all county roads located outside of an incorporated city; and

WHEREAS, ORS 810.180(8) allows a road authority to establish by order a temporary designated speed for roads within its jurisdiction if, among other reasons, the temporary designated speed is necessary to protect the safety of the public and workers when construction or maintenance activities constitute a danger; and

WHEREAS, Brooklake Road NE, located in unincorporated Marion County, is a county road under the jurisdiction of the Marion County Board of Commissioners; and

WHEREAS, Marion County is constructing waterline improvements on Brooklake Road NE between 50th Avenue NE and OR Highway 99E (Portland Road NE); and

WHEREAS, the statutory speed on Brooklake Road NE is 35 miles per hour pursuant to ORS 811.111(1)(d)(F); and

WHEREAS, the Marion County Board of Commissioners finds that the Brooks Water project constitutes a danger to the public traveling over such sections of roads and to the workers working on the project, so that a temporary designated speed is necessary to protect the safety of the public and workers working in the Brooklake Road construction zone; and

WHEREAS, the Brooks Water Project is scheduled to take place between March of 2026 and October of 2026; now, therefore,

1. IT IS HEREBY ORDERED that a temporary designated speed of 25 miles per hour is established for Brooklake Road NE from approximately 0.55 miles west of OR Highway 99E to OR Highway 99E.
2. IT IS FURTHER ORDERED that the temporary designated speed on Brooklake Road NE shall be in place while temporary traffic control is installed on Brooklake Road from March 2026 through October of 2026; and
3. IT IS FURTHER ORDERED that signage consistent with the requirements of ORS 810.180(8)(d) be posted as necessary to inform the public.

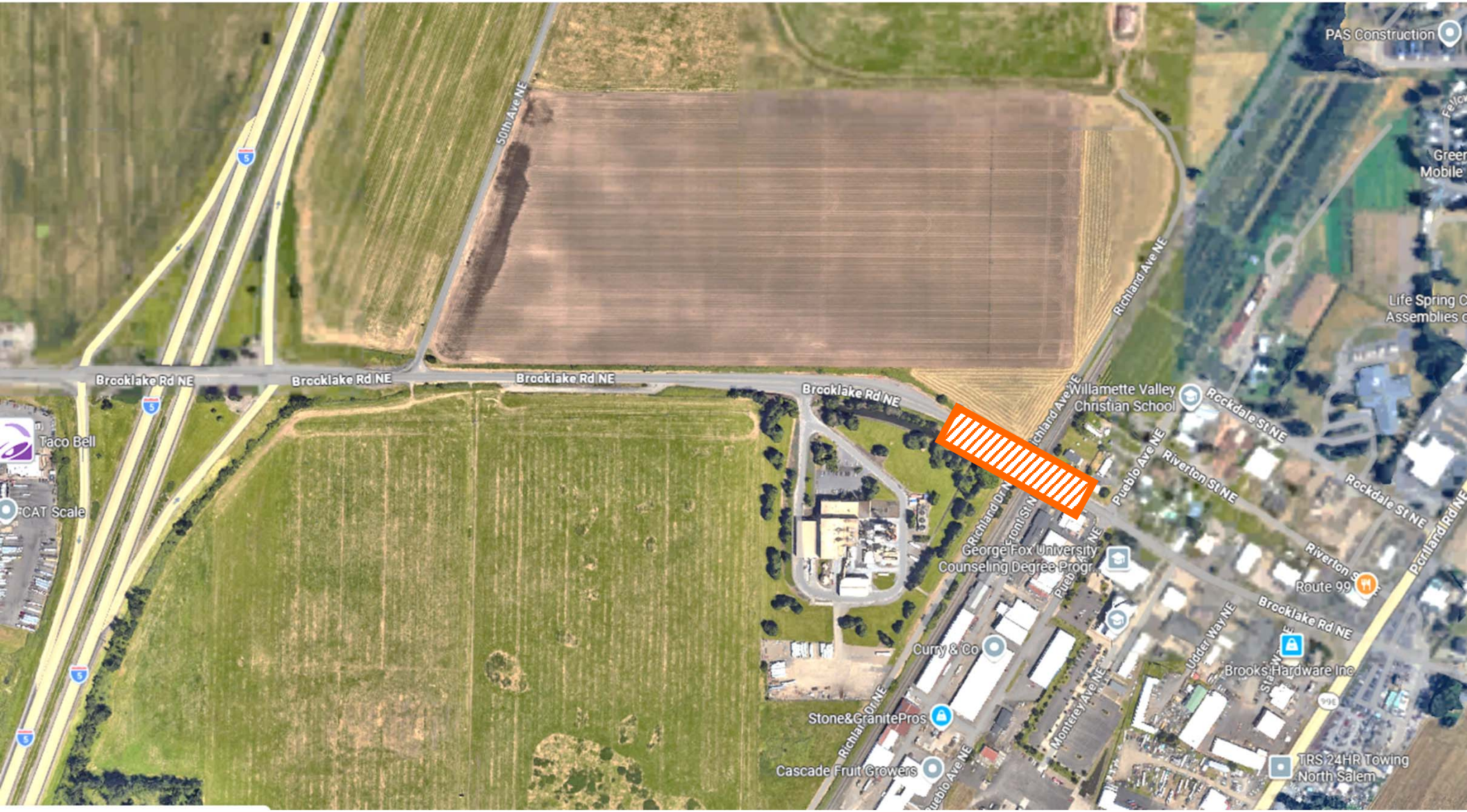
DATED at Salem, Oregon, this 11th day of March 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner


PAS Construction
50th Ave NE
Brooklake Rd NE
Brooklake Rd NE
Brooklake Rd NE
Brooklake Rd NE
Richland Ave NE
Willamette Valley Christian School
Rockdale St NE
Pueblo Ave NE
Riverton St NE
Rockdale St NE
Portland Rd NE
Taco Bell
CAT Scale
George Fox University Counseling Degree Progr
Route 99
Brooklake Rd NE
Curry & Co
Udder Way NE
Brooks Hardware Inc
Monterey Ave NE
Stone&GranitePros
Cascade Fruit Growers
TRS 24HR Towing North Salem

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/11/2026

Department: Public Works

Title: Salmon Falls Park Improvements Construction Contract PW-7009-26

Management Update/Work Session Date: 3/3/2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Kevin Thompson **Phone:** 503-566-4158

Requested Action:

Approve Construction Contract PW-7009-26 with CPM Development Corporation dba Siegmund Excavation & Construction in the amount of $147,857.50 to construct improvements to Salmon Falls Park, including ADA concrete paths and parking stall, paving of the entrance road and parking area, and other miscellaneous improvements.

Issue, Description & Background:

On January 27, 2026, bids were received and opened for the subject project with a total of seventeen (17) responsive bidders ranging from a high bid of $309,670.00 to a low bid of $147,857.50 from CPM Development Corporation dba Siegmund Excavation & Construction. A contract in the amount of $147,857.50 is being presented with CPM Development Corporation dba Siegmund Excavation & Construction as the lowest responsible bidder.

Financial Impacts:

The total construction contract in the amount of $147,857.50 is County funded.

Impacts to Department & External Agencies:

Entering into this contract does not directly impact any other Marion County departments and will benefit the public at large.

List of attachments:

Construction Contract PW-7009-26

Presenter:

Ryan Crowther and Kevin Thompson

Department Head Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.02.10 13:43:48 -08'00'

Contract Review Sheet

Public Improvement Agreements **PW-7009-26**

Title: **Salmon Falls Park Improvements**

Contractor's Name: **CPM Development Corp**

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

Analyst: **Kathleen George** Phone #: **-4388**

Term - Date From: **Execution** Expires: **August 31, 2026**

Original Contract Amount: **$ 147,857.50** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 147,857.50** Amd% **0%**

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

Source Selection Method: **20-0255 Invitation to Bid** ITB# **PW1752-26**

Description of Services or Grant Award

Construction of Salmon Falls Park Improvements which includes excavation, conduit and concrete pay station foundation, 6” concrete ADA parking pad with pavement markings, and asphalt concrete pavement.

Desired BOC Session Date:	**3/11/2026**	Contract should be in DocuSign by:	**2/25/2026**
Agenda Planning Date	**3/5/2026**	Printed packets due in Finance:	**3/3/2026**
Management Update	**3/3/2026**	BOC upload / Board Session email:	**3/4/2026**

BOC Session Presenter(s) **Shane Ottosen** Code: **Y**

REQUIRED APPROVALS

Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

CONSTRUCTION CONTRACT PW-7009-26

This Contract made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, CPM Development Corporation, dba Siegmund Excavation & Construction, hereinafter called the "Contractor" for the Project entitled: Salmon Falls Park Improvements.

WITNESSETH

Contractor, in consideration of the sum of $147,857.50 (the “Contract Price”), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

1. Contract Exhibits. This Contract includes the following exhibits, each of which are incorporated into this Contract and by this reference are made a part hereof as though fully set forth herein:
   Exhibit A – BID SCHEDULE
   Exhibit B – BID CERTIFICATION
   Exhibit C – PERFORMANCE BOND
   Exhibit D – LABOR AND MATERIALS PAYMENT BOND
   Exhibit E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION
   Exhibit F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
   Exhibit G – PROJECT WAGE RATES
   Exhibit H – **RESERVED**
   Exhibit I – SPECIAL PROVISIONS
   Exhibit J – PLANS AND DRAWINGS
   Exhibit K – GENERAL CONDITIONS FOR CONSTRUCTION FOR MARION COUNTY (v2024)
   Exhibit L – INVITATION TO BID

   In the event of a conflict between two or more provisions within any of the documents comprising this Contract, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Contract is as follows, listed from highest precedence to lowest precedence: (1) this Contract without exhibits, (2) Exhibit I, (3) Exhibit K, (4) Exhibit G, (5) Exhibit L (6) Exhibit J, (7) Exhibit A (8) Exhibit B, (9) Exhibit C, (10) Exhibit D, (11) Exhibit E, (12) and (13) Exhibit F.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5. Contractor shall indemnify, defend, save and hold harmless the County and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all

claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

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

6. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

7. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.

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

9. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.

10. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.

11. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

    a. Compliance with Regulations.

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

b. Nondiscrimination.

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

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

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

d. Information and Reports.

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

e. Sanctions for Noncompliance.

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

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

f. Incorporation of Provisions.

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

g. Independent Contractor.

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

services under this Contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

h. Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals 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

CONTRACTOR SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT L

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

SALMON FALLS PARK IMPROVEMENTS

MARION COUNTY, OREGON

Bid Publication Date: January 7, 2026

Bid Opening: January 27, 2026

MARION COUNTY BID #: PW1752-26

OREGONBUYS BID SOLICITATION #: S-C25102-00015358

ONEOFFICE NO. 2026-350
ACCOUNTING PROJECT NO. 105482

MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron	Commissioner
Danielle Bethell	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works



EXPIRES: 12/31/2026

Electronic copies of this Invitation To Bid and attachments, if any, can be obtained from the Marion County Procurement Portal at the URL:

https://contracts.co.marion.or.us/gateway/

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INTRODUCTION

1.1 Description of Work

Construction includes excavation, conduit and concrete pay station foundation, 6" concrete ADA parking pad with pavement markings, and asphalt concrete pavement as called for in the Plans and Specifications, and such Incidental Work as requested by the Engineer. The estimated project cost range is $150,000 to $250,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on January 27, 2026. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

PUBLIC BID OPENING
Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on Tuesday, January 27, 2026, at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link: ITB – Salmon Falls Park Improvements.

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at https://oregonbuys.gov/bso/ under the solicitation number listed above.

1.4 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

1.5 Time for Completion of Work

Complete all Work according to 00180.50(h) within 30 Calander days of the installation of the CXT prefabricated restroom by Marion County Public Works. At this time, it is anticipated that the restroom will be installed by March 20, 2026, but that date is subject to change. Work that doesn't require restroom installation (i.e. asphalt paving) may occur per specification requirements and after notice-to-proceed is issued.

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.6 Funding

This project is Locally Funded.

1.7 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Alicia Jones	503-373-4320	PWcontracts@co.marion.or.us

1.8 Bid Guarantee

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid per 00120.40(e).

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:
https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at:
https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.10 Prevailing Wage Rate Requirements

This Project is subject to Oregon prevailing wage rate law (BOLI), and any amendments in effect when the project was first advertised, the rates will apply for the duration of the project.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package as **one pdf file:**

- Bid Schedule – Attachment A
- Bid Certification – Attachment B
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e)) – Attachment C
- Drug and Alcohol Testing Policy Certification – Attachment D
- Fillable Bid Schedule

NOTE: All mandatory submission forms must be combined and submitted as one pdf file.

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form – Attachment E

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the

right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.12 Bid Evaluation

The Agency will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the Agency per Section 00120.70 of the General Conditions. The Agency reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the Agency determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the Agency.

METHOD OF BID AWARD: Award will be made to the responsible Bidder submitting the lowest total for a responsive BASE BID and ALTERNATES selected for award. County reserves the right to award none, any, or all, alternatives listed and to reject BIDS.

1.13 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.14 Contract Expiration Date

Contract 2026-350 expires on August 31, 2026.

EXHIBIT A

BID SCHEDULE
Marion County Public Works
SALMON FALLS PARK IMPROVEMENTS
Marion County Bid Solicitation #: PW1752-26
OregonBuys Bid Solicitation #: S-C25102-00015358
ONEOFFICE #: 2026-350

PROJECT NUMBER 1 - SALMON FALLS IMPROVEMENTS

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100000A	MOBILIZATION	1.00	LUMP SUM	$14,250.00	$14,250.00
0280-0100000A	EROSION CONTROL	1.00	LUMP SUM	$2,400.00	$2,400.00
0280-0257	CONCRETE WASHOUT FACILITY	1.00	LUMP SUM	$950.00	$950.00
0290-0100000A	POLLUTION CONTROL PLAN	1.00	LUMP SUM	$250.00	$250.00
0305-0100000A	CONSTRUCTION SURVEY WORK	1.00	LUMP SUM	$2,750.00	$2,750.00
0330-0150	GENERAL EXCAVATION	1.00	LUMP SUM	$7,000.00	$7,000.00
0640-0100000M	AGGREGATE BASE	110.00	TON	$49.50	$5,445.00
0740-0100000M	COMMERCIAL ASPHALT CONCRETE PAVEMENT	105.00	TON	$159.50	$16,747.50
0759-0128000J	CONCRETE WALKS	500.00	SQUARE FOOT	$15.00	$7,500.00
0759-0470	6" CONCRETE ADA PARKING PAD	1,490.00	SQUARE FOOT	$13.50	$20,115.00
0815-0101000E	REMOVABLE BOLLARDS	4.00	EACH	$1,000.00	$4,000.00
1050-0120000E	30 FOOT DOUBLE GATES	1.00	EACH	$9,000.00	$9,000.00
9999-617	PAY STATION FOUNDATION AND CONDUIT	1.00	LUMP SUM	$1,200.00	$1,200.00

ECMS 2026-350 - TOTAL BASE BID $91,607.50

ALTERNATE 1 - SALMON FALLS PARKING LOT PAVING

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0740-0100000M	COMMERCIAL ASPHALT CONCRETE PAVEMENT	450.00	TON	$125.00	$56,250.00

ECMS 2026-350 - TOTAL ALTERNATE 1 $56,250.00

ECMS 2026-350 - TOTAL BASE BID + ALTERNATE 1 $147,857.50

1/27/26

EXHIBIT B

ATTACHMENT B – BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid 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 records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal 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.
- 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 Federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- 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.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder 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 a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco

Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: $ 30 million . The Bidder declares the portion of this amount which remains available at time of completion of this form is $ 20 Million .

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project.

Acknowledgement of receipt of addenda:

No. Ø **Date:** N/A
No. ____ **Date:** ____
No. ____ **Date:** ____
No. ____ **Date:** ____
No. ____ **Date:** ____

[The remainder of this page intentionally left blank.]

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1 BCLH PHASE 3/4

Location (city/state)	DETROIT, OR
Owners Name	USFS
Type of Work	EXCAVATION, GRADING, DRAINAGE, PAVING, ETC.
% Completed	50%
Estimated Completion Date	12/2026

Contract #2 MILL CITY FALLS PARK

Location (city/state)	MILL CITY, OR
Owners Name	CITY OF MILL CITY
Type of Work	EXCAVATION, UTILITIES, CONCRETE, PAVING, ETC.
% Completed	100%
Estimated Completion Date	12/2023

Contract #3 SALMON FALLS RESTORATION

Location (city/state)	MARION COUNTY, OR
Owners Name	MARION COUNTY
Type of Work	GRADING, ESCM, SURVEY, EXCAVATION, ETC.
% Completed	100 %
Estimated Completion Date	6/30/25

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	ERICK LARSEN
Business or Employer	USFS
Telephone	541-367-3486
Project Name/$ Amount	BCLH $24M

#2 Project Owner Reference

Reference Name	RYAN WADE / KEVIN THOMPSON
Business or Employer	MARION COUNTY
Telephone	503-365-3149
Project Name/$ Amount	SALMON FALLS RESTORATION - $ 150K

#1 Subcontractor Reference

Reference Name	STEVEN DARK
Business or Employer	OSDC
Telephone	503-507-1204
Project Name/$ Amount	VARIOUS - MILLIONS

#2 Subcontractor Reference

Reference Name	TIM SCHUNTER
Business or Employer	SCHUNTER TRUCKING
Telephone	503-932-8007
Project Name/$ Amount	VARIOUS - MILLIONS

The name of the Bidder who is submitting this Bid Certification is:

Company: CPM Development Corp dba Siegmund Excavation & Construction
(Print or Type)

Address: PO Box 8 40
(Print or Type)

City, State Zip Stayton, OR 9738 3
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Dated this 27th day of January, 2026.

Construction Contractor's
Board Registration Number

150240

CPM Development Corp dba Siegmund Excavation & Construction
Firm Name

Signature of Bidder

Steve Smith
Name Print or Type

Vice President
Title Print or Type

Telephone No. 503-399-4690

Email Address: gibson.kuenzi@siegmundexcavation.com

Tax ID # 91-1272258

Business Organization: (Check one)

☑ Corporation ☐ Limited Liability Company ☐ Joint Venture

☐ Partnership ☐ Sole Proprietorship ☐ Other _____

Bond No. 69453-ZUR-26-13

ATTACHMENT C – BID BOND

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

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Salmon Falls Park Improvements / PW1752-26 said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 22nd day of January, 2026

CPM Development Corporation dba
Siegmund Excavation & Construction
Principal

By: _____

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

Fidelity and Deposit Company of Maryland
Surety

By: _____
Attorney-in-Fact Carolyn E. Wheeler

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Carolyn E. Wheeler, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 31st day of March, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of January, 2026.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT C

Bond No. 9495149

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned CPM Development Corporation dba Siegmund Excavation & Construction as PRINCIPAL (hereinafter called CONTRACTOR), and (*) a corporation organized and existing under and by virtue of the laws of the state of IL duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of One Hundred Forty-Seven Thousand Eight Hundred Fifty-Seven and 50/100 ---------- Dollars ($147,857.50 ----------) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated _____ ___, 20__, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Salmon Falls Park Improvements / PW1752-26

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

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Salmon Falls Park Improvements / PW1752-26 are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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

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

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

(*) Fidelity & Deposit Company of Maryland

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20 26 .

Fidelity & Deposit Company of Maryland	CPM Development Corporation dba Siegmund Excavation & Construction
SURETY	CONTRACTOR
By:	By:
Title: Olga Iglesias, Attorney-In-Fact	Title: CONSTRUCTION MANAGER
1299 Zurich Way, 10th Floor	100 SW Sublimity Blvd.
Street Address	Street Address
Schaumburg, IL 60196-1056	Sublimity, OR 97385
City State ZIP	City State ZIP
1-800-382-2150	503-399-4690
Phone Number	Phone Number

EXHIBIT D

Bond No. 9495149

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned CPM Development Corporation dba Siegmund Excavation & Construction as PRINCIPAL and Fidelity & Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the state of IL, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY and ODOT, as duel OBLIGEE, in the sum of One Hundred Forty-Seven Thousand Eight Hundred Fifty-Seven and 50/100 Dollars ($147,857.50 ----------) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated _____, 20___, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Salmon Falls Park Improvements / PW1752-26.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Salmon Falls Park Improvements / PW1752-26, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.

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

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of_____ ___, 20<u>26</u>.

Fidelity & Deposit Company of Maryland	CPM Development Corporation dba Siegmund Excavation & Construction
SURETY	CONTRACTOR
By:	By:
Title: Olga Iglesias, Attorney-In-Fact	Title: CONSTRUCTION MANAGER
1299 Zurich Way, 10th Floor	100 SW Sublimity Blvd.
Street Address	Street Address
Schaumburg, IL 60196-1056	Sublimity, OR 97385
1. City, State Zip	
1-800-382-2150	503-399-4690
Phone Number	Phone Number

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Olga Iglesias, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT E

ATTACHMENT D – DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

____X____ Yes _____ No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name CPM Development Corp dba Siegmund Excavation & Construction

Name/Title Steve Smith / Vice President

Address PO Box 840, Stayton, OR 97383

Signature 

Date 1/27/26

EXHIBIT F

ATTACHMENT E – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed $100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "Santiam River (Gates) Bridge" (see Invitation To Bid cover page).

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or $15,000, whichever is greater, or
2. $350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Salmon Falls Park Improvements

ECMS Contract # Marion County Bid: PW1752-26 / Oneoffice No. 2026-350

Bid Opening Date January 27, 2026

Name of Bidding Contractor CPM Development dba Siegmund Excavation & Construction

☒ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).*

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
N/A	N/A
Category of Work	
N/A	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

EXHIBIT G

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Wage Rates are Subject to Change - Modifications or amendments to BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page for modifications and amendments up until Bid Opening.

EXHIBIT I

SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Replace "PART 00100 – GENERAL CONDITIONS" of the 2024 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at http://www.co.marion.or.us/PW/Engineering and included in these Special Provisions by reference.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- ATSSA - American Traffic Safety Services Association
  www.atssa.com
- NTMAG - Nonfield-Tested Materials Acceptance Guide
  https://www.oregon.gov/odot/Construction/Documents/NTMAG_202401.pdf
- QPL - Qualified Products List
  www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Connex
  https://connex.rtvision.com/contracts/awarded
- Marion County General Conditions for Construction
  www.co.marion.or.us/PW/Engineering/Pages/default.aspx

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.00 Prequalification of Bidders – Replace the first sentence with the following:

For this project the Agency requires contractors to be prequalified with the Oregon Department of Transportation (ODOT), which will prequalify bidders according to ODOT's Oregon Administrative Rules and prequalification procedures.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

00150.50(c) Contractor Responsibilities – Add the following to the end of the bullet list:

- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration's "Table A – Minimum Clearance Distances".

Add the following subsection:

00150.50(f) Utility Information - Within the Project limits, there are no anticipated utility conflicts.

The Contractor shall comply with ORS 757.557 and request utility locates at least 2 days before starting any excavation.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions modified as follows:

00160.30 Agency-Furnished Materials - Add the following to the end of the subsection:

The Agency purchased the following equipment:

- 30'-wide double gate with gate receiving posts

The materials listed as Agency-Furnished Materials will be furnished to the contractor free of charge for installation.

The materials will be available at Marion County Public Works. All costs of handling, hauling, unloading, and placing Agency-furnished Material shall be considered included in the price paid for the Pay Item involving such Material.

Schedule a date and time to pick up materials with Kevin Thompson at:

Phone: 503-566-4158 Email: KThompson@co.marion.or.us.

The Contractor shall be responsible for all Materials furnished by the Agency and shall pay all demurrage and storage charges. The Contractor shall replace at its expense Agency-furnished Materials lost or damaged due to any cause.

All Agency-furnished Materials not incorporated into the Work remain the property of the Agency. The Contractor shall deliver such Materials as directed by the Engineer.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

00165.10(a) Field-Tested Materials - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

Add the following subsection:

00170.08 Electronic Document Management - The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend

or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:
  My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

  I may have access to sensitive personnel, business, financial and/or security related information ("Confidential Information") through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to Agency.

  I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

  If my authorized use of and access to ConneX includes submitting documents into ConneX (or "read-write" access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

  I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

  Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

  If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer's relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

(b) Digital Signatures and Requirements - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.
- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.
- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

(c) Electronic Submittal Requirements - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages per Occurrence	**Combined Single Limit**	**Annual Aggregate Limit**
• Commercial General Liability	$1,000,000	$2,000,000
• Commercial Auto Liability	$1,000,000	(Aggregate limit not required)

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions modified as follows:

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Opening Sections to Traffic	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type…" add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.50(h) Contract Time – Replace this subsection with the following paragraph:

Complete all work to be done under the contract not later than as specified in section 1.5 “Time of Completion of Work” in the Introduction of this bid package.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages – Add the following sentence after the last paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be $965 per Calendar Day.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

00195.10 Asphalt Cement Material Price Escalation/De-escalation – Replace the first sentence with the following:

A Escalation/De-escalation clause is in effect during the life of this contract.

00195.10(d) Asphalt Cement Price Adjustment – Delete the pay item:

- Emulsified Asphalt for Tack Coat.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary …" with the following paragraph:

This Work also consists of maintaining and inspecting temporary erosion and sediment control (ESC) measures. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the NPDES 1200-CA, 1200-CN, OR 1200-C permit if applicable.

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

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is applicable to the Project.

00280.02 Definitions - Delete the definition **Wet Season Work**

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that begins “Information required under 1200-CA…” with the following bullet:

- Information required under 1200-CA permit, if applicable.

00280.06 Erosion and Sediment Control Manager - Replace this subsection, except for the subsection number and title, with the following:

Designate and provide a representative as the Erosion and Sediment Control Manager that has completed an erosion and sediment Control training,

00280.16(c) Sediment Fence - Replace the bullet that begins “**Geotextile**…” with the following bullet:

- **Geotextile** - Geotextile meeting requirements of 02320.20 Table 02320-3.

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at:

https://www.wunderground.com/history/daily/us/or/lyons/KSLE

00280.64(a) Corrective Action Timelines – Delete the bullet that begins "If completion of corrective action is not feasible…"

Delete the bullet that begins "Provide a schedule for clean-up and corrective actions…"

Delete the bullet that begins "Provide all corrective action documentation and photographs…"

00280.91 Payment – Replace item (g) with the following:

(g) Concrete Washout Facility……..Lump Sum

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.10 Staging and Disposal Sites – Replace this subsection, except for the subsection number and title, with the following:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing access road, parking lots that have been compacted, and graveled and/or paved. Staging and parking equipment at Salmon Falls Park is allowed.

00290.30 Pollution Control – Replace the paragraph that begins "Prevent, control, and abate…" with the following paragraph:

Prevent, control, and abate pollution of the environment.

00290.30(a)(1) General - Replace this subsection, except for the subsection number and title, with the following:

- Do not allow any foreign substances or objects to enter waters of the State and U.S. that exceed regulated or permit limits.

- Do not cause turbidity in waters of the State and U.S. that exceeds regulated or permit limits.

Add the following subsection:

00290.30(a)(7) Water Quality:

- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, silt, and concrete.
- Monitor weather and streamflow forecasts and conditions to anticipate high flows that may unintentionally inundate any portion of the Project Site.
- If high flow conditions occur or are anticipated to occur that may unintentionally inundate any portion of the Project Site, remove all potentially affected Equipment, Materials, and debris from the potential

inundation area. Cease Work in the area until water recedes and the risk of further high water events pass. The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Stage and fuel equipment not less within 150 feet from any wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities.
- Provide suitable containment for small power equipment to prevent spills from entering waters of the State or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

00290.90 Payment - Add the following paragraph(s) to the end of this subsection:

No separate or additional payment will be made for work zone fencing.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.41(a)(4) Excess Materials - Replace this subsection, except for the subsection number and title, with the following:

If the quantities of excavated materials are greater than required to construct embankments and to do all filling and backfilling, the Contractor may use the remaining materials to uniformly widen embankments or to flatten slopes in a manner satisfactory to the Engineer.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.92 Kinds of Incidental Earthwork - Add the following bullet(s) to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).
- Earthwork required for driveways and road approaches.

SECTION 00440 COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.40(d) Weather – Replace the second paragraph with the following:

If necessary, provide temporary cover to protect the concrete from rain or snow during and after pouring activities.

Protect CGC from freezing if the air temperature is expected to drop below 40º during the first 5 calendar days of placement submit a cold weather plan to the engineer. Implement the cold weather plan if the air temperature is expected to drop to 35º during the first 5 calendar days after placement.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases…", add the following sentence after the first sentence:

Base Aggregate shall be either 1” or ¾” size.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt – Delete the fifth paragraph

00730.80 Measurement – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for Emulsified Asphalt used as tack coat.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt used as tack coat.

SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)

Comply with Section 00740 of the Standard Specifications modified as follows:

Scope – Provide finish grading and compaction of existing aggregate entrance road. Pave the existing aggregate entrance road as shown in the plan set with 3 inches of Level 2, ½" Dense, PG 64 -22 CACP.

BID ALTERNATE Scope – Provide finish grading and compaction of existing aggregate parking lot. Pave the existing aggregate parking lot with 3 inches of Level 2, ½" Dense, PG 64 -22 CACP. Bid alternate work will only occur if project funding is sufficient.

When sufficient residual funds remain on the contact the Engineer will provide the contractor with notice to proceed with the bid alternate paving. If residual funds will not cover the cost of the supplemental work, and paving is deleted from the contract, there will be no cost to the Agency.

00740.10 Materials – Replace this subsection, except for the subsection number and title, with the following:

Furnish Level 2, Dense, PG 64-22 CACP that is a well graded, uniform, durable commercial mix. All new materials or a combination of new materials and reclaimed asphalt pavement (RAP) may be used. Provide a copy of the JMF to the Engineer before paving.

00740.90 Payment – Replace the last sentence with the following:

No separate or additional payment will be made for final grading, compaction, reclaimed asphalt Pavement, reclaimed asphalt shingles, or asphalt cement.

Add the following sentence at the end of the section:

BID ALTERNATE – No separate or additional payment will be made for final grading, compaction, reclaimed asphalt Pavement, reclaimed asphalt shingles, or asphalt cement or pavement markings (striping) as shown in the project plans.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

00759.00 Scope – Add the following paragraph at the end of this subsection:

This work consists of furnishing and installing durable pavement markings, parking stall wheel stops, and ADA parking signage for the 6" ADA parking pad.

00759.50(a) General - Add the following paragraphs to the end of this subsection:

- In addition, finish concrete surfaces of Structures to be within the established Slopes and dimensions allowed by 2010 ADA Standards for Accessible Design. Repair or remove and replace Structures not meeting the 2010 ADA Standards for Accessible Design at no additional cost to the Agency.

00759.50(c) Driveways, Walks, and Surfacings - Replace this subsection, except for the subsection number and title, with the following:

- Prevent segregation of the concrete during placement. Strike off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure cross slopes on the ADA parking pad and sidewalk.

Add the following subsection:

00759.55 Correction of Deficient Structures - Unless otherwise approved, notify the Engineer before performing corrective action. Correct deficiencies at no additional cost to the Agency. Perform corrective actions as directed, according to the approved corrective action plan or as directed by the Engineer.

00759.12 Curb Ramp Treatment - Delete this subsection.

00759.22(a) Qualified Smart Levels – Replace this subsection, except for the subsection number and title, with the following:

Slopes will be measured with the use of a 24-inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346 or 92510.

00759.42 Foundations - Replace this subsection with the following subsection:

00759.42 Aggregate Base - Before placing concrete, prepare underlying Aggregate Base surfaces according to Section 00641.

00759.51 Curing - Add the following paragraph to the end of this subsection:

00759.90 Payment – Add the following bid item:

(o) 6 Inch Concrete ADA Parking Pad……..Square Foot

Item (o) includes pavement markings on the ADA parking pad.

In the paragraph that begins “No Separate….” Add the following bullet:

- Durable Pavement Markings
- 6-foot Concrete Parking Blocks and rebar
- ADA parking signage and posts.

SECTION 00815 - BOLLARDS

Comply with Section 00815 of the Standard Specifications.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

Add the following subsection:

01050.51 Existing Gate Removal – Removal of the existing gate to be performed by others.

01050.90(a) Payment - Replace bid item (c) with the following:

(c) 30 Foot Wide Double Gate…….Each

Item (c) includes installation of Agency-provided 30-foot wide gate and receiving posts.

SECTION 01070 PAY STATION FOUNDATION

Section 01070, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01070.00 Scope - This Work consists of installing power conduit and constructing a concrete foundation according to sheet 2A for a future pay station.

001070.10 Materials – Furnish materials meeting the following requirements,

Commercial Grade Concrete……00440
Reinforcement……02510

Conduit - Nonmetallic heavy wall, extruded rigid polyvinyl chloride (PVC) conforming to UL 651, Schedule 40 or 80. Install a 200 pound polyline pull cord, and plug/cap both ends of the conduit.

Measurement

Measurement – No measurement of quantities will be made for the work performed under section 01070.

Payment

Payment – The accepted quantities of work performed under this section will be paid for at the contract unit price, per unit of measurement for the item “Pay Station Foundation and Conduit”. No separate or additional payment will be made for rebar, anchors, conduit, fittings and all necessary materials and equipment required to complete the work as specified in the project plan set and this section.

EXHIBIT J

MARION COUNTY DEPARTMENT OF PUBLIC WORKS

PLANS FOR PROPOSED PROJECT

GRADING, STRUCTURES, AND PAVING

SALMON FALLS PARK IMPROVEMENTS

MARION COUNTY, OREGON, DECEMBER 2025

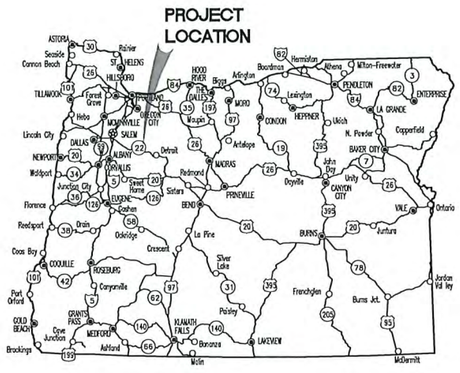

PROJECT LOCATION
ASTORIA
Seaside
Cannon Beach
TILLAMOOK
Lincoln City
NEWPORT
Waldport
Florence
Reedsport
Coos Bay
COQUILLE
Port Orford
GOLD BEACH
Brookings
Cape Arago
Bandon
Coquille
Myrtle Point
ROSEBURG
Canyonville
GRANTS PASS
Cave Junction
MEDFORD
Ashland
Agness
Gold Beach
Rainier
St. HELENS
HILLSBORO
Forest Grove
Hebo
McMINNVILLE
SALEM
DALLAS
ALBANY
Lebanon
Sweet Home
EUGENE
Cottage Grove
Drain
Oakridge
Crescent
Chemult
Crescent Lake
Silver Lake
La Pine
Sisters
Redmond
BEND
PRINEVILLE
Detroit
Mill City
Gates
Mehama
Stayton
Scio
Lyons
Idanha
Detroit Lake
Sublimity
Aumsville
Turner
Jefferson
Albany
Corvallis
Monmouth
Independence
Dallas
Falls City
Willamina
Sheridan
Grand Ronde
Dayton
Yamhill
Carlton
Newberg
Dundee
McMINNVILLE
Amity
Sheridan
Willamina
Grand Ronde
Dayton
Yamhill
Carlton
Newberg
Dundee
Hood River
Parkdale
Mount Hood
Odell
Dee
Hood River
The Dalles
Dufur
Maupin
Tygh Valley
Wasco
Shaniko
Antelope
Madras
Culver
Metolius
Warm Springs
Agency Plains
Simnasho
Pioneer
Mitchell
Spray
Fossil
Condon
Wheeler
Mapleton
Reedsport
Florence
Coos Bay
North Bend
Coquille
Myrtle Point
Bandon
Port Orford
Gold Beach
Brookings
Agness
Powers
Langlois
Sixes
Elk City
Siuslaw
Waldport
Yachats
Newport
Toledo
Siletz
Otis
Lincoln City
Tillamook
Manzanita
Nehalem
Wheeler
Rockaway Beach
Garibaldi
Bay City
Tillamook
Hebo
Pacific City
Neskowin
Cloverdale
Otis
Beaver
Netarts
Oceanside

EXHIBIT J

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2A	DETAILS
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C01	SITE OVERVIEW
C02	GENERAL CONSTRUCTION
C03	GENERAL CONSTRUCTION

DRAWING LEGEND

- EX RIGHT-OF-WAY
- PROP RIGHT-OF-WAY
- EX PROPERTY LINE
- EX EASEMENT LINE
- PROP EASEMENT LINE
- TEMP EASEMENT LINE
- EX METAL FENCE
- EX WOOD FENCE
- EX WIRE FENCE
- SAWCUT LINE
- CATCH LIMITS
- SF — SEDIMENT FENCE LINE
- INLET PROTECTION
- ELEVATION BENCHMARK
- SET CONTROL
- SET MONUMENT
- FOUND MONUMENT
- EX SIDEWALK
- PROP SIDEWALK
- PROP THICKENED EDGE WALK
- AC PATCHING
- WATER QUALITY FACILITY
- DETECTABLE WARNING STRIP
- ENGINEERED FILL MATERIAL
- NATIVE FILL MATERIAL
- PROP STORM MANHOLE
- PROP STORM PIPE
- PROP CURB INLET (CG-2)
- PROP AREA DRAIN
- PROP DITCH INLET
- PROP STORM CLEANOUT
- PROP CURB INLET (CG-3)
- PROP SANITARY MANHOLE
- PROP MAILBOX
- PROP CLUSTER BOX UNIT
- MILE POST
- EX POST
- EX MAILBOX
- EX SIGN
- PROP SIGN
- BORE HOLE LOCATION
- BUSH
- BOULDER
- STUMP
- 200 / 198 EX SURFACE CONTOURS
- 200 / 198 PROP SURFACE CONTOURS
- SD — EX STORM LINE
- SS — EX SANITARY LINE
- W — EX WATER LINE
- W — EX WATER LINE (ABANDON IN PLACE)
- G — EX GAS LINE
- P — EX POWER LINE
- T — EX TEL LINE
- FO — EX FIBER LINE
- TV — EX TV LINE
- EX POWER MANHOLE
- EX POWER METER
- EX POWER VAULT
- EX POWER POLE
- EX GUY ANCHOR
- EX LIGHT POLE
- JB EX JUNCTION BOX
- EX TEL MANHOLE
- EX TEL POLE
- EX TEL VAULT
- EX TEL PED
- EX AREA DRAIN
- EX STORM MANHOLE
- EX CATCH BASIN
- EX CLEANOUT
- EX STORM PIPE
- REMOVE EX STORM PIPE/STRUCTURE
- EX SANITARY MANHOLE
- EX SEPTIC TANK
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER METER
- EX WATER BIB
- EX WELL
- EX SPRINKLER HEAD
- EX GAS VALVE
- EX GAS METER
- EX SIGNAL POLE
- EX SIGNAL PED
- EX SIGNAL CAB
- EX TV PED
- EX DECIDUOUS TREE
- EX CONIFEROUS TREE

ABBREVIATIONS

AC	ASPHALT CONCRETE
AD	AREA DRAIN
AGG	AGGREGATE
ASPH	ASPHALT
BC	BACK OF CURB
BVC	BEGIN VERTICAL CURVE
CB	CATCH BASIN
CAB	CABINET
CL	CENTERLINE
CO	CLEANOUT
COMP	COMPACTED
CONC	CONCRETE
DIA	DIAMETER
DW	DRIVEWAY
EG	EXISTING GRADE
ELEC	ELECTRICAL
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EX	EXISTING
FG	FINISHED GRADE
FL	FLOW LINE
IE	INLET ELEVATION
IP	INLET PROTECTION
JB	JUNCTION BOX
LVC	LENGTH OF VERTICAL CURVE
MH	MANHOLE
MIN	MINIMUM
NOM	NOMINAL
NTS	NOT TO SCALE
OFF	OFFSET
PED	PEDESTAL
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PROP	PROPOSED
PT	POINT
PVI	POINT OF VERTICAL INTERSECTION
ROW	RIGHT OF WAY
SD	STORM DRAIN
SF	SEDIMENT FENCE
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
TC	TOP OF CURB
TELE	TELEPHONE
TEMP	TEMPORARY
THKN	THICKNESS
TYP	TYPICAL
UTIL	UTILITY
VC	VERTICAL CURVE

GENERAL NOTES

1. LENGTHS ON RADIUS DIMS = ARC LENGTH
2. CONTRACTOR TO FIELD VERIFY THAT ALL DIMENSIONS AND SLOPES MEET ADA STANDARDS PRIOR TO CONCRETE PLACEMENT; UPON DISCOVERY IMMEDIATELY NOTIFY THE ENGINEER OF ANY NON-COMPLIANT AREAS
3. STAGE CONSTRUCTION SO CONTINUED TEMPORARY ACCESS ROUTING IS PROVIDED (SEE ODOT STD DWG TM844)
4. CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL IN CONFORMANCE WITH THE MUTCD AND THE ODOT TRAFFIC CONTROL PLAN DESIGN MANUAL.

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MARION COUNTY

SALMON FALLS PARK IMPROVEMENTS

DEPARTMENT OF PUBLIC WORKS

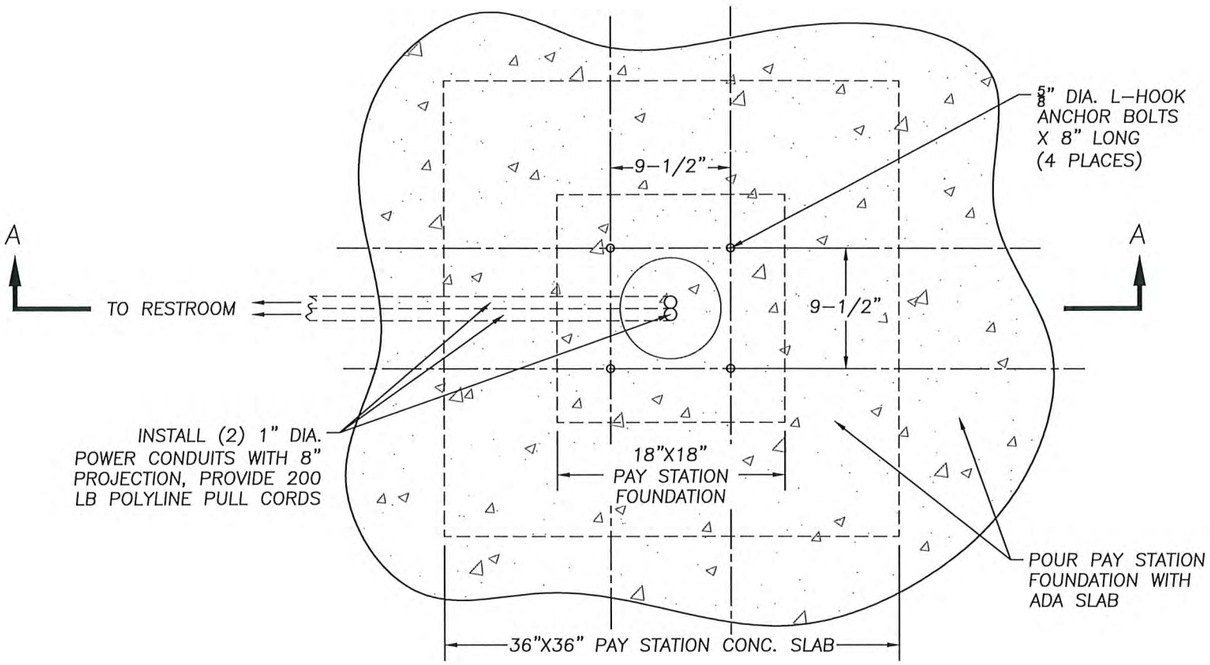
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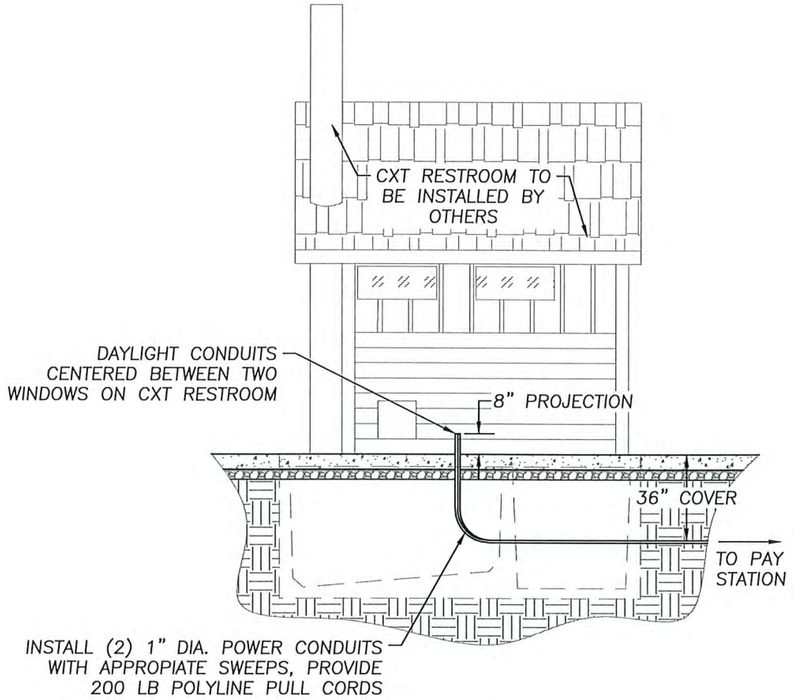
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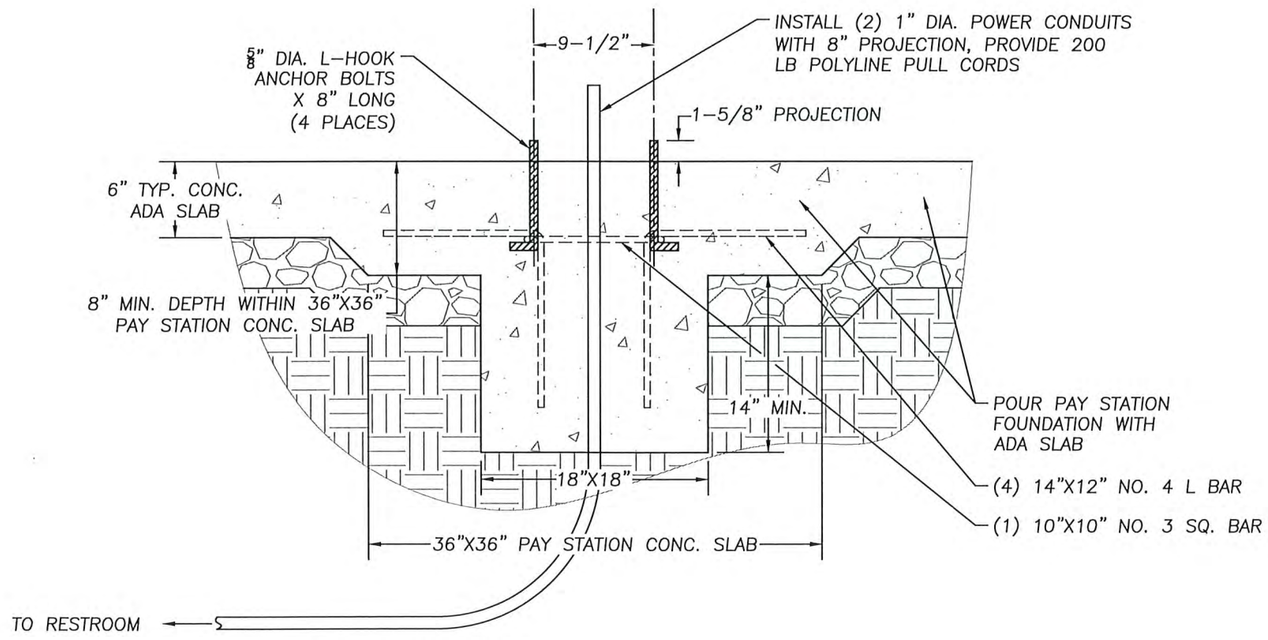
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1 PAY STATION FOUNDATION PLAN VIEW
SCALE: NTS



3 RESTROOM CONDUIT DETAIL
SCALE: NTS



2 SECTION A-A
SCALE: NTS

GENERAL NOTES

1. PAY STATION TO BE INSTALLED BY OTHERS
2. PROVIDE MINIMUM 3" CLEAR SPACE BETWEEN REBAR AND EDGE OF CONCRETE EXPOSED TO GROUND.
3. CONSTRUCT CONTRACTION JOINTS IN CONCRETE SLABS AS SPECIFIED IN 00759.49 IN THE CONTRACT SPECIFICATIONS.

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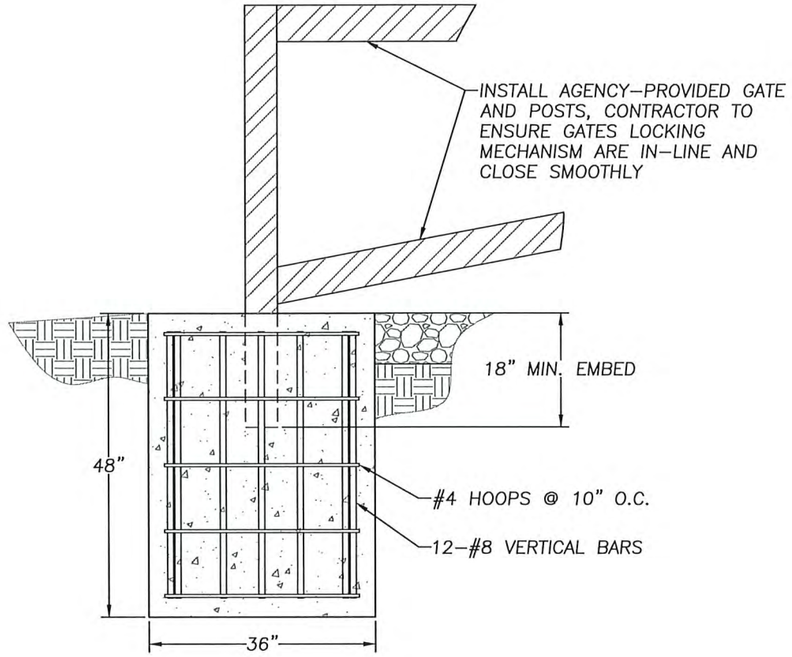
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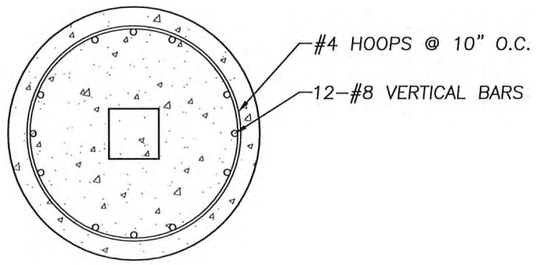
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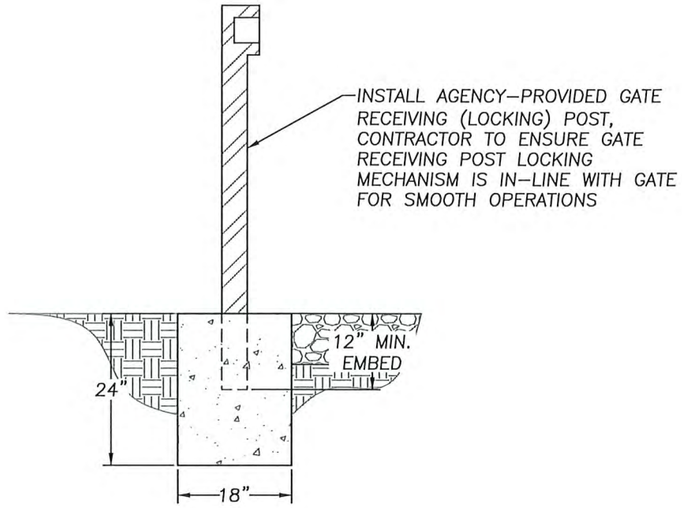
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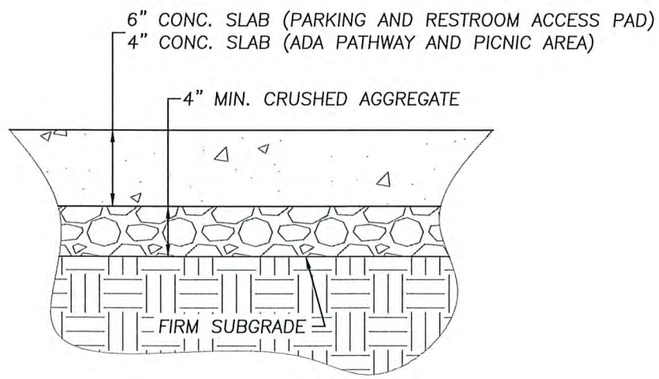




1 GATE FOUNDATION DETAIL
SCALE: NTS



2 GATE RECIVING POST DETAIL
SCALE: NTS



3 CONCRETE SLAB DETAIL
SCALE: NTS

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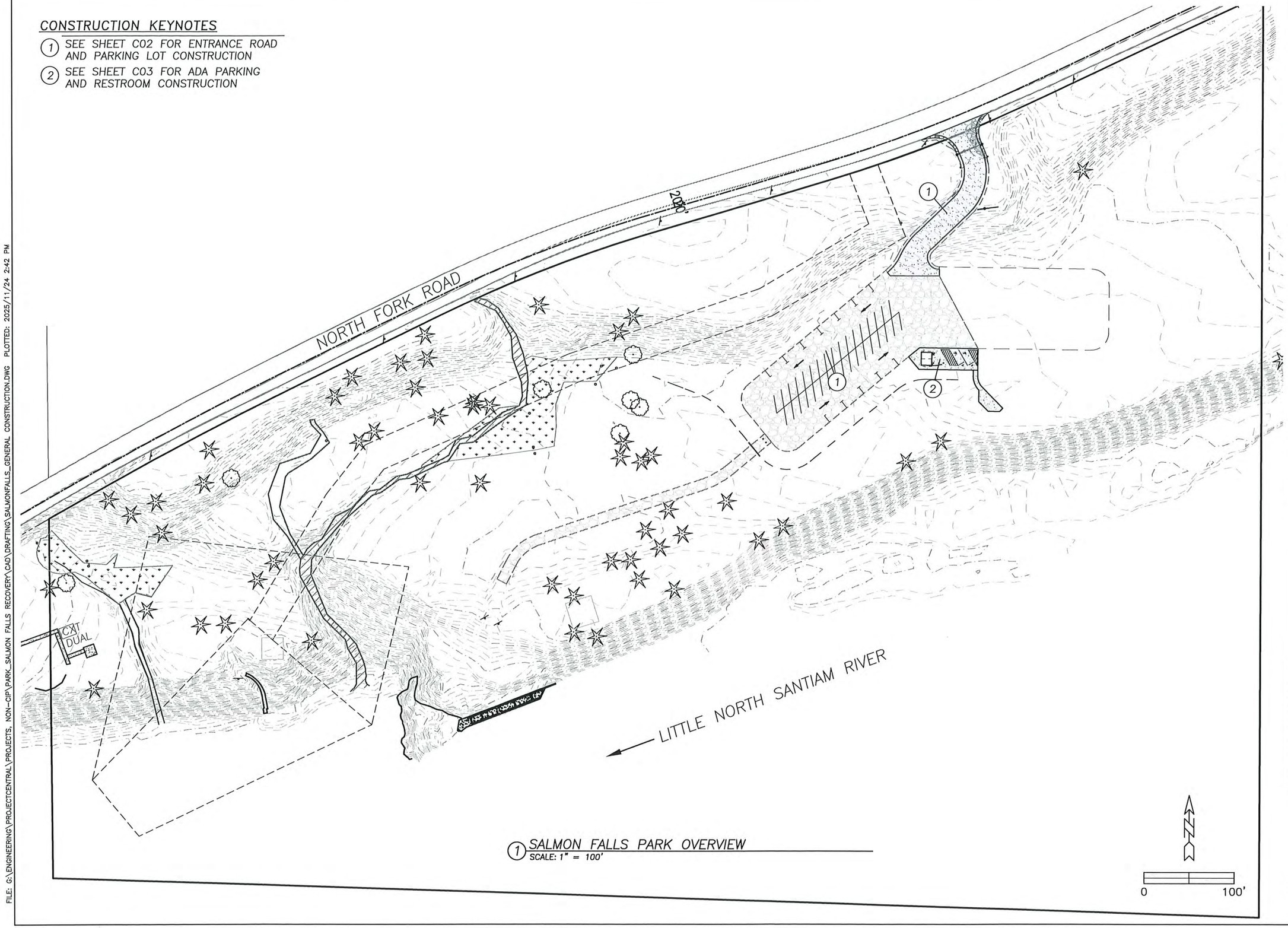
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EXHIBIT J

CONSTRUCTION KEYNOTES

1. SEE SHEET C02 FOR ENTRANCE ROAD AND PARKING LOT CONSTRUCTION
2. SEE SHEET C03 FOR ADA PARKING AND RESTROOM CONSTRUCTION



1 SALMON FALLS PARK OVERVIEW
SCALE: 1" = 100'

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SITE OVERVIEW

SHEET:
C01

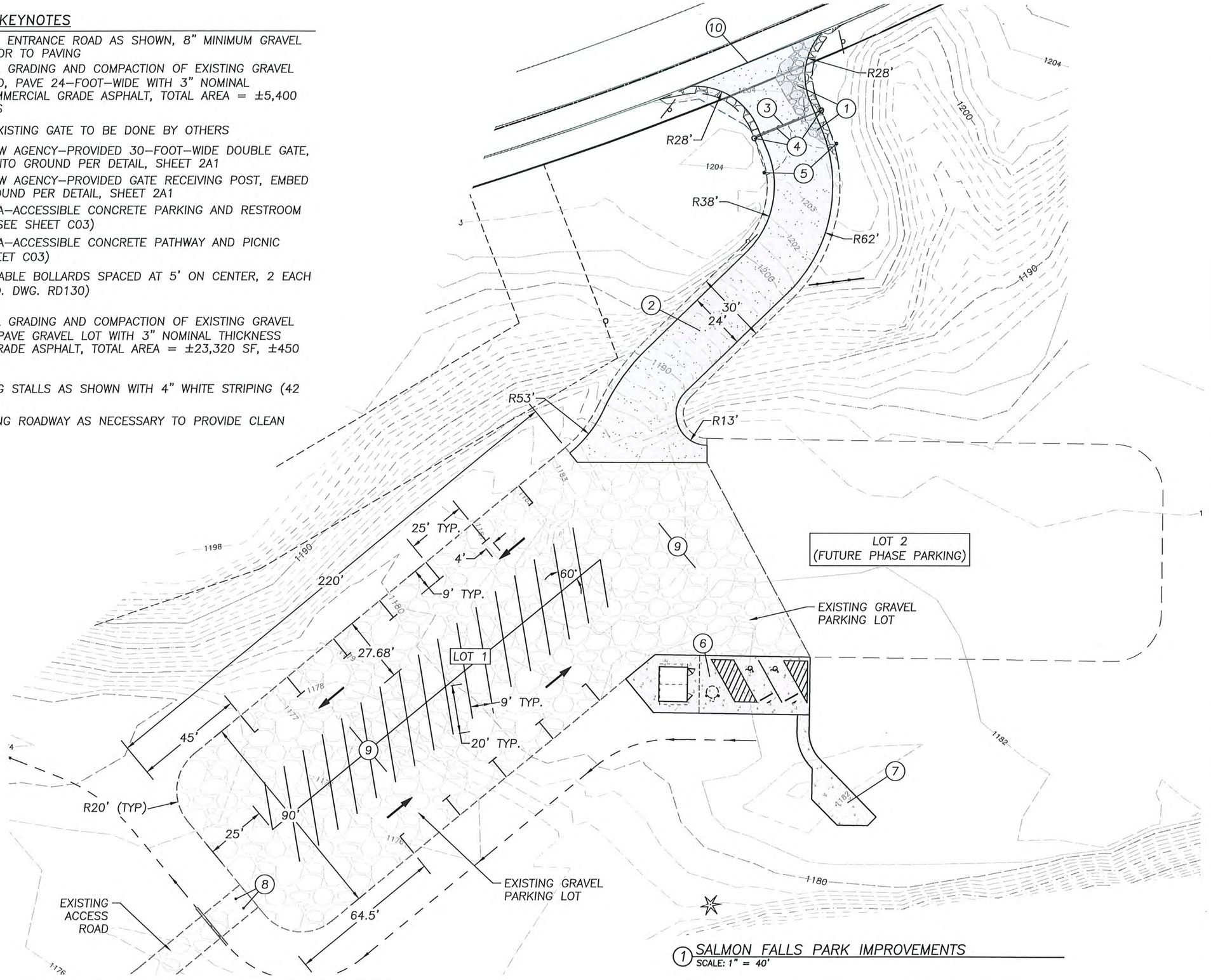
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EXHIBIT J

CONSTRUCTION KEYNOTES

1. WIDEN EXISTING ENTRANCE ROAD AS SHOWN, 8" MINIMUM GRAVEL THICKNESS PRIOR TO PAVING
2. PERFORM FINAL GRADING AND COMPACTION OF EXISTING GRAVEL ENTRANCE ROAD, PAVE 24–FOOT–WIDE WITH 3" NOMINAL THICKNESS COMMERCIAL GRADE ASPHALT, TOTAL AREA = ±5,400 SF, ±105 TONS
3. REMOVAL OF EXISTING GATE TO BE DONE BY OTHERS
4. CONSTRUCT NEW AGENCY–PROVIDED 30–FOOT–WIDE DOUBLE GATE, EMBED POST INTO GROUND PER DETAIL, SHEET 2A1
5. CONSTRUCT NEW AGENCY–PROVIDED GATE RECEIVING POST, EMBED POST INTO GROUND PER DETAIL, SHEET 2A1
6. CONSTRUCT ADA–ACCESSIBLE CONCRETE PARKING AND RESTROOM ACCESS PAD (SEE SHEET C03)
7. CONSTRUCT ADA–ACCESSIBLE CONCRETE PATHWAY AND PICNIC AREA (SEE SHEET C03)
8. INSTALL REMOVABLE BOLLARDS SPACED AT 5' ON CENTER, 2 EACH (SEE ODOT STD. DWG. RD130)
9. BID ALTERNATE
   PERFORM FINAL GRADING AND COMPACTION OF EXISTING GRAVEL PARKING LOT, PAVE GRAVEL LOT WITH 3" NOMINAL THICKNESS COMMERCIAL GRADE ASPHALT, TOTAL AREA = ±23,320 SF, ±450 TONS

   STRIPE PARKING STALLS AS SHOWN WITH 4" WHITE STRIPING (42 TOTAL SPACES)
10. SAWCUT EXISTING ROADWAY AS NECESSARY TO PROVIDE CLEAN PAVING JOINT



1 SALMON FALLS PARK IMPROVEMENTS
SCALE: 1" = 40'

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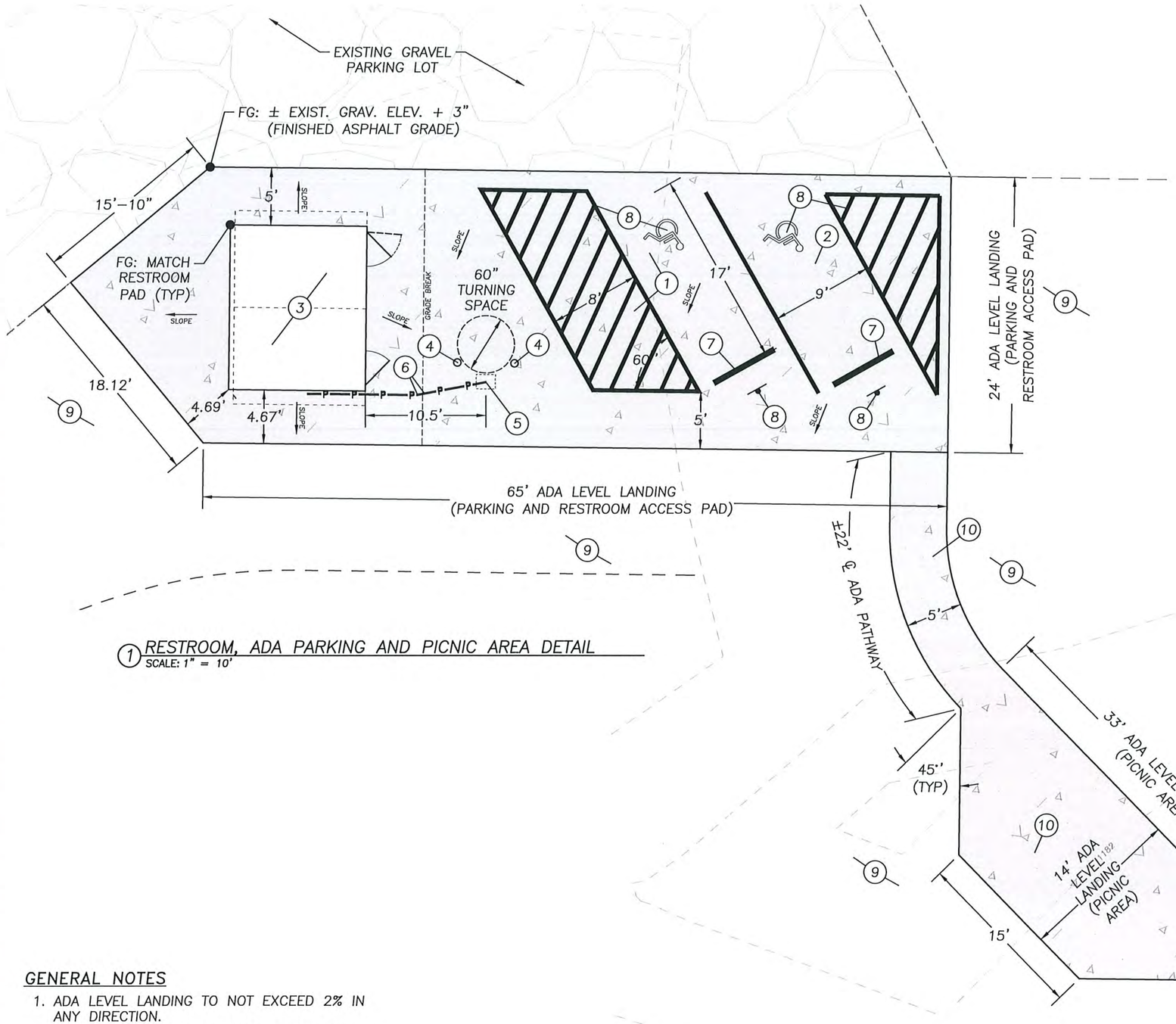
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SHEET:
C02

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EXHIBIT J



1 RESTROOM, ADA PARKING AND PICNIC AREA DETAIL
SCALE: 1" = 10'

CONSTRUCTION KEYNOTES

1. CONSTRUCT CONCRETE ADA VAN–ACCESSIBLE PARKING STALL (SEE DETAIL 3 SHEET 2A1 FOR SECTION)
2. CONSTRUCT CONCRETE ADA PARKING STALL (SEE DETAIL 3 SHEET 2A1 FOR SECTION)
3. CXT DOUBLE CASCADIAN VAULT RESTROOM TO BE INSTALLED BY OTHERS
4. INSTALL REMOVABLE BOLLARDS SPACED AT 5' ON CENTER AND 1' IN FRONT OF PAY STATION TO PROVIDE A 60" DIAMETER ADA–ACCESSIBLE SPACE TO THE PAY STATION, POUR BOLLARDS FOUNDATION CONCURRENT WITH ADA–ACCESSIBLE SLAB FOR SEAMLESS FINISHED SURFACE, 2 EACH (SEE ODOT STD. DWG. RD130)
5. INSTALL PAY KIOSK FOUNDATION (SEE SHEET 2A), PAY KIOSK TO BE INSTALLED BY OTHERS
6. INSTALL (2) 1" DIA. ELECTRICAL CONDUITS WITH REQUIRED SWEEPS, CONDUITS SHALL HAVE AN 8" PROJECTION OUT OF THE TOP OF THE SLAB ON BOTH ENDS, PROVIDE 200 LB. POLYLINE PULL CORDS, ESTIMATED TOTAL CONDUIT LENGTH (BOTH) = 45' (SEE SHEET 2A FOR ADDITIONAL DETAILS)
7. INSTALL 6'–WIDE CONCRETE PARKING BLOCKS WITH REBAR EMBEDDED INTO SURFACE A MINIMUM OF 12" AT THE END OF EACH PARKING SPACE
8. INSTALL ADA STRIPING AND SIGNAGE AS SHOWN (SEE ODOT STD. DWG. TM500, HC)
9. GRADE SOIL TO DRAIN AWAY FROM CONCRETE PADS AS NECESSARY
10. CONSTRUCT CONCRETE ADA PATHWAY AND PICNIC AREA (SEE DETAIL 3 SHEET 2A1 FOR SECTION)

GENERAL NOTES

1. ADA LEVEL LANDING TO NOT EXCEED 2% IN ANY DIRECTION.
2. ADA PATHWAY TO HAVE A MAXIMUM 2% CROSS SLOPE AND A MAXIMUM RUNNING SLOPE OF 8.33%.
3. SLOPE CONCRETE SLAB TO DRAIN AWAY FROM RESTROOM. SLOPE CONCRETE SLAB TO DRAIN TO THE SOUTH.
4. CONCRETE PADS TO HAVE BRUSHED FINISH.

0 10'

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SALMON FALLS PARK IMPROVEMENTS

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C03

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General Conditions for Construction for Marion County

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PART 00100 - GENERAL CONDITIONS

Section 00110 - Organization, Conventions, Abbreviations, and Definitions

Organization

00110.00 Organization of Specifications - The Specifications are comprised of the following:

- The "General Conditions for Construction for Marion County" published by the Agency, which contain Part 00100 "General Conditions", which deal with the solicitation process and contractual relationships;
- The "2024 Oregon Standard Specifications for Construction" Parts 00200 through 03000, published by the Oregon Department of Transportation which contain the detailed "Technical Specifications" involved in prosecution of the Work, organized by subject matter; and
- The Special Provisions.

In addition, throughout the Specifications:

- Each Part is divided into Sections and Subsections.
- Reference to a Section includes all applicable requirements of the Section.
- When referring to a Subsection, only the number of the Subsection is used; the word "Subsection" is implied.
- Where Section and Subsection numbers are not consecutive, the interval has been reserved for use in the Special Provisions or future expansion of the Standard Specifications.

Conventions

00110.05 Conventions Used throughout the Specifications Include:

(a) Grammar - The "General Conditions for Construction for Marion County", Part 00100 "General Conditions", is written in the indicative mood, in which the subject is expressed. The "2024 Oregon Standard Specifications for Construction", published by the Oregon Department of Transportation, Parts 00200 through 03000, the detailed "Technical Specifications", are generally written in the imperative mood, in which the subject is implied. Therefore, throughout Parts 00200 through 03000, and on the Plans:

- The subject, "the Contractor", is implied.
- "Shall" refers to action required of the Contractor, and is implied.
- "Will" refers to decisions or actions of the Agency and/or the Engineer.
- The following words, or words of equivalent meaning, refer to the actions of the Agency and/or the Engineer, unless otherwise stated: "allowed", "directed", "established", "permitted", "ordered", "designated", "prescribed", "required", "determined".

- The words "approved", "acceptable", "authorized", "satisfactory", "suitable", "considered", and "rejected", "denied", "disapproved", or words of equivalent meaning, mean by or to the Agency and/or the Engineer, subject in each case to Section 00150 of the General Conditions.
- The words "as shown", "shown", "as indicated", or "indicated" mean "as indicated on the Plans".
- Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

(b) Capitalization of Terms - Capitalized terms, other than titles, abbreviations, and grammatical usage, indicate that they have been given a defined meaning in the Standard Specifications. Refer to 00110.20 "Definitions". Defined terms will always be capitalized in Part 00100; in Parts 00200 through 03000, defined terms will generally not be capitalized, with the notable exception of "the Contractor", "the Agency", and "the Engineer".

(c) Punctuation - In this publication the "outside method" of punctuation is employed for placement of the comma and the period with respect to quotation marks. Only punctuation that is part of the quoted matter is placed within quotation marks.

(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits - References are made in the text of the Specifications to "laws", "acts", "rules", "statutes", "regulations", "ordinances", etc. (collectively referred to for purposes of this Subsection as "Law"), and to "orders" and "permits" (issued by a governmental authority, whether local, state, or federal, and collectively referred to for purposes of this Subsection as "Permits"). Reference is also made to "applicable laws and regulations". The following conventions apply in interpreting these terms, as used in the Specifications.

- **Statutes and Rules** - Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) referenced in the Specifications are accessible online, including through the Oregon Legislative Counsel Committee website (see 00110.05(e)) and through the Oregon Secretary of State Archives Division website (see 00110.05(e)).
- **Law** - In each case, unless otherwise expressly stated therein, the Law is to be understood to be the current version in effect. This also applies where a specific Law is referenced or cited, regardless of whether the text of the Law has been included in the Specifications or not, and regardless of whether the text of the Law has been summarized or paraphrased. In each case, the current version of the Law is applicable under any contract. The reader is therefore cautioned to check the actual text of the Law to confirm that the text included in the Specifications has not been modified or superseded.
- **Permits** - Orders and permits issued by a government agency may be modified during the course of performing the work under a contract. Therefore, wherever the term "order" or "permit" is used in the Specifications, it is intended to refer to the then-current version. That version may be embodied in a modified, superseding order or permit, or it may consist of all terms and conditions of prior orders or permits that have not been superseded, as well as the additional terms

added by amendment or supplement. In certain cases, the orders and/or permits are identified by name in the Specifications; in other cases the terms are used in the generic sense. The reader is cautioned to check the text(s) of each order and permit identified either by name or by generic reference.

- **Applicable Laws and Regulations** - Where phrases such as “applicable law”, "applicable laws and regulations", “applicable legal requirements” or similar phrases appear, they are to be understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority. The words “law” or “laws” may or may not be capitalized in such phrases.

(e) Reference to Websites - For Specifications that reference this Subsection, the Agency will identify the website addresses in the Special Provisions.

Abbreviations

00110.10 Abbreviations - Following are meanings of abbreviations used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other abbreviations and meanings of abbreviations may be used in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

AAR	-	Association of American Railroads
AASHTO	-	American Association of State Highway and Transportation Officials
ABC	-	Associated Builders and Contractors, Inc.
AC	-	Asphalt Concrete
ACI	-	American Concrete Institute
ACP	-	Asphalt Concrete Pavement
ACWS	-	Asphalt Concrete Wearing Surface
ADA	-	Americans with Disabilities Act
ADT	-	Average Daily Traffic
AGC	-	Associated General Contractors of America
AIA	-	American Institute of Architects
AISC	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
AITC	-	American Institute of Timber Construction
ANSI	-	American National Standards Institute
APA	-	Engineered Wood Association
APWA	-	American Public Works Association
AREMA	-	American Railway Engineering and Maintenance of Right-of-Way Association
ASCE	-	American Society of Civil Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
ASTV	-	Actual Strength Test Valve
ATPB	-	Asphalt Treated Permeable Base
AWG	-	American Wire Gauge
AWPA	-	American Wood Protection Association

AWS - American Welding Society
AWWA - American Water Works Association
CAgT - Certified Aggregate Technician
CAT-I - Certified Asphalt Technician I
CAT-II - Certified Asphalt Technician II
CBM - Certified Ballast Manufacturers
CCO - Contract Change Order
CCT - Concrete Control Technician
CDT - Certified Density Technician
CEBT - Certified Embankment and Base Technician
CFR - Code of Federal Regulations
CLSM - Controlled Low-Strength Materials
CMDT - Certified Mixture Design Technician
CPF - Composite Pay Factor
CRSI - Concrete Reinforcing Steel Institute
CS - Commercial Standard, Commodity Standards Division, U.S. Department of Commerce
CSTT - Concrete Strength Testing Technician
D1.1 - Structural Welding Code - Steel, American Welding Society, current edition
D1.5 - Bridge Welding Code, American Welding Society, current edition
DBE - Disadvantaged Business Enterprise
DEQ - Department of Environmental Quality, State of Oregon
DOGAMI - Department of Geology and Mineral Industries, State of Oregon
DSL - Department of State Lands, State of Oregon
EAC - Emulsified Asphalt Concrete
EPA - U.S. Environmental Protection Agency
ESCP - Erosion and Sediment Control Plan
FHWA - Federal Highway Administration, U.S. Department of Transportation
FSS - Federal Specifications and Standards, General Services Administration
GSA - General Services Administration
HDPE - High Density Polyethylene
ICEA - Insulated Cable Engineers Association (formerly IPCEA)
IES - Illuminating Engineering Society
IMSA - International Municipal Signal Association
ISO - International Standards Organization
ISSA - International Slurry Surfacing Association
ITE - Institute of Transportation Engineers
JMF - Job Mix Formula
MFTP - Manual of Field Test Procedures (ODOT)
MIL - Military Specifications
MSC - Minor Structure Concrete
MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NEC - National Electrical Code
NEMA - National Electrical Manufacturer's Association
NESC - National Electrical Safety Code
NIST - National Institute of Standards and Technology

NPDES - National Pollutant Discharge Elimination System
NPS - Nominal Pipe Size (dimensionless)
OAR - Oregon Administrative Rules
ODA - Oregon Department of Agriculture
ODOT - Oregon Department of Transportation
ORS - Oregon Revised Statutes
OR-OSHA - Oregon Occupational Safety and Health Division of the Department of Consumer and Business Services
OSHA - Occupational Safety and Health Administration, U.S. Department of Labor
PCA - Portland Cement Association
PCC - Portland Cement Concrete
PCI - Precast/Prestressed Concrete Institute
PCP - Pollution Control Plan
PF - Pay Factor of a constituent
PLS - Professional Land Surveyor
PMBB - Plant Mixed Bituminous Base
PTI - Post-Tensioning Institute
PUC - Public Utility Commission, State of Oregon
PVC - Polyvinyl Chloride
QA - Quality Assurance
QC - Quality Control
QCT - Quality Control Technician
QL - Quality Level
QPL - Qualified Products List
RAP - Reclaimed Asphalt Pavement
REA - Rural Electrification Administration, U.S. Department of Agriculture
RMA - Radio Manufacturers Association or Rubber Manufacturers Association
SAE - Society of Automotive Engineers
SI - International System of Units (Système Internationale)
SRCM - Soil and Rock Classification Manual (ODOT)
SSPC - Society for Protective Coatings
T - Tolerances, AASHTO Test Method
TCD - Traffic Control Devices
TCP - Traffic Control Plan
TCM - Traffic Control Measures
TM - Test Method (ODOT)
TPAR - Temporary Pedestrian Accessible Route
TV - Target Value
UBC - Uniform Building Code (as adopted by the State of Oregon)
UL - Underwriters Laboratory, Inc.
UPC - Uniform Plumbing Code (as adopted by the State of Oregon)
USC - United States Code
WAQTC - Western Alliance for Quality Transportation Construction
WCLIB - West Coast Lumber Inspection Bureau
WWPA - Western Wood Products Association

Definitions

00110.20 Definitions - Following are definitions of words and phrases used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other definitions may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

3D Engineered Model - The Agency-prepared electronic file(s) that identify northing, easting, and elevation to represent the Work to be performed. The 3D Engineered Model may include the surface model(s) or other designed Work elements and is an electronic representation of the line, grade, and Cross Section applicable to the Project.

3D Construction Model - Supplemental unstamped 3D model, not furnished by the Agency, that the Contractor is required to submit to the Engineer.

Act of God or Nature - A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

Actual Strength Test Value (ASTV) - The ASTV at 28 Days is the average compressive strength of the three cylinders tested. All specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing shall be discarded. The average strength of the remaining cylinders shall then be considered the test result.

Addendum - A written or graphic modification, issued before the opening of Bids, which revises, adds to, or deletes information in the Solicitation Documents or previously issued Addenda.

Additional Work - Increased quantities of any Pay Item, within the scope of the Contract, for which a unit price has been established.

Advertisement - The public announcement (Notice to Contractors) inviting Bids for Work to be performed or Materials to be furnished.

Agency - The city, county, or State agency or special district or political subdivision, as applicable, which has entered into a Contract with the Contractor.

Agency-Controlled Lands - Lands owned by the Agency, or controlled by the Agency under lease or agreement, or under the jurisdiction and control of the Agency for the purposes of the Contract.

Aggregate - Rock of specified quality and gradation.

Attorney-in-Fact - An Entity appointed by another to act in its place, either for some particular purpose, or for the transaction of business in general.

Award - Written notification to the Bidder that the Bidder has been awarded a Contract.

Base - A Course of specified Material of specified thickness placed below the Pavement.

Bid - A competitive offer, binding on the Bidder and submitted in response to an invitation to bid.

Bid Bond - The Surety bond for Bid guaranty.

Bid Closing - The date and time after which Bids, Bid modifications, and Bid withdrawals will no longer be accepted.

Bid Documents - See under Solicitation Document.

Bid Opening - The date and time Bids are opened.

Bid Schedule - The list of Pay Items, their units of measurement, and estimated quantities. (When a Contract is awarded, the Bid Schedule becomes the Schedule of Items.)

Bid Section - The portion of the Invitation To Bid containing all pages after the Bidder's checklist and before the appendix.

Bidder - An Entity that submits a Bid in response to an invitation to bid.

Bike Lane - A lane in the Traveled Way, designated by striping and Pavement markings for the preferential or exclusive use of bicyclists.

Borrow - Material lying outside of planned or required Roadbed excavation used to complete Project earthwork.

Boulders - Particles of Rock that will not pass a 12-inch square opening.

Bridge - A single or multiple span Structure, including supports, that carries motorized and non-motorized vehicles, pedestrians, or utilities on a Roadway, walk, or track over a watercourse, Highway, Railroad, or other feature.

Buttress - A Rock fill placed at the toe of a landslide or potential landslide in order to resist slide movement.

Calendar Day - Any Day shown on the calendar, beginning and ending at midnight.

Camber - A slight arch in a surface or Structure to compensate for loading.

Change Order - A written order issued by the Engineer to the Contractor modifying Work required by the Contract, or adding Work within the scope of the Contract, and, if applicable, establishing the basis of payment for the modified Work, or otherwise modifying the Contract.

Changed Work - Work included in a Pay Item and within the scope of the Contract that is different from that reflected in the Contract Documents. (See 00140.30.)

Class of Project - A designation based on a Project's funding source, (i.e., Local, State or Federal-aid).

Class of Work - A designation referring to the type of Work in which Bidders must be prequalified. Classes of Work are limited to those listed in ODOT's Contractor's Prequalification Application.

Clay - Soil passing a No. 200 sieve that can be made to exhibit plasticity (putty-like properties) within a range of water contents.

Clear Zone - The total roadside border area, starting at the edge of the Traveled Way, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and/or a clear run-out area. The desired width is dependent upon the traffic volumes and speeds and on the roadside geometry.

Close Conformance - Where working tolerances are given on the Plans or in the Specifications, Close Conformance means compliance with those tolerances. Where working tolerances are not given, Close Conformance means compliance, in the Engineer's judgment, with reasonable and customary manufacturing and construction tolerances.

Coarse Aggregate - Crushed Rock or crushed Gravel retained on a 1/4-inch sieve, with allowable undersize.

Cobbles - Particles of Rock, rounded or not, that will pass a 12-inch square opening and be retained on a 3-inch sieve.

Commercial Grade Concrete - Concrete furnished according to Contractor proportioning, placed in minor Structures and finished as specified.

Contract - The written agreement between the Agency and the Contractor, including, without limitation, all Contract Documents, describing the Work to be completed and defining the rights and obligations of the Agency and the Contractor.

Contract Administration Engineer - The Agency representative presiding over Agency-level claims review under 00199.40.

Contract Amount - Sum of the Pay Item amounts computed by multiplying the Pay Item quantities by the unit prices in the Schedule of Items.

Contract Documents - Invitation To Bid, Specifications, Plans, Construction Contract , Change Orders, Force Account Work orders, pay documents issued by the Agency, Materials certifications, Project Work schedules, final estimate, written orders and authorizations issued by the Agency, Material source development and reclamation plans, and permits, orders and authorizations obtained by the Contractor or Agency applicable to the Project, as well as all documents incorporated by reference therein.

Contract Time - The amount of time allowed to complete the Work under the Contract.

Contractor - The Entity awarded the Contract according to the solicitation.

County Engineer – The Chief Engineer of the Agency acting either directly or through authorized representatives.

Course - A specified Surfacing Material placed in one or more Lifts to a specified thickness.

Coverage - One Pass by a piece of Equipment over an entire designated area.

Cross Section - The exact image formed by a plane cutting through an object, usually at right angles to a central axis, to determine area.

Day - A Calendar Day including weekdays, weekends, and holidays, unless otherwise specified.

Durable Rock - Rock that has a slake durability index of at least 90% based on a two-cycle slake durability test, according to ASTM D4644. In the absence of test results, the Engineer may evaluate the durability visually.

Emulsified Asphalt - Emulsified asphalt cement.

Emulsified Asphalt Concrete - A mixture of Emulsified Asphalt and graded Aggregate.

Engineer - The Engineer who represents the Agency and who is designated by the Agency to administer the Contract.
Entity - A natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, for-profit or nonprofit unincorporated association, business trust, two or more persons having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

Equipment - All machinery, tools, manufactured products, and fabricated items needed to complete the Contract or specified for incorporation into the Work.

Establishment Period - The time specified to assure satisfactory establishment and growth of planted Materials.

Existing Surfacing - Pavements, slabs, curbs, gutters, walks, driveways, and similar constructions of bricks, blocks, portland cement concrete, bituminous treated materials, and granular Surfacing materials on existing Highways.

Extra Work - Work not included in the Contract, but deemed by the Engineer to be necessary to complete the Project.

Federal-aid Project - A project funded wholly or in part using federal funds administered by the Federal Highway Administration or other federal agency. All projects identified as Federal-aid Projects in Invitation-To-Bid (ITB) Booklet, Paragraph 1.5, Class of Work or bearing a Federal-aid Project Number on the Contract title page are Federal-aid Projects.

Final Acceptance - Written confirmation by the Agency that the Project has been completed according to the Contract, with the exception of latent defects and Warranty obligations, if any, and has been accepted.

Final Inspection - The inspection conducted by the Engineer to determine that the Project has been completed according to the Contract.

Fine Aggregate - Crushed Rock, crushed Gravel, or Sand that passes a 1/4-inch sieve, with allowable oversize.

First Notification - Written acknowledgment by the Engineer of the date on which workers employed by the Contractor or a Subcontractor have begun performance of the Contract,

including Aggregate source development or erection of a plant, but not including installation of covered temporary signs according to Section 00222.

Force Account Work - Items of Extra Work ordered by the Engineer that are to be paid according to Section 00197.

General Conditions - “General Conditions for Construction for Marion County” Part 00100 published by Marion County.

Granular Material - Graded and selected free-draining material composed of particles of Rock, Sand, and Gravel.

Gravel - Particles of Rock, rounded or not, that will pass a 3-inch sieve and be retained on a No. 4 sieve.

Highway - Every road, street, thoroughfare and place, including Bridges, viaducts and other Structures within the boundaries of the State, open, used or intended for use by vehicular traffic.

Incidental - A term identifying those acts, services, transactions, property, Equipment, labor, Materials, or other items for which the Agency will make no separate or additional payment.

Inspector - The representative of the Engineer authorized to inspect and report on Contract performance.

Invitation To Bid - Documents that define the procurement of a public improvement Project, including, but not limited to, Agency-provided Plans, Standard Specifications, General Conditions, Special Provisions, Addenda, Introduction and Instructions to Bidders, the documents identified in 00120.10, and all documents incorporated by reference.

Leveling - Placing a variable-thickness Course of Materials to restore horizontal and vertical uniformity to existing Pavements, normally continuous throughout the Project.

Lift - The compacted thickness of material placed by Equipment in a single Pass.

Mandatory Source - A material source provided by the Agency from which the Contractor is required to obtain Materials. (See 00160.00(b) and 00160.40.)

Materials - Any natural or manmade substance specified for use in the construction of the Project or for incorporation into the Work.

Median - The portion of a divided Highway separating traffic traveling in opposite directions.

Multiple Course Construction - Two or more Courses, exclusive of Patching or Leveling, placed over the entire Roadway width.

Multi-Use Path - That portion of the Highway Right-of-Way or a separate Right-of-Way, physically separated from motor vehicle traffic and designated for use by pedestrians, bicyclists and other non-motorized users.

Neat Line - Theoretical lines specified or indicated on the Plans for measurement of quantities.

Nondurable Rock - Rock that has a slake durability index of less than 90% based on a two-cycle slake durability test, as tested by ASTM D4644, or Rock that is observed to readily degrade by air, water, and mechanical influence.

Notice to Contractors - The public announcement inviting Bids for Work to be performed or Materials to be provided.

Notice to Proceed - Written notice authorizing the Contractor to begin performance of the Work.

On-Site Work - Any Work taking place on the Project Site, including designated staging areas adjacent to the Project Site, except for installation of covered temporary signs according to Section 00222.

Organic Soil - A Soil with sufficient organic content to influence the Soil properties.

Panel - The width of specified Material being placed by Equipment in a single Pass.

Pass - One movement of a piece of Equipment over a particular location.

Patching - Placing a variable-thickness Course of Materials to correct sags, dips, and/or bumps to the existing grade and Cross Section, normally intermittent throughout the Project.

Pavement - Asphalt concrete or portland cement concrete placed for the use of motor vehicles, bicycles, or pedestrians on Roadways, Shoulders, Multi-Use Paths and parking areas.

Pay Item (Contract Item) - A specific unit of Work for which a price is provided in the Contract.

Payment Bond - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of its obligation to pay promptly in full all sums due for Materials, Equipment, and labor furnished to complete the Work.

Peat - A Soil composed primarily of vegetative matter in various stages of decomposition, usually with an organic odor, dark brown to black color, and a spongy consistency.

Performance Bond - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of the Contract.

Plans - Standard and Supplemental Drawings, and approved unstamped and reviewed stamped Working Drawings. (See 00150.10 and 00150.35.)

Project - The sum of all Work to be performed under the Contract.

Project Manager - The Engineer's representative who directly supervises the engineering and administration of a Contract.

Project Site - The geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

Prospective Source - A Material source provided by the Agency, from which the Contractor has the option of obtaining Materials. (See 00160.00(a) and 00160.40.)

Publicly-Owned Equipment - Equipment acquired by a state, county, municipality or political subdivision primarily for use in its own operations.

Public Traffic - Vehicular or pedestrian movement, not associated with the Contract Work, on a public way.

Quality Assurance Program - A program included in section 2 of the MFTP defined as planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quote - An informal Bid.

Railroad - Publicly or privately owned rail carriers, including passenger, freight, and commuter rail carriers, their tenants, and licensees. Also, Utilities that jointly own or use such facilities.

Right-of-Way - Land, property, or property interest, usually in a strip, acquired for or devoted to transportation or other public works purposes.

Roadbed - Completed excavations and embankments for the Subgrade, including ditches, side slopes, and slope rounding, if any.

Roadside - The area between the outside edges of the Shoulders and the Right-of-Way boundaries. Unpaved Median areas between inside Shoulders of divided Highways and infield areas of interchanges are included.

Roadway - That portion of a Highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or Shoulder. If a Highway includes two or more separate Roadways, the term "Roadway" refers to any such Roadway separately, but not to all such Roadways collectively. (See Traveled Way.)

Rock - Natural deposit of solid material composed of one or more minerals occurring in large masses or fragments.

Sand - Particles of Rock that will pass a No. 4 sieve and be retained on a No. 200 sieve.

Schedule of Items - The list of Pay Items, their units of measurement, estimated quantities, and prices.

Schedule of Values - The breakdown of the values of the component elements comprising a lump sum Pay Item.

Second Notification - Written acknowledgment by the Engineer of the end of Contract Time according to 00180.50(g).

Shoulder - The part of a Roadbed contiguous to the Traveled Way or Roadway, whether paved or unpaved, for accommodating stopped vehicles, for emergency use and for lateral support of Base and surface Courses.

Silt - Soil passing a No. 200 sieve that is nonplastic or exhibits very low plasticity.

Single Course Construction - A wearing Course only, not including patching or Leveling Courses or partial width Base Course.

Slope - Vertical distance to horizontal distance, unless otherwise specified.

Soil - Accumulations of particles produced by the disintegration of Rock, which sometimes contains organic matter. Particles may vary in size from Clay to Boulders.

Solicitation Document - Documents which define the procurement of a public improvement Project, including, but not limited to, the Invitation To Bid, Agency-provided Plans, Standard Specifications, General Conditions, Special Provisions, Addenda, and which includes all documents incorporated by reference. May also be called Bid Documents.

Special Provisions - The special directions, provisions, and requirements specific to a Project that supplement or modify the Standard Specifications. Permits and orders governing the Project that are issued directly to the Agency by a governmental or regulatory authority are considered to be part of the Special Provisions, to the extent and under the conditions stipulated in the Special Provisions. This includes any amended or supplemental permits or orders issued during the course of performing the Work under a Contract.

Special Services - Work services that the Contractor and Engineer agree cannot be satisfactorily performed by the Contractor's and Subcontractors' forces, including, but not limited to, owner operated trucking, sawcutting, core drilling, vacuum excavation, arborist services, fabrication and machining work that is most effectively performed away from the Project Site, or rental of operated Equipment as defined in 00180.20(c).

Specifications - The General Conditions, Standard Specifications and Special Provisions, together with all provisions of other documents incorporated therein by reference.

Standard Drawings - The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project.

Standard Specifications - The "General Conditions for Construction for Marion County" published by the Agency, and the "2024 Oregon Standard Specifications for Construction", Parts 00200 through 03000, "Technical Specifications", published by the Oregon Department of Transportation as amended by the Agency. It provides directions, provisions, and requirements necessary for performing public improvement projects.

State - The State of Oregon.

Structures - Bridges, retaining walls, endwalls, cribbing, buildings, culverts, manholes, catch basins, drop inlets, sewers, service pipes, underdrains, foundation drains, and other similar features which may be encountered in the Work.

Subbase - A Course of specified material of specified thickness between the Subgrade and a Base.

Subcontractor - An Entity having a direct contract with the Contractor or another Subcontractor, at any tier, to perform a portion of the Work.

Subgrade - The top surface of completed earthwork on which Subbase, Base, Surfacing, Pavement, or a Course of other Material is to be placed.

Substructure - Those parts of a Structure which support the Superstructure, including bents, piers, abutments, and integrally built wingwalls, up to the surfaces on which bearing devices rest. Substructure also includes portions above bearing surfaces when those portions are built integrally with a Substructure unit (e.g., backwalls of abutments). When Substructure and Superstructure elements are built integrally, the division between Substructure and Superstructure is considered to be at the bottom soffit of the longitudinal or transverse beam, whichever is lower. Culverts and rigid frames are considered to be entirely Substructure.

Superstructure - Those parts of a Structure above the Substructure, including bearing devices.

Supplemental Drawings - The Agency-prepared detailed drawings for Work or methods of construction that are Project specific, and are denoted by title in the Project title block.

Supplier - The Entity that furnishes goods to be incorporated into the Work.

Surety - The Entity that issues the bond.

Surfacing - The Course or Courses of Material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

Temporary Pedestrian Accessible Route - An area within a Work Zone, marked by signing, delineation and TCD, for the use of pedestrians to navigate through or around the work area. The TPAR is included as part of the Traffic Control Plan.

Temporary Pedestrian Accessible Route Plan - A written and drawn plan within the TCP that identifies requirements for providing safe, effective and accessible routes for pedestrians through or around the Work Zone including TPAR details, advance public notification; and, construction and maintenance responsibilities.

Third Notification - Written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has completed the Project according to the Contract, including, without limitation, completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

Ton - One short ton of 2,000 pounds (Ton, ton, Tn, or T).

Topsoil - Soil ready for use in a planting bed.

Traffic Control Devices - Signs, signals, markings, and other devices placed on, over, or adjacent to a Roadway used to regulate, warn, or guide Public Traffic by authority of a public body or official having jurisdiction.

Traffic Control Measures - Elements of the TCP including, but not limited to, TCD, personnel, Materials and Equipment used to control Public Traffic through a Work Zone.

Traffic Control Plan - A written and drawn plan for providing the safe and efficient movement of Public Traffic through or around a Work Zone, while providing protection for workers, incident responders, and Equipment.

Traffic Lane - That part of the Traveled Way marked for moving a single line of vehicles.

Traveled Way - That part of the Highway for moving vehicles, exclusive of berms and Shoulders.

Typical Section - That Cross Section established by the Plans or the 3D Engineered Model which represents in general the lines to which the Contractor shall work in the performance of the Contract.

Unsuitable Material - Frozen material, or material that contains organic matter, muck, humus, Peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not normally suitable for use in earthwork.

Utility - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, stormwater not connected with highway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

Warranty Bond - The approved security furnished by the Contractor's, Subcontractor's, or Supplier's Surety as a guaranty of the Contractor's performance of its warranty obligations.

Wetlands - Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, vegetation typically adapted for life in saturated Soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Work - The furnishing of all Materials, Equipment, labor, and Incidentals necessary to successfully complete any individual Pay Item or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

Work Zone - An area within Highway construction, maintenance, or Utility Work activities which extends from the first road Work, Bridge Work, or Utility Work warning sign to the last sign or the last TCD.

Worker - Any person performing Work under the Contract, including employees of the Contractor or Subcontractor, and persons having full or partial ownership of the Contractor or Subcontractor. (This definition is not intended to nor does it alter the definition or meaning of the term “Worker” as used in any applicable laws or regulations, including but not limited to for purposes of paying prevailing wage rates.)

Working Drawings - Supplemental Plans, not furnished by the Agency, that the Contractor is required to submit to the Engineer. (See 00150.35.)

Section 00120 - Bidding Requirements and Procedures

00120.00 Prequalification of Bidders – For Federal-aid Projects, the Agency requires Contractors to be prequalified with the Oregon Department of Transportation (ODOT), which will prequalify Bidders according to ODOT's Oregon Administrative Rules and prequalification procedures. A Bidder must file for prequalification. Bidders shall make application for prequalification, and for required renewals, on standard forms available from the ODOT Procurement Office - Construction Contracts Unit website (see 00110.05(e)). Bidders shall return the completed application to the ODOT Procurement Office - Construction Contracts Unit by one of the following methods:

- If hand delivered, the application shall be date stamped with the provided date stamping device and the application shall be placed in the ODOT Procurement Office Bid Box located in the 1st floor lobby at the following address:

  Oregon Department of Transportation
  355 Capitol Street NE
  Salem, OR 97301

- If delivered by mail or parcel delivery service, the application shall be sent to:

  Oregon Department of Transportation
  Procurement Construction Contracts, MS#5-1
  355 Capitol Street NE
  Salem, OR 97301

Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. The Agency will consider a Bid from a Bidder whose complete application for prequalification has been received by the ODOT Procurement Office - Construction Contracts Unit at least 10 Calendar Days before the opening of Bids. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

The Agency will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

00120.01 General Bidding Requirements - Submit Bids through the internet (electronic) in Portable Document Format (PDF) format only. Conform to all instructions provided in this Section and the Invitation To Bid and submit all required forms with the Bid, properly completed and executed. For Federal-aid Projects, the identification of the Bidding firm,

partnership or joint venture must match the Bidder identification listed in ODOT's current list of prequalified Bidders. All mandatory submission forms requiring signature must be signed by an individual or individuals authorized to bind the Bidding firm, partnership or joint venture by Contract. Failure to satisfy these requirements shall render the Bid non-responsive.

As and when applicable, the Contractor shall maintain the certifications required by ORS 279A.107.

00120.05 Request for Invitation To Bid - Bidding documents are available in electronic form only, and may be obtained at no charge from the Agency's Procurement Collaboration Portal website (see 00110.05(e)) and then searching for the solicitation listed in the Advertisement and ITB cover sheet.

00120.10 Invitation To Bid - The Invitation To Bid may include, but is not limited to:

- Description of Work
- Time, Date, and Place for Receiving Bids
- Time for Completion of Work
- Class of Project (i.e., Federal-aid, State or locally funded Project)
- Class of Work
- Identification of applicable Special Provisions
- Certificate of non-collusion
- Certificate of noninvolvement in any debarment or suspension (for Federal-aid Projects)
- Certificate regarding lobbying activities (for Federal-aid Projects)
- Certificate of residency (for State Projects)
- Certificate of compliance with Oregon tax laws
- Certificate of nondiscrimination regarding ORS 279A.110
- Bid Schedule
- Identification of Bidder(s) and Sureties
- Limiting statements (See 00120.50.)
- Bid signature page
- Bid Bond form
- Performance Bond form
- Labor and Materials Payment Bond form
- First-tier Subcontractor disclosure form
- Sample Construction Contract
- Project Wage Rate Determinations
- Special Provisions

Depending on the Class of Project, other certificates or statements may be included within the Invitation to Bid. Plans, Specifications, and other documents referred to or included in the Invitation To Bid will be considered part of the Bid.

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Before submitting a Bid, Bidders shall carefully examine the site of the proposed Work, the Invitation To Bid, Plans, and Specifications. Bidders shall also contact Utility owners to verify all Utilities' anticipated involvement on the Project Site. Bidders are also encouraged to review any subsurface investigation material referenced in 00120.25 that may be available and conduct additional investigation of any unusual condition apparent during the visual site examination. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and Solicitation Documents, finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to fully examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing and submitted through the Agency's Procurement Collaboration Portal. Unless the procurement period is shorter than one week, requests for changes or clarification shall be submitted at least five days prior to the date of Bid Closing. The Agency will respond to each request at least 72 hours prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted through the Agency's Procurement Collaboration Portal. Such notification shall also be made in sufficient time for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

00120.16 Material, Equipment, and Method Substitutions - When the Contract specifies certain Materials, Equipment, products, and/or methods, the Bidder shall include those Materials, Equipment, products, and/or methods in the Bid unless the Engineer has issued an Addendum granting approval to substitute. Unless the Engineer has approved substitutions of Materials, Equipment, products, and/or methods prior to opening of Bids, the Bidder shall furnish the items specified in the Contract. Substitution after Award is specified in 00180.31(b), 00180.31(c), and 00180.31(d). The procedure for requesting approval is as follows:

(a) Written Request - Unless specified as the subject of an exemption per ORS 279C.345, if a Bidder proposes to use Materials, Equipment, products, and/or methods other than those specified, the Bidder shall send a written request through the Agency's Procurement Collaboration Portal, at least 7 Calendar Days prior to Bid Opening, including complete descriptive and technical information on the proposed Materials, Equipment, products, and/or methods.

(b) Functional Similarity - Materials, products, and Equipment proposed for substitution shall be similar in design, and equal or better in quality and function to those specified.

(c) Manufacturer's Information - If manufacturers' brochures or information is needed, the Bidder shall submit three copies of each with all pertinent information clearly marked.

(d) Differences - The Bidder shall specifically note all differences between the specified Materials, Equipment, products, and/or methods and the proposed substitutes.

(e) Cost - Where a substitute will result in alteration of the design or space requirements, or any other modifications to the Plans, the Bidder shall include in the substitution request all items of cost for the revised design and construction.

(f) Notification of Holders of Bidding Plans - If the Engineer approves any proposed substitution, such approval, and any modifications necessitated to the design and construction by the substitution, will be acknowledged by Addenda.

00120.17 Use of Agency-Owned Land for Staging or Storage Areas - The Contractor may use Agency-owned property for staging or storage areas, subject to the following limitations:

(a) Within Normal Right-of-Way Limits - If approved by the Engineer, the Contractor may use available property within the normal Right-of-Way limits for the purpose of constructing improvements under the Contract. Where the Agency owns, or has rights to, other adjacent properties in the Project area, "normal Right-of-Way" is limited to a line drawn across that property connecting the normal Right-of-Way limits on either side of the property.

(b) Outside Normal Right-of-Way Limits - The Contractor may not use Agency-owned property outside of normal Right-of-Way limits for the Project without the approval of the Engineer.

If a Bidder obtains approval before submitting a Bid, use of the property will be at no cost to the Contractor, or at a cost stated by the Engineer upon granting approval, as confirmed by Addendum.

If approval is not obtained before submitting a Bid, and the Contractor proposes to use Agency-owned property outside the normal Right-of-Way limits, then use of the property may be approved by the Engineer, but the Contractor will be assessed fair market value, as determined by the Engineer, for use of the property.

(c) Restrictions on Use - Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of Agency-owned property, and shall:

- Not cause unreasonable impacts on traffic and other facility users.
- Clean up all hazardous materials deposited by, or resulting from, Contractor operations.
- Be responsible for all costs associated with use of the property.

00120.20 Interpretation of Quantities in Bid Schedule - Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The Agency does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual

quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as provided in 00120.30 and 00140.30.

00120.25 Subsurface Investigations - If the Agency or its consultant has conducted subsurface or geologic investigations of the proposed Project Site, the results of the investigations may be included in written reports. If reports have been prepared, copies will be available at the Engineer's office. If the Agency has retained subsurface samples, they will also be available for inspection. Bidders and the Contractor may make arrangements for viewing the samples through the Engineer's office.

The availability of subsurface information from the Agency is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor of any risk, duty to make examinations and investigations as required by 00120.15, or other responsibility under the Contract Documents. It is mutually agreed to by all parties that:

- The written report(s) are reference documents and not part of the Contract Documents.
- The subsurface investigations made by the Agency are for the purpose of obtaining data for planning and design of the Project.
- The data for individual test boring logs apply only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings.
- If Bidders use this information in preparing a Bid, it is used at their own risk, and Bidders are responsible for all conclusions, deductions, and inferences drawn from this information.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids -The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by publishing them on the Agency’s Procurement Collaboration Portal website (see 00110.05(e)). Bidders shall be solely responsible to check the Procurement Collaboration Portal for Addenda periodically, including daily, as necessary, to receive all Addenda applicable to the Bid.

The Agency will not be responsible for failure of Bidders to receive Addenda issued as described in the preceding paragraph. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued before Bid Closing.

00120.40 Preparation of Bids - Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

(a) General - Bidders shall download the Invitation to Bid documents from the Agency’s Procurement Collaboration Portal. Except as specified, Bidders shall not alter, in any manner, the documents within the Invitation To Bid. Bidders shall complete the certifications and statements included in the Invitation To Bid according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Invitation To Bid. Entries on the documents in the Invitation To Bid shall be in ink or typed. Signatures and initials shall either be in ink or electronic.

(b) Bidding Considerations - Bidders may refer to the following Subsections for requirements that may affect bidding considerations:

Subsection	Requirements
00120.80	Reciprocal Preference for Oregon Resident Bidders
00130.80	Project Site Restrictions
00150.55	Cooperation with Other Contractors
00150.75	Protection and Maintenance of Work during Construction
00160.20(a)	Buy America
00160.20(b)	Buy Oregon
00160.20(d)	Build America Buy America Act Requirements
00170.07	Record Requirements
00180.20	Subcontracting Limitations
00180.21	Subcontracting
00195.00(a)	Cost of Insurance and Bonds
00195.50(a)(1)	Progress Estimates
00199.30	Claims Procedure

(c) Electronic Bid Schedule Entries - Using figures, Bidders shall fill in all Bid item unit prices in the electronic Bid Schedule spreadsheet file. The total Bid item price will be automatically calculated and entered. The unit price shall be greater than zero. Once all unit prices are entered, the total amount of the Bid will be automatically calculated and entered. It is the Bidder's responsibility to verify the accuracy of all automatically calculated figures.

(d) Bidder's Address and Signature Pages - Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

(e) Bid Guaranty - The Bid must be accompanied by a Bid guaranty in the form of a cashier's check, certified check, Bid Bond or irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 payable to Agency for an amount equal to ten percent (10%) of the total amount of the Bid, which sum shall be forfeited as fixed and liquidated damages should the Bidder neglect or refuse to enter into a Contract and provide suitable bonds for the faithful performance and payment of labor and Materials of the Work in the event the Contract is awarded to the Bidder.

No Bid will be considered unless accompanied by a Bid guaranty.

The Bid Bond must be executed upon the Agency's standard Bid bond form, a copy of which is provided in the Invitation to Bid.

- Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.
- Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

A scanned (PDF) copy of the Bid guarantee shall be submitted electronically through the Agency's Procurement Collaboration Portal along with the Bid. The Bidder shall

immediately provide hard copies of the original Bid security documentation to the Agency if requested.

(f) Disclosure of First-Tier Subcontractors - Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or Solicitation Documents, exceeds $100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least $15,000; or
- $350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-007-0260.

The Subcontractor Disclosure Form may be submitted either by:

- Filling out the Subcontractor Disclosure Form included in the Invitation To Bid, signing and dating either in ink or electronically, and submitting it, in PDF format, together with the Bid documents to the Agency’s Procurement Collaboration Portal at the time designated for receipt of Bids; or
- Removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately, in PDF format, to the “My Company Info” page within the Agency’s Procurement Collaboration Portal ; or
- By removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled “First-Tier Subcontractors for Bid on [Project name]” (see Invitation To Bid cover page).

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within 2 working hours of the time designated for receiving Bids.

The Agency is not responsible for partial, failed, illegible or partially legible submittals, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

(g) Disclosure of Conflict of Interest - For Federal-aid Projects, the Agency has adopted the ODOT Conflict of Interest Guidelines and disclosure requirements. Bidders shall review the Agency's Conflict of Interest Guidelines, and if any disclosures are required (with the exception of any required disclosures for Subcontractors, which are addressed under 00180.21), Bidders shall complete the Conflict of Interest Disclosure Form(s) and submit to the Agency, before the time Bids are due to be submitted, according to 00120.45. The ODOT Conflict of Interest Guidelines and Conflict of Interest Disclosure Form are available on the ODOT Procurement Office website (see 00110.05(e)).

If disclosures are not required under the ODOT Conflict of Interest Guidelines, no disclosures need be submitted.

00120.45 Submittal of Bids - Submit Bids to the Agency's Procurement Collaboration Portal website (see 00110.05(e)). Bids will be considered submitted once uploaded and time-stamped as received by the Agency's Procurement Collaboration Portal.

Bids submitted after the time set for receiving Bids in the Invitation To Bid will not be opened or considered.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

00120.60 Revision or Withdrawal of Bids:

Bids and mandatory submission forms may be changed by the Bidder after the Bid has been delivered to the Agency, provided that:

- Changes are prepared according to the instructions identified in the Invitation To Bid ; and
- Changes are uploaded to the Agency's Procurement Collaboration Portal and the portal shows them to have been uploaded and received prior to the time identified in the Invitation To Bid for submitting Bids, and they are identified as an "Updated Bid"; and
- The changes are submitted in writing on the Bidder's letterhead and is signed by an individual authorized to sign the Bid and proof of the authorization to sign the Bid accompanies the change request.

A Bidder may withdraw its Bid after it has been delivered to the Agency, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and

- The request is uploaded to the Agency's Procurement Collaboration Portal and the portal shows the request to have been uploaded and received prior to the time identified in the Invitation To Bid for submitting Bids.

00120.65 Opening and Comparing Bids - Bids will be opened and the total price for each Bid will be read publicly at the time and place specified in the Bid Advertisement. Bidders and other interested parties are invited to be present.

Bids for each Project will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the Agency may make arithmetic corrections on extension amounts.

00120.70 Rejection of Non-responsive Bids - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include, without limitation:

- The Invitation To Bid documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid is submitted on documents not obtained directly from the Agency.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink or electronically affixed.
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Invitation To Bid. This requirement applies to Agency and State-funded Projects, with the exception of Aggregate production and landscape Projects. (Not required on Federal-aid Projects.)
- A disclosure of first-tier Subcontractors, if required under 00120.40(f), is not received within 2 working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.

- The Bid contains entries with more than two decimals to the right of the decimal point.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.
- The Bidder has not submitted required Conflict of Interest Disclosure Form(s), if any. (See 00120.40(g).)

In addition, the Agency may reject all Bids for good cause upon its finding that it is in the public interest to do so. The Agency may also waive minor informalities or irregularities.

00120.80 Reciprocal Preference for Oregon Resident Bidders - This Subsection applies only to Contracts for Projects financed without federal funds.

Bidders shall certify that they are or are not a resident Bidder on the Bid Certification. Failure to properly certify residency status may be cause to reject the Bid.

As used in the certificate of residency and this Subsection, "Resident Bidder" means a Bidder who has:

- Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid;
- A business address in the State of Oregon; and
- Certified in the Bid that the Bidder qualifies as a Resident Bidder.

"Nonresident Bidder" means a Bidder who is not a Resident Bidder as defined above.

In determining the lowest Bid, the Agency will, for the purpose of awarding the Contract, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides (ORS 279A.120). The percentage preference applied in each state will be published on or before January 1 of each year by the Oregon Department of Administrative Services. The Agency may rely on these percentages without incurring liability to any Bidder (ORS 279A.120).

This increase will only be applied to determine the lowest Bid, and will not cause an increase in payment to the Contractor after Award of the Contract.

00120.90 Disqualification of Bidders - The Bid(s) of a disqualified Bidder will be rejected. Any of the following reasons is sufficient to disqualify a Bidder:

- More than one Bid is submitted for the same Work by an Entity under the same or different name(s).
- Evidence of collusion among Bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.
- Any of the grounds for disqualification cited in ORS 279C.440.

A Bidder will be disqualified if the Bidder has:

- Not been prequalified as required by 00120.00 (For Federal-aid Projects only);

- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860;
- Not been registered (licensed) by the Oregon Construction Contractors Board (CCB) or has not been licensed by the State Landscape Contractors Board before submitting a Bid (ORS 279C.365(1)(k), ORS 701.021, ORS 701.026, and ORS 671.530). The Bidder's registration number and expiration date shall be shown in the Bid form, if requested. Failure to furnish the registration number, if requested, will render the Bid non-responsive and subject to rejection. (Not required on Federal-aid projects.); or
- Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder - The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

Section 00130 - Award and Execution of Contract

00130.00 Consideration of Bids - After opening and reading Bids, the Agency will check them for correct extensions of unit prices and totals. (See 00120.65.) The total of extensions, corrected where necessary, will be used by the Agency for Award purposes.

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are significantly unbalanced to the Agency's potential detriment. The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

Bids will be considered and a Contract awarded, if at all, within 30 Calendar Days from the date of Bid Opening, unless an extension beyond that time is agreed to by both parties and acknowledged in writing by the Bidder.

00130.10 Award of Contract - After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the responsible Bidder who submitted the lowest responsive Bid, who is not on the list created by the Construction Contractors Board according to ORS Chapter 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. Satisfactory performance of the Contract also includes compliance with the requirements for records in 00170.07 for Contracts with the Agency.
- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency will base the determination of

responsibility upon any available information, or may find the prospective Bidder not to be responsible.

- Not been disqualified by the public contracting agency under ORS 279C.440.
- An unexpired certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167) upon completion of the curriculum and assessment that the Bidder understands the prohibitions set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payment. The certificate is only required if the Bidder employs 50 or more full-time workers and submitted a Bid for a procurement with an estimated contract price that exceeds $500,000.

If the Bidder is found not to have a satisfactory record of performance or integrity, the Agency will document the record and the reasons for the unsatisfactory finding.

The Agency will post Notice of Intent to Award on the OregonBuys website (see 00110.05(e)) within 14 Calendar Days after the opening of Bids.

The Award will not be final until the later of the following:

- Seven Calendar Days after the Notice of Intent to Award has been posted as specified in the advertised solicitation or Addendum thereto; or
- The Agency has provided a written response to each timely protest, denying the protest and affirming the Award.

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award.

Notice of Award will be sent within 30 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

00130.15 Right to Protest Award - Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the Agency's intent to Award within 7 Calendar Days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the bidder alleges, in its written protest, that it should have received the award because:

(a) All lower Bids are non-responsive;

(b) The Agency failed to conduct the Bid process as described in the Invitation To Bid;

(c) The Agency has abused its discretion in rejecting the protestor's Bid as non-responsive or non-responsible; or

(d) The Agency's evaluation of Bids or subsequent determination of award is otherwise in violation of ORS Chapters 279A and 279C or the Agency's public contracting rules.

The written protest must describe the facts that support the protest. The Agency will not consider late protests or protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons in clauses (a) through (d) above.

00130.20 Cancellation of Award - Without liability to the Agency, the Agency may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding it is in the public interest to do so.

00130.30 Contract Booklet - The Contract booklet may include, but is not limited to:

- Special Provisions
- Addenda
- Schedule of Items
- Contract Documents
- Performance Bond
- Payment Bond
- Certification of workers' compensation coverage

00130.40 Contract Submittals - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

(a) Performance and Payment Bonds - When Awarded the Contract, the successful Bidder shall furnish a Performance Bond and a Payment Bond of a Surety authorized to do business in the State of Oregon.

The successful Bidder shall submit the standard bond forms, copies of which are included in the Invitation To Bid; a Surety's standard Performance and Payment Bond forms will not be accepted. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the bonds in the Contract booklet, which must include bond numbers, and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the Agency's consent, nor will the Agency normally release them, prior to Contract completion. The amount of the Performance and Payment Bonds shall be increased to equal the new Contract Amount whenever the Contract Amount is increased for any reason.

When a coating system warranty is required by 00594.75, the Contractor shall also furnish a supplemental warranty performance bond as and when described in 00594.75.

(b) Certificates of Insurance - The successful Bidder shall furnish the Agency certificates of insurance applicable to the Project, according to 00170.70. The insurance coverages shall remain in force throughout the performance of the Contract and shall not be allowed to lapse without prior written approval of the Agency. Bidders may refer to 00170.70 for minimum coverage limits and other requirements.

For specified Contracts, certified copies, and in some instances the original, of insurance policies may be required by the Special Provisions.

(c) Workers' Compensation - The Contractor shall submit proof to Agency that the Contractor is registered by the Oregon Worker's Compensation Division either as a

carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others. Proof shall consist of Certification of Insurance, written statement of self-insurance or statement of exemption, including exemption category, as applicable.

(d) Registration Requirements:

(1) ORS 701.021, ORS 701.026, and ORS 671.530 require that Bidders be registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board prior to submission of a Bid on a Project not involving federal funds. Registration with the Construction Contractors Board or licensing by the State Landscape Contractors Board is not a prerequisite to bidding on Federal-aid Projects; however, the Agency will not execute a Contract until the Contractor is so registered or licensed.

(2) Bidders must be registered with the Corporation Division, Oregon Secretary of State, if bidding as a corporation, limited liability company, joint venture, or limited liability partnership, or if operating under an assumed business name and the legal name of each person carrying on the business is not included in the business name.

(3) A Contractor registered under ORS Chapter 701 may bid on a landscaping project or perform a construction project that includes landscape contracting as a portion of the project if the landscape contracting is subcontracted to a licensed landscaping business as defined in ORS 671.520.

(4) A landscaping business may bid on a Project or perform a Contract that includes the phase of landscape contracting for which it is not licensed if it employs a landscape contractor, or subcontracts with another licensed landscaping business, licensed for that phase.

(e) Tax Identification Number - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

00130.50 Execution of Contract and Bonds:

(a) By the Bidder - The successful Bidder shall deliver one original of the properly executed Performance Bond, Payment Bond, certification of workers' compensation coverage, and the required certificates of insurance, to the Agency within 10 Calendar Days after the date of Notice of Award. Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate Subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. No copies of these documents will be accepted by the Agency.

Within 7 Calendar Days after receipt of the Agency-signed Contract booklet, the Bidder shall return the original fully-executed Contract booklet to the Agency.

Proper execution requires that:

- If the Contractor is a partnership, limited liability partnership, joint venture, or limited liability company, an authorized representative of each Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached.
- If the Contractor is a corporation, the President and the Secretary of that corporation shall sign the Contract, Performance Bond, and Payment Bond. However, if other corporate officers are authorized to execute contracts and bonds, the successful Bidder shall furnish with those documents a certified, true and correct copy of the corporate bylaws or minutes stating that authority. If only one officer is signing, then the bylaws or minutes must include the authority to sign without the signature of others. The successful Bidder shall also include the title(s) or corporate office(s) held by the signer(s).

(b) By the Agency - Within 21 Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the Agency's attorney (if required), the Agency will execute the Contract. The Agency will then send an Agency-signed original Contract booklet to the successful Bidder, who will execute the Contract as specified in 00130.50(a)(2). Upon final execution, the Bidder officially becomes the Contractor.

00130.60 Failure to Execute Contract and Bonds - Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385.

Award may then be made to the next lowest responsible Bidder, the Project may be re-advertised, or the Work may be performed otherwise as the Agency decides.

The forfeited Bid guaranty will become the Agency's property, not as a penalty but as liquidation of damages resulting from the Bidder's failure to execute the Contract and provide the certificates, certifications, and bonds as required by these Specifications.

00130.70 Release of Bid Guaranties - Bid guaranties will be released and checks returned 7 Calendar Days after Bids are opened, except for those of the three apparent lowest Bidders on each Project. The guaranties of the three apparent lowest Bidders will be released and checks returned to unsuccessful Bidders within 7 Days of the Agency's execution of the Contract.

00130.80 Project Site Restriction - Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment, or workers onto that Project Site.

The Contractor will not automatically be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Contract for execution. However, if more than 61 Calendar Days elapse between the date the Bid is opened and the date the Agency sends the Contract to be executed, the Agency will consider granting an adjustment of time for completion of the Work to offset any actual delay to Contract completion resulting directly from delay in commencement.

00130.90 Notice to Proceed - Notice to Proceed will be issued within 5 Calendar Days after the fully-executed Contract is received by the Agency.

Should the Agency fail to issue the Notice to Proceed within 5 Calendar Days of Contract execution, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

The Engineer will issue a First Notification recording the date the performance of the Contract has begun.

Section 00140 - Scope of Work

00140.00 Purpose of Contract - The purpose of the Contract is to set forth the rights and obligations of the parties and the terms and conditions governing completion of the Work. The Contractor's obligations shall include without limitation the following:

- The Contractor shall furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Plans, Specifications, and terms of the Contract.
- The Contractor shall perform the Work according to the lines, grades, Cross Section data, Typical Sections, dimensions, and other details shown on the Plans or in the 3D Engineered Model, as modified by written order, or as directed by the Engineer.
- The Contractor shall perform all Work determined by the Engineer to be necessary to complete the Project.
- The Contractor shall contact the Engineer for any necessary clarification or interpretation of the Contract.

00140.10 Typical Sections - The Typical Sections are intended to apply in general. At other locations where the Typical Section is not appropriate, the Contractor shall perform construction to the identified alignment as directed by the Engineer.

00140.20 Thickness - The thickness of Courses of Materials shown on the Plans, given in the Specifications, or established by the Engineer is considered to be the compacted thickness. Minor variations are acceptable when within tolerances specified in the Specifications or Plans, or when approved by the Engineer.

00140.30 Agency-Required Changes in the Work - Changes to the Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of Project construction.

Without impairing the Contract, the Agency reserves the right to require changes it deems necessary or desirable within the scope, which in the Specifications means general scope, of the Project. These changes may modify, without limitation:

- Specifications and design
- Grade and alignment
- Cross Sections and thicknesses of Courses of Materials
- 3D Engineered Model

- Method or manner of performance of Work
- Project Limits

or may result in:

- Increases and decreases in quantities
- Additional Work
- Elimination of any Contract item of Work
- Acceleration or delay in performance of Work

Upon receipt of a Change Order, the Contractor shall perform the Work as modified by the Change Order. If the Change Order increases the Contract Amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents within 15 Calendar Days of receipt of the Change Order. The Contractor's performance of Work according to Change Orders shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work will be made according to 00195.20. Contract Time adjustments, if any, will be made according to 00180.80.

00140.40 Differing Site Conditions - The following constitute differing Project Site conditions provided such conditions are discovered at the Project Site after commencement of the Work:

- **Type 1** - Subsurface or latent physical conditions that differ materially from those indicated in the Contract Documents; or
- **Type 2** - Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

The party discovering such a condition shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected Work is performed. The Contractor shall not continue Work in the affected area until the Engineer has inspected such condition according to 00195.30 to determine whether an adjustment to Contract Amount or Contract Time is required.

Payment adjustments due to differing Project Site conditions, if any, will be made according to 00195.30. Contract Time adjustments, if any, will be made according to 00180.80.

00140.50 Environmental Pollution Changes - ORS 279C.525 will apply to any increases in the scope of the Work required as a result of environmental or natural resources laws enacted or amended after the submission of Bids for the Contract. The Contractor shall comply with the applicable notice and other requirements of ORS 279C.525. The applicable rights and remedies of that statute will also apply.

In addition to ORS 279C.525, the Agency has compiled a list at 00170.01 of those federal, State, and local agencies, of which the Agency has knowledge, that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of Agency contracts.

00140.60 Extra Work - If directed by the Engineer's written order, the Contractor shall perform work not included in the Contract. The Contractor shall perform this work according to:

- Standard Specifications
- Other Plans and Specifications issued by the Engineer

Payment for Extra Work will be made according to Section 00196. Contract Time adjustments, if any, will be made according to 00180.80.

00140.65 Disputed Work - The Contractor may dispute any part of a Change Order, written order, or an oral order from the Engineer by the procedures specified in Section 00199.

00140.70 Cost Reduction Proposals - The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

(a) Proposal Requirements - The Agency will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Agency, should the Contractor elect to submit a detailed cost reduction proposal.

A detailed cost reduction proposal shall include without limitation the following information:

- A description of existing Contract requirements for performing the Work and the proposed change;
- The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
- Pay Items affected by the proposed change including any quantity variations;
- A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be made according to Section 00197. Costs of re-design, which are incurred after the Agency has accepted the proposal, shall be included in the cost of proposed work; and
- A date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

(b) Continuing to Perform Work - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order

incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

(c) Consideration of Proposal - The Engineer is not obligated to consider any cost reduction proposal. The Agency will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted.

The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

(d) Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the proposal. If the Agency exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Agency to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

(e) Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order that will include without limitation the following:

- Statement that the Change Order is made according to 00140.70;
- Revised Contract Documents that reflect all modifications necessary to implement the approved cost reduction measures;
- Any conditions to which the Agency's approval is subject;
- Estimated net savings in construction costs attributable to the approved cost reduction measures; and
- A payment provision according to which the Contractor will be paid 50% of the estimated net savings amount as full and adequate consideration for performance of the Work of the Change Order.

The Contractor's cost of preparing the cost reduction proposal and the Agency's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures.

If the Agency accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

(f) Right to General Use - Once submitted, the cost reduction proposal becomes the property of the Agency. The Agency reserves the right to adopt the cost reduction proposal for general use without additional compensation to the Contractor when it determines that a proposal is suitable for application to other contracts.

00140.80 Use of Publicly Owned Equipment - The Contractor is prohibited from using publicly-owned Equipment except in the case of emergency. In an emergency, the Contractor may rent publicly-owned Equipment provided that:

- The Engineer provides written approval that states that such rental is in the public interest; and
- Rental does not increase the Project cost.

00140.90 Final Trimming and Cleanup - Before Final Inspection as described in 00150.90, the Contractor shall neatly trim and finish the Project and remove all remaining unincorporated Materials and debris. Final trimming and cleanup shall include without limitation the following:

- The Contractor shall retrim and reshape earthwork, and shall repair deteriorated portions of the Project Site.
- Where the Work has impacted existing facilities or devices, the Contractor shall restore or replace those facilities to their pre-existing condition.
- The Contractor shall clean all drainage facilities and sanitary sewers of excess Materials or debris resulting from the Work.
- The Contractor shall clean up and leave in a neat, orderly condition, Rights-of-Way, Materials sites, and other property occupied in connection with performance of the Work.
- The Contractor shall remove temporary buildings, construction plants, forms, falsework and scaffolding, surplus and discarded Materials, and rubbish.
- The Contractor shall dispose of Materials and debris, including, without limitation, forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of the Contractor. The Contractor shall dispose of these Materials and debris immediately.
- Cleanup shall accompany the progress of the Work as nearly as practical.

Unless the Contract specifically provides for payment for this item, the Agency will make no separate or additional payment for final trimming and cleanup.

Section 00150 - Control of Work

00150.00 Authority of the Engineer - The Engineer has full authority over the Work and its suspension. (See Section 00180.) The Contractor shall perform all Work to the complete satisfaction of the Engineer. The Engineer's determination shall be final on all matters, including, but not limited to, the following:

- Quality and acceptability of Materials and workmanship
- Measurement of unit price Work
- Timely and proper prosecution of the Work
- Interpretation of Contract Documents

- Payments due under the Contract

The Engineer's decision is final and, except as provided in 00180.80 for adjustments of Contract Time and Section 00199 for claims for additional compensation, may be challenged only through litigation.

Work performed under the Contract will not be considered complete until it has passed Final Inspection by the Engineer and has been accepted in writing by the Agency.

Interim approvals issued by the Engineer, including, but not limited to, Third Notification, will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control.

00150.01 Project Manager's Authority and Duties - The Engineer may designate a Project Manager as its representative on the Project with authority to enforce the provisions of the Contract.

When the Engineer has designated a Project Manager, the Contractor should direct all requests for clarification or interpretation of the Contract, in writing, to the Project Manager. The Project Manager will respond within a reasonable time. Contract clarification or interpretation obtained from persons other than the Project Manager will not be binding on the Agency.

The Project Manager shall have the authority to appoint Inspectors and other personnel as required to assist in the administration of the Contract.

00150.02 Inspector's Authority and Duties - To the extent delegated under 00150.01, Inspectors are authorized to represent the Engineer and Project Manager to perform the following:

- Inspect Work performed and Materials furnished, including, without limitation, the preparation, fabrication, or manufacture of Materials to be used;
- Orally reject defective Materials and to confirm such rejection in writing;
- By oral order, temporarily suspend the Work for improper prosecution pending the Engineer's decision; and
- Exercise additional delegated authority.

Inspectors are not authorized to:

- Accept Work or Materials.
- Alter or waive provisions of the Contract.
- Give instructions or advice inconsistent with the Contract Documents.

00150.10 Coordination of Contract Documents - The Contract Documents, including but not limited to Contract Change Orders, the Special Provisions, the Plans, and the Standard Specifications are intended to collectively describe all of the items of Work necessary to complete the Project.

(a) Order of Precedence - The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Contract Change Orders;
- Addenda;
- Special Provisions;
- Stamped Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- 3D Engineered Models and supplemental Agency-prepared line, grade and Cross Section data applicable to the Project;
- Standard Drawings;
- Approved unstamped Working Drawings and 3D Construction Models;
- Standard Specifications; and
- All other Contract Documents not listed above, including permits from governmental agencies.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

(b) Immaterial Discrepancies - The Contract Documents specify details for the construction and completion of the Work. If Contract Documents describe portions of the Work in sufficient detail but are silent in some minor respect, the Contractor may proceed utilizing the current best industry practices.

(c) Material Discrepancies - If the Contractor identifies a discrepancy, error, or omission in the Contract Documents that cannot be resolved by the approach specified in (b) above, the Contractor shall immediately request clarification from the Engineer.

00150.15 Construction Stakes, Lines, and Grades:

(a) General - The Contractor shall perform no Work until the Engineer establishes field controls. Work performed without field controls will be subject to removal at no additional cost to the Agency.

(b) Agency's Responsibilities - The Engineer will perform the activities described in Section 1.5 of the ODOT Construction Surveying Manual for Contractors, as amended by Section 00305 of the Contract Special Provisions.

(c) Contractor Responsibilities - The Contractor shall perform the Work described in Section 1.6 of the ODOT Construction Surveying Manual for Contractors, as amended by Section 00305 of the Contract Special Provisions.

00150.20 Inspection:

(a) Inspection by the Engineer - The Engineer may test Materials furnished and inspect Work performed by the Contractor to ensure Contract compliance. The Contractor shall notify the Engineer 24 hours (one full Work Day) in advance for inspection of each portion of the Work.

Contractor shall not begin placing successive Courses or portions of Work until preceding Courses or portions of the Work have been inspected.

If the Contractor performs Work without the Engineer's inspection or uses Materials that the Engineer has not approved, the Engineer may order affected portions of the Work removed at the Contractor's expense.

At the Engineer's direction, any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore these portions of Work to the standard required by the Contract. If the Engineer rejects Work due to Materials or workmanship, or if the Contractor performed such Work without providing sufficient advance request for inspection to the Engineer, the Contractor shall bear all costs of uncovering and restoring the Work. If the Engineer accepts the uncovered Work, and the Contractor performed the Work only after providing the Engineer with sufficient advance notice, the costs of uncovering and restoring the Work will be paid for by the Agency according to 00195.20.

(b) Inspection Facilities - The Contractor shall furnish walkways, railings, ladders, shoring, tunnels, platforms, and other facilities necessary to permit the Engineer to have safe access to the Work to be inspected. The Contractor shall require producers and fabricators to provide safe inspection access as requested by the Engineer.

(c) Sampling - The Contractor shall furnish the Engineer with samples of Materials that the Engineer will test. All of the Contractor's costs related to this required sampling are Incidental.

(d) Inspection by Third Parties - Where third parties have the right to inspect the Work, the Contractor shall coordinate with the Engineer and shall provide safe inspection access.

(e) Contractor's Duty to Make Corrections - The Contractor shall perform all Work according to the Contract Documents. The Contractor shall correct Work that does not comply with the Contract Documents at its own expense. Inspection of the Work by the Engineer does not relieve the Contractor of responsibility for improper prosecution of the Work.

00150.25 Acceptability of Materials and Work - The Contractor shall furnish Materials and shall perform Work in Close Conformance to the Contract Documents. If the Engineer determines that the Materials furnished or the Work performed are not in Close Conformance with the Contract Documents, the Engineer may:

- Reject the Materials or Work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or
- Accept the Materials or Work as suitable for the intended purpose, adjust the amount paid for applicable Pay Items to account for diminished cost to the Contractor or

diminished value to the Agency, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

The Engineer's decisions concerning acceptability of Materials or Work will be final.

00150.30 Delivery of Notices - Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- By electronically confirmed facsimile transmission;
- By email to the email address provided by the Contractor at the Preconstruction Meeting;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt when delivered by facsimile transmission;
- At the time which the email transmittal is electronically received by the Contractor's email inbox;
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person;
- By electronically confirmed facsimile transmission;
- By email to the email address provided by the Engineer at the Preconstruction Meeting;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt when delivered by facsimile transmission;

- At the time which the email transmittal is electronically received by the Agency's email inbox;
- At the time of actual receipt or 7 Calendar Days after the postmarked date, when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

For purposes of this Subsection, the time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. For purposes of this Subsection, non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020.

00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models:

(a) Plans and 3D Engineered Models - The Agency-prepared Plans and 3D Engineered Models will show details of lines, grades, and Typical Section of the Roadway, and locations and design details of Structures.

(b) Working Drawings and 3D Construction Models - The Contractor shall supplement the Agency-prepared Plans and 3D Engineered Models with stamped Working Drawings, unstamped Working Drawings, or 3D Construction Models that show all information necessary to complete the Work. The applicable Section or Subsection of the Standard Specifications will indicate the supplemental information required and whether the drawings are to be stamped or unstamped. Stamped Working Drawings, unstamped Working Drawings, and 3D Construction Models are defined as follows:

(1) Stamped Working Drawings - Working Drawings, calculations, and other data which are prepared by or under the direction of a Professional Engineer licensed in the State of Oregon, and which bear the engineer's signature, seal, and expiration date.

(2) Unstamped Working Drawings - Working Drawings, calculations, and other data that do not bear an engineering seal.

(3) 3D Construction Models - See 00110.20.

(c) Number, Size, and Format of Working Drawings and 3D Construction Models - The Contractor shall submit Working Drawings and 3D Construction Models according to one of the following methods:

(1) Paper Submittal - The Contractor shall submit to the Engineer seven copies of Working Drawings for steel Structures and six copies of Working Drawings for other Structures. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 by 11 inches, 11 by 17 inches, or 22 by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

The Contractor shall not submit 3D Construction Model data in paper format.

(2) Electronic Submittal – The Contractor shall submit electronic Working Drawings as directed by the Engineer. The Contractor shall submit 3D Construction Model data either in LandXML or .dwg format, or as directed by the Engineer.

(d) Processing Working Drawings and 3D Construction Models - The Engineer will process Working Drawings and 3D Construction Models and include all comments on them as follows:

(1) Stamped Working Drawings - Stamped Working Drawings will be designated as "accepted", "accepted with comments", or "returned for correction" by the Engineer. If stamped Working Drawings are returned for correction by the Engineer, the Contractor shall address all comments and resubmit the stamped Working Drawings.

(2) Unstamped Working Drawings - Unstamped Working Drawings will be designated as "approved as submitted", "approved as noted", "returned for correction", or “rejected” by the Engineer. If unstamped Working Drawings are returned for correction by the Engineer, the Contractor shall address all comments and resubmit the unstamped Working Drawings.

(3) 3D Construction Models - 3D Construction Models will be designated as "approved as submitted", "approved as noted", or "returned for correction" by the Engineer. If 3D Construction Models are returned for correction by the Engineer, the Contractor shall address all comments and resubmit the 3D Construction Models.

The Contractor shall not fabricate or construct any structural components until the stamped or unstamped Working Drawings are returned by the Engineer with a written designation of "accepted", "accepted with comments", "approved as submitted", or "approved as noted", as applicable for the Working Drawings.

The Contractor shall not begin construction activities that will utilize a 3D Construction Model until the Engineer has processed the model and designated it as "approved as submitted" or "approved as noted".

The Engineer's processing of the Working Drawings and 3D Construction Models does not amend any contractual obligations of the parties. Review of submittals is only for general compliance with the information provided in the Contract Documents and is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. Approval of a specific item shall not include approval of an assembly of which the item is a component. The Contractor is responsible for the verification and confirmation of dimensions.

The Engineer will process and return Working Drawings and 3D Construction Models within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt by the Engineer. If the Engineer fails to return such drawings or models within this period of time, the Engineer will consider granting a Contract Time extension according to 00180.80. If the Contractor is required to resubmit Working Drawings or 3D Construction Models to the Engineer, the Engineer will process and return the Working Drawings or 3D Construction Models within 21 Calendar Days (65 Calendar Days if

Railroad approval is required) after receipt of the resubmitted Working Drawings or 3D Construction Models by the Engineer.

00150.37 Equipment Lists and Other Submittals - The Contractor shall submit Equipment lists, and other required submittals for approval by the Engineer. The Engineer will respond to requests for approval within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt by the Engineer unless otherwise specified in the Section of the Specifications requiring such approval.

00150.40 Cooperation and Superintendence by the Contractor - The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
  - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or Changed Work.
  - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
  - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent, and any alternate Superintendent, who shall meet the following qualifications:
  - Appointees shall be competent to manage all aspects of the Work.
  - Appointees shall be from the Contractor's own organization.
  - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
  - Appointees shall be experienced in the types of Work being performed.
  - Appointees shall be capable of reading and thoroughly understanding the Contract Documents.
- The appointed single Superintendent, or any alternate Superintendent, shall:
  - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
  - Be equipped with a two-way radio or cell phone capable of communicating throughout the Project during all the hours of Work on the Project Site and be available for communication with the Engineer.
  - Have full authority and responsibility to promptly execute orders or directions of the Engineer.

- Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
- Coordinate and control all Work performed under the Contract, including, without limitation, the Work performed by Subcontractors, Suppliers, and owner/operators.
- Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
- Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
- Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
- Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
- Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the Project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including, but not limited to, Contract termination.

00150.50 Cooperation with Utilities:

(a) General - Unless otherwise specified in the Special Provisions or on the Plans, existing Utilities requiring adjustment may be adjusted by the Utility before, during, or after Project construction. "Adjustment of Utilities" shall mean the alteration, improvement, connection, disconnection, relocation, or removal of existing Utility lines, facilities, or systems in temporary or permanent manner.

(b) Agency's Responsibilities - Before Bids are received, the Agency will make preliminary arrangements for planned Adjustment of Utilities. The Agency will list in the Special Provisions the estimated completion dates or times for adjustment work by the Utility owner, and will include a general statement describing any relocation. The Plans will not normally show the anticipated new location of Utilities that have been or will be adjusted.

(c) Contractor's Responsibilities - The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Be responsible for becoming fully informed as to the location of all existing Utilities within the Project Site;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;

- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 9520-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;
- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration's "Table A – Minimum Clearance Distances".
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the tolerance zone according to OAR-952-001-0090(3)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative or as directed by the Agency. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may have the Utilities adjusted by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

(d) Delays - If the Contractor complies with 00150.50(c), and if Utility adjustments are completed later than the date specified in the Special Provisions, thus causing Project completion to be delayed (provide notification under 00180.60), additional Contract Time will be considered under 00180.80, and additional compensation, if applicable, will be considered under 00195.40.

(e) Notification - Unless otherwise specified in the Special Provisions, the Project is located within the area served by the Oregon Utility Notification Center, which operates a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Contractor shall notify owners of Utilities prior to the performance of Work in the vicinity of their facilities. The Utilities notification system telephone number is 811 or 1-800-332-2344.

The Contractor shall comply with the rules of the Oregon Utility Notification Center, OAR 952-001-0010 through OAR 952-001-0090, and ORS 757.993. The Contractor may contact the Oregon Utility Notification Center at 503-232-1987 about these rules.

00150.55 Cooperation with Other Contractors - The Agency reserves the right to perform other work on or near the Project Site, including, without limitation, any Materials site, with forces other than those of the Contractor.

If such work takes place on or near the Project Site, the Contractor shall have the following obligations:

- The Contractor shall coordinate Work with other contractors or forces.
- The Contractor shall cooperate in good faith with all other contractors or forces.
- The Contractor shall perform the Work specified in the Contract in a way that will minimize interference and delay for all forces involved.
- The Contractor shall place and dispose of the Materials being used so as not to interfere with the operations of other forces.
- The Contractor shall join the Work with that of other forces in a manner acceptable to the Engineer or the Agency, and shall perform it in the accepted sequence with the work of the other force.

The Engineer will resolve any disagreements under this Subsection that may arise among the Contractor and other work forces, or between the Contractor and the Agency. The Engineer's decision in these matters is final, as provided in 00150.00.

When the schedules for Work of the Contractor and the work of other forces overlap, each contractor involved shall submit a current, realistic progress schedule to the Engineer. Before the Engineer accepts the schedule, each party shall have the opportunity to review all schedules. After this review and any necessary consultations, the Engineer will determine acceptable schedules.

The Contractor waives any right it may have to make claims against the Agency for any damages or claims that may arise because of inconvenience, delay, or loss due solely to the presence of other contractors working on or near the Project Site.

If the Contract gives notice of work to be performed by other forces that may affect the Contractor's Work under the Contract, the Contractor shall include any costs associated with coordination of the Work in the appropriate Pay Item or as a portion of a Pay Item.

In an emergency, the Contractor most immediately able to respond may repair a facility or Utility of another contractor in order to prevent further damage to the facility, Utility, or other Structure as a result of the emergency.

00150.60 Construction Equipment Restrictions:

(a) Load and Speed Restrictions for Construction Vehicles and Equipment - The Contractor shall comply with legal weight and speed restrictions when moving Materials or Equipment beyond the limits of the Project Site.

The Contractor shall control vehicle and Equipment loads and speeds within the Project Site according to the following restrictions, unless the Special Provisions provide otherwise:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases.
- The Contractor shall restrict weights to legal loads, and shall travel at speeds of no more than 45 mph or the posted construction speed, whichever is less, on treated Bases, Pavement, or wearing Courses.
- The Contractor shall not cross Bridges or other Structures with Equipment or vehicles exceeding the legal load limit without prior written permission of the Engineer. The Contractor shall make any such request in writing, describing the loading details and the arrangement, movement, and position of the Equipment on the Structure. The Contractor shall comply with any restrictions or conditions included in the Engineer's written permission.
- The Contractor shall restrict the combined weights of construction vehicles, Equipment, and Materials on Bridges according to Special Provision 00220.45.

(b) Protection of Buried Items - The Contractor shall use temporary fill or other methods to avoid overload of pipes, box culverts, and other items that are covered, or to be covered, by fill or backfill.

(c) Responsibility for Damages - The Contractor shall assume responsibility for damages caused by excessive Equipment speed or loads while performing the Work, both inside and outside the Project Site. The Engineer's permission to cross Bridges and other Structures, according to 00150.60(a), will not relieve the Contractor from responsibility for load-caused damages.

00150.70 Detrimental Operations - The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include, without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (See also 00150.60, 00150.75, and Section 00170.)

When any such damage occurs, the Engineer will determine if it is to be corrected by repair, replacement, or compensatory payment by the Contractor. If compensatory payment is required, the Engineer will determine the amount. Compensatory payment may be deducted from monies due or to become due to the Contractor under the Contract.

00150.75 Protection and Maintenance of Work During Construction - The Contractor shall protect and maintain the Work during construction and until Third Notification has been issued, unless otherwise provided in the Contract. For the purposes of this Subsection, "maintenance" shall include measures to prevent deterioration of Roadway and Structures at the Project Site, and to keep them in good condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient Equipment and workers to achieve such maintenance.

If the Contract requires the placement of a Course upon a previously constructed Course or Subgrade, the Contractor shall maintain the previous Course or Subgrade during all construction operations.

The Contractor shall include costs of protecting and maintaining the Work during construction in the unit prices bid for the various Pay Items. The Contractor will not be paid an additional amount for this Work, unless otherwise specified.

The Engineer will notify the Contractor of the Contractor's noncompliance with this Subsection. If the Contractor fails to remedy unsatisfactory protection or maintenance within 24 hours after receipt of such notice, the Engineer may proceed to remedy the deficiency, and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.80 Removal of Unacceptable and Unauthorized Work - The Contractor shall correct or remove unacceptable Work and remove unauthorized work, as directed by the Engineer in writing. The Contractor shall replace such work with Work and Materials conforming to the requirements of the Contract.

For the purposes of this Subsection, "unauthorized work" shall include without limitation the following:

- Work that extends beyond lines shown on the Plans or otherwise established by the Engineer;
- Work that is contrary to the Engineer's instructions; and
- Work that is conducted without the Engineer's written authorization.

The Agency will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or for unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's sole expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or remove unauthorized work, the Engineer may have the correction, removal or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.90 Final Inspection:

(a) On-site Construction Work - The Engineer will inspect the Project at a time close to the completion of On-Site Work.

When all On-Site Work on the Project is completed, including, but not limited to, Change Order Work and Extra Work, the Engineer will issue Second Notification as specified in 00180.50(g).

Within 15 Calendar Days after the Engineer receives the Contractor's written notification that all punch list items, final trimming and cleanup according to 00140.90 have been completed, the Engineer will review the Project and notify the Contractor that all Work is complete, or will give the Contractor written instruction regarding incomplete or unsatisfactory Work.

(b) All Contract Work - The Engineer will issue the Third Notification when the Contractor has satisfactorily accomplished all of the following:

- The Contractor has completed all On-Site Work required under the Contract, including the punch list items from (a) above;
- The Contractor has removed all Equipment other than that incorporated into the Work; and
- The Contractor has submitted all required certifications, bills, forms, warranties and other documents.

00150.91 Post-Construction Review - The Contractor or the Engineer may request a Post-Construction Review meeting, to be held at a time prior to issuance of Third Notification but not earlier than 45 Calendar Days following the date of Second Notification for a Federal-aid Project and not earlier than 15 Calendar Days following the date of Second Notification for a project that is not a Federal-aid Project. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

00150.95 Final Acceptance - After the Engineer completes Final Inspection of all Work and sends Third Notification to the Contractor, the Agency will acknowledge Final Acceptance. The Agency will notify the Contractor in writing of the date of Final Acceptance within 7 Calendar Days after Final Acceptance, or as soon thereafter as is practicable.

00150.96 Maintenance Warranties and Guarantees - Prior to Third Notification, the Contractor shall transfer to the Agency all unexpired manufacturers' warranties and guarantees for Materials and Equipment installed on the Project. Such warranties and guarantees shall recite that they are enforceable by the Agency.

00150.97 Responsibility for Materials and Workmanship:

(a) The Contractor shall perform the Work according to the terms, conditions, and requirements of the Contract.

(b) Whether before or after the Agency's acceptance of the Work, the Contractor shall be responsible for:

- Correcting or repairing any defects in, or damage to, the Work that results from the use of improper or defective materials or workmanship; or
- Replacing, in its entirety, the Work affected by the use of improper or defective materials or workmanship to the extent provided by law; and
- Correcting or repairing any Work, Materials, Structures, Existing Surfacings, Pavement, Utilities, or sites, including, without limitation, Wetlands, damaged or disturbed in that correction, repair, or replacement. (See 00170.80 to 00170.85.)

(a) Full or partial termination of the Contract under 00180.90 shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

Section 00160 - Source of Materials

00160.00 Definitions - The following definitions apply to Section 00160:

(a) Prospective Source - Agency-furnished Materials source, use of which by the Contractor is optional. The Agency makes no guarantee or representation, by implication or otherwise, of the land use status, quantity, quality, or acceptability of Materials available from it, except as may be stated in the Special Provisions.

(b) Mandatory Source - Agency-furnished Materials source, use of which by the Contractor is required.

(c) Blue Sheets - Prequalified products and submittals for qualification of electrical equipment and materials.

(d) Green Sheets - Conditionally prequalified products and submittals for conditional qualification of controller equipment.

(e) Red Sheets - Statewide list of certification exempt traffic management systems components pursuant to ORS 479.540 and OAR 918-261-0037.

00160.01 Notification of Source of Supply and Materials:

(a) All Materials - The Contractor shall notify the Engineer in writing of all proposed Materials sources of supply, including, without limitation, any steel or other fabricators within the following time frames:

- At least 15 Calendar Days before using or fabricating Materials, if the source is within the State; or
- At least 45 Calendar Days before using or fabricating Materials, if the source is outside the State.

The Contractor shall identify if the material source is a DBE or non-DBE. For DBE Suppliers, the Contractor shall identify an estimated value of the materials to be supplied. For each committed DBE Supplier, the Contractor shall submit a copy of the materials purchase order or supply agreement. For non-committed DBE suppliers, when the estimated value is over $10,000, the Contractor shall submit a copy of the materials purchase order or supply agreement.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal, including DBE firms substituting for DBE firms committed as a condition of Contract Award.

(b) Prospective Source Materials - When given an option to use Prospective Sources of Materials to be incorporated into the Work, the Contractor shall notify the Engineer in writing of the option selected within 15 Calendar Days from date of Notice to Proceed. Otherwise, such Materials sources may become unavailable.

(c) Approval Required - Before allowing production or delivery of Materials to begin from any source, the Contractor must obtain the Engineer's approval. Approval to use any source does not imply that Materials from that source will be accepted. If approved

sources do not provide Materials that meet Specifications, the Materials will be rejected. The Contractor will then be responsible for locating other sources and obtaining the Engineer's approval.

(d) Terms Required - The Contractor shall comply with 00170.07.

00160.05 Qualified Products List (QPL) - The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website (see 00110.05(e)).

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. When the Contract specifies the use of the QPL, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a conditionally qualified product, a product qualified for inclusion in a later edition of the QPL, or other equivalent product that meets the requirements of the QPL, following the Standard Guidelines for Product Review, if the Agency finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

00160.07 Electrical Equipment and Materials - The Blue Sheets and Green Sheets are a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for use as electrical and controller equipment and materials for highway construction. The Blue Sheets and Green Sheets are available on the ODOT Traffic-Standards website (see 00110.05(e)). The most current version of the Blue Sheets and Green Sheets on the date of Advertisement is the version in effect for the Project.

When the Contract specifies the use of the Blue Sheets and Green Sheets, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the Blue Sheets and Green Sheets or other equivalent product that meets the requirements of the Blue Sheets, following the Blue Sheet Qualification/Specification Information, or the Green Sheets, following the Green Sheet Qualification/Specification Information, if the Agency finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to the Specifications or not properly handled or installed at no additional cost to the Agency.

00160.10 Ordering, Producing, and Furnishing Materials - The Contractor shall not place orders for or produce full quantities of Materials anticipated to be required to complete the Work until the Work has advanced to a stage that allows the quantities to be determined with reasonable accuracy. Upon request, the Engineer will notify the Contractor in writing of the quantities required. Quantity estimates by the Engineer before this notification are only approximate.

(a) Contractor's Duties - In purchasing, producing, or delivering Materials, the Contractor shall take into account the following:

- Kind of work involved;
- Amount of work involved;
- Time required to obtain Materials; and
- Other relevant factors.

(b) Approval of Quantity of Materials Ordered - Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. Therefore, the Contractor is cautioned to order or produce Materials only after having received the approval of the Engineer. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites without advance authorization from the Engineer. Unless otherwise specified in the Contract, the Agency will not be responsible for:

- Materials the Contractor may deliver or produce in excess of Contract requirements;
- Extra expense the Contractor may incur because Materials were not ordered or produced earlier; or
- The Contractor's expenses related to Materials ordered by the Contractor that are not subsequently approved for use.

Excess Materials ordered or produced by the Contractor without approval of the Engineer may be purchased by the Agency at the sole discretion of the Agency. (See 00195.80.)

00160.20 Preferences for Materials:

(a) Buy America - For Federal-aid Projects that include $500,000 or more of federal highway funds, the Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including, without limitation, the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1%) of the Contract Amount or $2,500, whichever is greater. Buy America requirements apply to any steel or iron component of a manufactured product regardless of the overall composition of the manufactured product (e.g., Buy America applies to the steel wire mesh or steel reinforcing components of a precast reinforced concrete pipe). The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

Manufacturing processes include without limitation the casting of ingots and the application of coatings to finished iron or steel products or components. Coatings include

epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any iron or steel products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

The Contractor shall include this provision in all subcontracts.

(b) Buy Oregon - According to ORS 279A.120, the Contractor shall give preference to goods or services produced in Oregon if price, fitness, availability, and quality are equal. This provision does not apply to contracts financed wholly or in part by federal funds.

(c) Recycled Materials - According to ORS 279A.010, ORS 279A.125, ORS 279A.145, ORS 279A.150, and ORS 279A.155, and subject to the approval of the Engineer, the Contractor shall use recycled products to the maximum extent economically feasible.

(d) Build America Buy America Act Requirements - For Federal-aid Projects, the Contractor shall comply with the Build America Buy America Act and implementing regulations (Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, Sections 70901-70941).

The Build America Buy America Act requirements apply to construction materials permanently incorporated in the Project. All construction materials permanently incorporated in the Project must be produced in the United States.

Construction materials include an article, Material, or supply that is or consists primarily of only one of the following, with the standard for the material to be considered ‘‘produced in the United States’’:

- **Non-ferrous metals** - All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- **Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)** - All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- **Glass (including optic glass)** - All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- **Fiber optic cable (including drop cable)** - All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the

standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

- **Optical fiber** - All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- **Lumber** - All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- **Drywall** - All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- **Engineered wood** - All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

The classification of an article, material, or supply as construction material is based on its status at the time it is brought to the work site for incorporation in the Project. In general, the work site is the location of the Project at which the construction materials will be incorporated.

Manufactured products assembled outside the Project Site are not subject to the Build America Buy America requirements. Manufactured products means articles, materials, or supplies that have been:

- Processed into a specific form and shape; or
- Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

The USDOT issued a Public Interest Waiver for De Minimis Costs and Small Grants. The final waiver can be viewed here:
https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants
and this waiver applies to Materials covered by the Build America Buy America Act.

The public interest waiver is for manufactured products and construction materials for which:

- The total value of the non-compliant products (foreign or unknown origin) is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project*; or
- The total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000.

*The “total value of the non-compliant products” includes construction materials only. The “total applicable costs” includes construction materials, iron and steel, and manufactured products. The value of materials are the actual cost of the materials, not the anticipated cost of materials. Furthermore, this bullet does not apply to iron and steel subject to the requirements of 23 U.S.C. 313. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for steel and iron. (See 00160.20(a).)

Strict compliance with the Build America, Buy America domestic preferences is required, except to the extent the above public interest waiver applies. The Contractor shall not

incorporate construction materials in excess of this amount into the Project. All foreign origin construction Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic construction Materials at the Contractor's expense.
The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any applicable construction materials into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the products and Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all applicable construction materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

Iron and steel Materials and manufactured products that are predominantly iron or steel are subject to 00160.20(a).

The Contractor shall include this provision in all subcontracts.

00160.21 Cargo Preference Act Requirements - For Federal-aid Projects, the Contractor shall comply with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including, but not limited to, the clauses in 46 CFR 381.7(a) and (b), which are incorporated by reference. The Contractor shall also include this provision in all subcontracts.

00160.30 Agency-Furnished Materials - Unless otherwise specified in the Special Provisions, Materials listed as Agency-furnished will be available to the Contractor free of charge.

The Contractor shall be responsible for all Materials furnished by the Agency and shall pay all demurrage and storage charges. The Contractor shall replace at its expense Agency-furnished Materials lost or damaged due to any cause.

The locations at which Agency-furnished Materials are available will be specified in the Special Provisions. If the locations are not listed in the Special Provisions, the Agency-furnished Materials will be furnished to the Contractor at the Project Site. In either case, all costs of handling, hauling, unloading, and placing Agency-furnished Material shall be considered included in the price paid for the Pay Item involving such Material.

All Agency-furnished Materials not incorporated into the Work remain the property of the Agency. The Contractor shall deliver such Materials as directed by the Engineer.

00160.40 Agency-Furnished Sources - The Agency may list in the Special Provisions, or show on the Plans, Borrow pits or Aggregate sources from which the Contractor may, or shall, obtain Materials. These sources will be identified and referred to as Prospective or Mandatory Sources. A development plan will be included in Section 00235 of the Special Provisions when such sources are shown on the Plans.

(a) Working in a Different Area of the Materials Source - If the Contractor desires to work in a different area of the Materials source than that shown on the development plan, the Contractor must submit a written request stating the reasons for the requested change.

If a new land use permit, development plan, or reclamation plan is needed, the Contractor must submit it and obtain approval from the Engineer before starting work in any area other than that shown on the Plans. Approval for work in a different area will not entitle the Contractor to any added compensation or adjustment of Contract Time.

The Agency will not be responsible for the availability of sources other than as stated in the Special Provisions. If the Contractor has given notice of intent to use, but does not use the source(s) on the Project, the Contractor shall reimburse the Agency for any costs the Agency incurs in making such source(s) available.

(b) Cost of Sources - Unless otherwise specified in the Special Provisions, any Prospective or Mandatory Source will be provided by the Agency for use without payment of royalty or other charge. (See 00160.50.)

(c) Exhaustion of Sources - If the Engineer determines that the quantities of specified Materials that can be produced from a Mandatory Source are insufficient for the Work, and it becomes necessary to move to another source, the Agency will pay for the reasonable cost of moving the plant to, and erecting it at, a new approved source from which specified Materials can be produced. Adjustment in hauling costs, other costs, and Contract Time will be determined as provided in 00140.30.

No allowance, reimbursement, compensation, or adjustment will be made for changes in the use of sources, or for moving from one source to another, except as provided above.

00160.50 Agency-Controlled Land; Limitations and Requirements:

(a) General - The Contractor shall have no property rights in, or right of occupancy on, Agency-Controlled Land. Nor shall the Contractor have the right to sell, use, remove, or otherwise dispose of any material from Agency-Controlled Land, areas, or property, except as specified or by the written authorization of the Engineer.

Unless authorized in the Contract, the Contractor shall not disturb any material within Rights-of-Way without written authorization from the Engineer.

Unless otherwise specified in the Contract, the ownership of all materials originating on Agency-Controlled Lands will at all times vest in, and remain within the control of, the Agency.

(b) Waste, Excess, and By-Product Materials - All waste, excess, and by-product materials, collectively referred to in this Subsection as "By-Products", from the manufacture or production of Aggregate Materials from Agency-Controlled Lands shall remain Agency property. Unless otherwise ordered by the Engineer in writing, By-Products shall be placed as required by the development plan:

- In stockpiles at designated locations;
- At locations and in shapes that are readily accessible; and
- In such a manner as to avoid fouling areas containing useable materials, or interfering with future plant setups to use materials from the property.

The Agency will not compensate the Contractor for handling and stockpiling By-Products according to the development plan requirements. If by written order the Engineer directs the Contractor to stockpile or place designated By-Products at alternate sites, the By-Products designated shall be loaded, hauled, and placed as directed, and this work will be paid for according to 00195.20.

00160.60 Contractor-Furnished Materials and Sources:

(a) General - The Contractor shall furnish, at its own expense, all products and Materials required for the Project from sources of its own choosing, unless such sources have been specified in the Special Provisions or Plans as Prospective or Mandatory Sources.

(b) Acquisition of Sources - The Contractor shall acquire, at its own expense, the rights of access to, and the use of, all sources the Contractor chooses that are not Agency-controlled and made available by the Agency to the Contractor.

(c) Additional Requirements - Except for continuously-operated commercial sources, Work shall not begin, nor will any Materials be accepted by the Engineer, until the Contractor has:

(1) Given to the Engineer a copy of permits from, or proof that permits are not required from:

- The Department of Geology and Mineral Industries, as required under ORS 517.790;
- The Department of State Lands, as required under ORS 196.815 (when removing material from the bed or banks of any waters or from any Wetland); and
- Local governmental authorities having jurisdiction over land use at the source location.

(2) Furnished to the Engineer written approval of the property owner, if other than the Contractor, for the Contractor's proposed plans of operation in, and reclamation of, the source.

00160.70 Requirements for Plant Operations - Before operating mixing plants, Rock crushers, or other Equipment, the Contractor shall provide the Engineer copies of all applicable discharge permits for noise, air contaminants, and water pollutants from DEQ or applicable local jurisdictions, or a letter from DEQ or the local jurisdiction stating that no permits are required for the use of the Equipment and sites.

00160.80 Requirements for Sources of Borrow and Aggregate - The Contractor shall conduct operations according to all applicable federal, State, and local laws (including, without limitation, ORS Chapter 517 and OAR 632-030) when developing, using, and reclaiming all sources of Borrow Material and Aggregate. The Contractor shall provide erosion control at Borrow sources that are not within the Project Site. The Contractor shall not operate in Wetlands except as allowed by permit. The Contractor shall comply with all requirements for pollution and sediment control, including, without limitation, the National Pollutant Discharge Elimination System where applicable.

Except for continuously-operated commercial sources, the Contractor shall also conform to the following:

(a) If a natural growth of trees or shrubs is present, preserve a border of such to conceal land scars.

(b) Excavate Borrow sources and Aggregate sources, except for those in streams and rivers, to provide:

- Reasonably uniform depths and widths;
- Natural drainage so no water stands or collects in excavated areas, when practicable;
- Slopes trimmed to blend with the adjacent terrain upon completion of operations;
- Slopes covered with native Soil, or acceptable plant rejects to support plant growth, if required by Specifications, Plans, or permits; and
- A vegetative cover that blends with the adjacent natural growth.

(c) Excavate in quarries so that:

- Faces will not be steeper than vertical (no overhang);
- Vertical faces conform to Oregon OSHA standards, Division 3, and as shown on an approved development plan;
- Floors or benches are excavated to a uniform Slope free of depressions and will drain and not interfere with the downland owner's property; and
- Upon completion, the quarry is left appearing neat and compatible with surrounding terrain.

(d) Obliterate haul roads specifically built for access to sources, and restore the areas disturbed by these roads as nearly as practicable to the conditions that existed before the roads were built, unless otherwise directed by the landowner or regulatory body.

Section 00165 - Quality of Materials

Description

00165.00 General - The Contractor shall incorporate into the Work only Materials conforming to the Specifications and approved by the Engineer. The Contractor shall incorporate into the Work only manufactured products made of new materials unless otherwise specified in the Contract. The Agency may require additional testing or retesting to determine whether the Materials or manufactured products meet Specifications.

Materials or manufactured products not meeting the Specifications at the time they are to be used are unacceptable and must be removed immediately from the Project Site, unless otherwise directed by the Engineer.

00165.01 Rejected Materials - The Engineer may reject any Materials that appear to be defective (see 00150.25) or that contain asbestos. The Contractor shall not incorporate any rejected Materials into the Work. Rejected Materials whose defects have been corrected may not be incorporated into the Work until the Engineer has approved their use. The Engineer may order the removal and replacement by the Contractor, at the Contractor's expense, of any defective Materials. (See also 00150.20.)

00165.02 Materials Conformance and Quality Compliance Documents - For purposes of this Section, "Materials Conformance Documents" means the Contractor's quality control, the Agency's verification, and the independent assurance test results, and the identity of the testing facility, as specified in the ODOT Manual of Field Test Procedures (MFTP), section 2, Quality Assurance Program, unless otherwise specified in the Contract.

For purposes of this Section, "Quality Compliance Documents" means those documents specified in ODOT's Nonfield-Tested Materials Acceptance Guide, unless otherwise specified in the Contract.

00165.03 Testing by Agency - When testing Materials, the Agency will have tests conducted in laboratories designated by the Engineer, even though certain AASHTO, ASTM, and other materials specifications may require testing at the place of manufacture. Results of the Agency's tests will be made available to the Contractor.

00165.04 Costs of Testing - When the Contract requires that the Agency perform the testing, the testing will be at the Agency's expense. The Agency will pay the cost of Contractor-requested source-review tests on unprocessed Aggregates from no more than two sources for each Project, and on no more than three unprocessed samples from each source. Additional source-review tests performed at the Contractor's request shall be at the Contractor's expense.

Unless otherwise provided in the Contract, all testing required to be performed by the Contractor will be at the Contractor's expense.

Provisions and Requirements

00165.10 Materials Acceptance Guides - Unless otherwise specified elsewhere in the Contract, Materials will be accepted according to the following guides:

(a) Field-Tested Materials - Field-tested Materials will be accepted according to the MFTP. The MFTP is published once per year and is available from the ODOT Construction Section; 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. The MFTP is also available on the ODOT Construction Section website (see 00110.05(e)). The most current version of the MFTP on the date of Advertisement is the version in effect for the Project.

(b) Nonfield-Tested Materials - Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section website (see 00110.05(e)). The most current version of the NTMAG on the date of Advertisement is the version in effect for the Project.

00165.20 Materials Specifications and Test Method References - References to materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by the agency or organization on the date of Advertisement.

If there are conflicting references, or if no reference is made to materials specifications, sampling and testing frequencies, or test method, the Engineer will resolve any discrepancies between these documents in the following orders of precedence:

Field-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT Laboratory Manual of Test Procedures;
- MFTP; and
- Standard Specifications.

Nonfield-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT Laboratory Manual of Test Procedures; and
- Standard Specifications.

Material test methods:

- ODOT;
- WAQTC;
- AASHTO;
- ASTM;
- Other recognized national organizations, such as ANSI, AWPA, IMSA, ISSA, and UL; and
- Industry standards in the location where the Work is being performed.

Sampling and testing frequencies:

- Contract Change Orders;
- Special Provisions;
- MFTP; and
- Standard Specifications.

If the Contractor identifies conflicting references or if no reference is made, the Contractor shall immediately request a clarification from the Engineer.

00165.30 Field-Tested Materials:

(a) Contractor's Duties - The Contractor shall:

- Furnish Materials of the quality specified in the Contract;
- Provide and administer a quality control program as described in the Quality Assurance Program portion of the MFTP. Upon request, the Contractor shall provide to the Engineer the names, telephone numbers, and copies of certifications for all personnel performing field testing; and
- Perform other testing as required by the Contract.

(b) Types of Tests - The types of tests and testing methods generally required by the Agency are described in the MFTP.

(c) Acceptance of Field-Tested Materials - The Contractor's test results for field-tested Materials will be verified by the Agency according to the Quality Assurance Program in the MFTP. If the Agency's QA test results verify the Contractor's results, the Materials will be analyzed for acceptance according to one of the following methods before the Engineer will accept them for incorporation into the Work:

- Statistically, according to 00165.40, to determine "Pay Factors" for produced Aggregate;
- Statistically, according to 00165.40, to determine "Composite Pay Factors" for mixtures; or
- Other methods determined by the Engineer.

If the Agency's QA verification test results do not verify the Contractor's test results, the Agency may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional testing or provide samples to the Agency for testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications, the Agency will pay the cost for the additional testing.

00165.35 Nonfield-Tested Materials - The Contractor shall furnish Materials meeting Specifications, along with all Materials Conformance and Quality Compliance Documents.

Materials will be subject to acceptance testing if the Engineer so elects. The Engineer may reject damaged or non-specification materials regardless of the Materials Conformance Documents furnished.

(a) Test Results Certificate - The certificate shall:

- Be from the manufacturer, verifying that the Material furnished has been sampled and tested and the test results meet the Specifications.
- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).
- Identify the testing agency and the representative responsible for the test results.
- Permit positive determination that Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Engineer with the shipment of the material.

(b) Quality Compliance Certificate - The certificate shall be from the manufacturer and shall:

- Verify that the Material meets the Specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other).
- Permit positive determination that Material delivered to the Project is the same Material covered by the certificate.
- Be delivered to the Engineer with the shipment of the Material, or be an identification plate or mark, decal, sticker, label, or tag attached to the container or Material.

(c) Equipment List and Drawings - These consist of lists of proposed Equipment and Materials, such as:

- Shop drawings
- Material lists
- Equipment lists
- Catalog description sheets
- Manufacturer's brochures

Submit these lists to the Engineer for review of conformance with the Specifications.

(d) Certificate of Origin of Steel Materials - When a certificate of material origin for steel or iron Materials is specified, complete ODOT Form 734-2126 as required by 00160.20(a) for Federal-aid projects.

(e) Certificate of Origin of Construction Materials - When a certificate of material origin for construction materials is specified, complete ODOT Form 734-5378 as required by 00160.20(d) for Federal-aid projects.

00165.40 Statistical Analysis - When 00165.30(c) or 00165.50 applies, the Contractor shall divide the Materials into lots and sublots, randomly sample and test them as required, and analyze the results statistically to determine whether the Materials conform to the Specifications.

All acceptance test results of lots and sublots will be analyzed collectively using the Quality Level Analysis procedure set out in this Subsection. This procedure shall not be used for a lot with less than three sublots. Sampling of Material for a lot that contains two or fewer sublots shall be increased to obtain at least three sublots. The Engineer has discretion to either accept or reject lots originating with two or fewer sublots, even after sampling is increased.

(a) Lot - A lot is the quantity of Materials produced by a single process or JMF that is sampled, tested, and statistically evaluated, as specified in this Subsection.

(b) Sublot - A sublot is a portion of a lot, for which a sample test value may be normally obtained.

(c) Quality Level Analysis - Quality Level Analysis is a statistical procedure to determine, for each lot:

- The percentage of each constituent of the Materials meeting Specifications;
- The Pay Factor for each constituent; and
- The Composite Pay Factor, when specified.

(c) Pay Factor and Composite Pay Factor Computation - Procedures for determining the percent meeting Specifications, Pay Factors, and Composite Pay Factor for a lot of Materials are as follows:

(1) Compute lot arithmetic mean ($\overline{X}$) for each constituent:

$$\overline{X} = \frac{\sum X}{n}$$

Where ΣX = summation of sample test values
n = total number of samples

(2) Compute standard deviation (sd) for each constituent:

$$sd = \sqrt{\frac{\sum X^2 - n\overline{X}^2}{n-1}}$$

Where ΣX^2 = summation of the squares of each sample test value
$\overline{X}^2$ = square of the lot arithmetic mean

(3) Compute the upper quality index (Q_U) for each constituent:

$$Q_U = \frac{USL - \overline{X}}{sd}$$

Where USL (upper specification limit) is the target value plus allowable tolerance

(4) Compute the lower quality index (Q_L) for each constituent:

$$Q_L = \frac{\bar{X} - LSL}{sd}$$

Where LSL (lower specification limit) is the target value minus allowable tolerance

(5) From Table 00165-1, for each constituent, determine the percent within the upper specification limit (P_U) which corresponds to a given Q_U. If USL is 100% or is not specified, P_U will be 100.

(6) From Table 00165-1, for each constituent, determine the percent within the lower specification limit (P_L) which corresponds to a given Q_L. If LSL is 0 or not specified, P_L will be 100.

(7) Compute the quality level, or total percent within Specification limits (P_T), for each constituent:

$$P_T = (P_U + P_L) - 100$$

(8) Using the P_T from Step 7, determine the Pay Factor (PF) from Table 00165-2 for each constituent tested. A minimum PF of 1.00 will be used when all sublot test values are within the upper and lower Specification limits, regardless of the calculated PF.

(9) Compute the Weighted Pay Factor (WPF) for each constituent:

$$WPF = (PF) \times (f_i)$$

Where f_i = weighting factor listed in the Specifications for each constituent tested.

(10) Compute the Composite Pay Factor (CPF) for the lot and report the results to three decimal places.

$$CPF = \frac{\sum WPF}{\sum f_i}$$

Where $\sum WPF$ = sum of the weighted pay factors for each constituent

$\sum f_i$ = sum of the weighting factors listed in the Specifications

Table 00165-1

QUALITY LEVEL ANALYSIS BY THE STANDARD DEVIATION METHOD								
P_U or P_L PERCENT WITHIN LIMITS FOR POSITIVE VALUES OF Q_U or Q_L	UPPER QUALITY INDEX Q_U OR LOWER QUALITY INDEX Q_L							
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9	n = 10 to n = 11
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53	2.65
99	-	1.47	1.67	1.80	1.89	1.95	2.00	2.04
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84	1.86
97	-	1.41	1.54	1.62	1.67	1.70	1.72	1.74
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63	1.65
95	-	1.35	1.44	1.49	1.52	1.54	1.55	1.56
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48	1.49
93	-	1.29	1.35	1.38	1.40	1.41	1.42	1.43
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36	1.37
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31	1.31
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26	1.26
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21	1.21
88	1.07	1.14	1.15	1.16	1.16	1.16	1.16	1.17
87	1.06	1.11	1.12	1.12	1.12	1.12	1.12	1.12
86	1.04	1.08	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.04	1.04	1.04	1.04	1.04
84	1.01	1.02	1.01	1.01	1.00	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96	0.96
82	0.97	0.96	0.95	0.94	0.93	0.93	0.93	0.92
81	0.96	0.93	0.91	0.90	0.90	0.89	0.89	0.89
80	0.93	0.90	0.88	0.87	0.86	0.86	0.86	0.85
79	0.91	0.87	0.85	0.84	0.83	0.82	0.82	0.82
78	0.89	0.84	0.82	0.80	0.80	0.79	0.79	0.79
77	0.87	0.81	0.78	0.77	0.76	0.76	0.76	0.75
76	0.84	0.78	0.75	0.74	0.73	0.73	0.72	0.72
75	0.82	0.75	0.72	0.71	0.70	0.70	0.69	0.69
74	0.79	0.72	0.69	0.68	0.67	0.66	0.66	0.66
73	0.76	0.69	0.66	0.65	0.64	0.63	0.63	0.62
72	0.74	0.66	0.63	0.62	0.61	0.60	0.60	0.59
71	0.71	0.63	0.60	0.59	0.58	0.57	0.57	0.57
70	0.68	0.60	0.57	0.56	0.55	0.55	0.54	0.54
69	0.65	0.57	0.54	0.53	0.52	0.52	0.51	0.51
68	0.62	0.54	0.51	0.50	0.49	0.49	0.48	0.48
67	0.59	0.51	0.47	0.47	0.46	0.46	0.46	0.45
66	0.56	0.48	0.45	0.44	0.44	0.43	0.43	0.43
65	0.52	0.45	0.43	0.41	0.41	0.40	0.40	0.40
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37	0.37
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35	0.34
62	0.43	0.36	0.34	0.33	0.32	0.32	0.32	0.32
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29	0.29
60	0.36	0.30	0.28	0.27	0.27	0.27	0.26	0.26
59	0.32	0.27	0.25	0.25	0.25	0.24	0.24	0.24
58	0.29	0.24	0.23	0.22	0.21	0.21	0.21	0.21
57	0.25	0.21	0.20	0.19	0.19	0.19	0.18	0.18
56	0.22	0.18	0.17	0.16	0.16	0.16	0.16	0.16
55	0.18	0.15	0.14	0.14	0.13	0.13	0.13	0.13
54	0.14	0.12	0.11	0.11	0.11	0.11	0.10	0.10
53	0.11	0.09	0.08	0.08	0.08	0.08	0.08	0.08
52	0.07	0.06	0.06	0.05	0.05	0.05	0.05	0.05
51	0.04	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTE: For negative values of Q_U or Q_L, P_U or P_L is equal to 100 minus the table value for P_U or P_L. If the value of Q_U or Q_L does not correspond exactly to a figure in the table, use the next higher figure.

Table 00165-1

QUALITY LEVEL ANALYSIS BY THE STANDARD DEVIATION METHOD							
P_U or P_L PERCENT WITHIN LIMITS FOR POSITIVE VALUES OF Q_U OR Q_L	UPPER QUALITY INDEX Q_U OR LOWER QUALITY INDEX Q_L						
	n = 12 to n = 14	n = 15 to n = 18	n = 19 to n = 25	n = 26 to n = 37	n = 38 to n = 69	n = 70 to n = 200	n = 201 to n = ∞
100	2.83	3.03	3.20	3.38	3.54	3.70	3.83
99	2.09	2.14	2.18	2.22	2.26	2.29	2.31
98	1.91	1.93	1.96	1.99	2.01	2.03	2.05
97	1.77	1.79	1.81	1.83	1.85	1.86	1.87
96	1.67	1.68	1.70	1.71	1.73	1.74	1.75
95	1.58	1.59	1.61	1.62	1.63	1.63	1.64
94	1.50	1.51	1.52	1.53	1.54	1.55	1.55
93	1.44	1.44	1.45	1.46	1.46	1.47	1.47
92	1.37	1.38	1.39	1.39	1.40	1.40	1.40
91	1.32	1.32	1.33	1.33	1.33	1.34	1.34
90	1.26	1.27	1.27	1.27	1.28	1.28	1.28
89	1.21	1.22	1.22	1.22	1.22	1.22	1.23
88	1.17	1.17	1.17	1.17	1.17	1.17	1.17
87	1.12	1.12	1.12	1.12	1.12	1.13	1.13
86	1.08	1.08	1.08	1.08	1.08	1.08	1.08
85	1.04	1.04	1.04	1.04	1.04	1.04	1.04
84	1.00	1.00	1.00	1.00	0.99	0.99	0.99
83	0.96	0.96	0.96	0.96	0.95	0.95	0.95
82	0.92	0.92	0.92	0.92	0.92	0.92	0.92
81	0.88	0.88	0.88	0.88	0.88	0.88	0.88
80	0.85	0.85	0.85	0.84	0.84	0.84	0.84
79	0.81	0.81	0.81	0.81	0.81	0.81	0.81
78	0.78	0.78	0.78	0.78	0.77	0.77	0.77
77	0.75	0.75	0.75	0.74	0.74	0.74	0.74
76	0.71	0.71	0.71	0.71	0.71	0.71	0.71
75	0.68	0.68	0.68	0.68	0.68	0.68	0.67
74	0.65	0.65	0.65	0.65	0.65	0.64	0.64
73	0.62	0.62	0.62	0.62	0.62	0.61	0.61
72	0.59	0.59	0.59	0.59	0.59	0.58	0.58
71	0.56	0.56	0.56	0.56	0.56	0.55	0.55
70	0.53	0.53	0.53	0.53	0.53	0.53	0.52
69	0.50	0.50	0.50	0.50	0.50	0.50	0.50
68	0.48	0.48	0.47	0.47	0.47	0.47	0.47
67	0.45	0.45	0.45	0.44	0.44	0.44	0.44
66	0.42	0.42	0.42	0.42	0.41	0.41	0.41
65	0.39	0.39	0.39	0.39	0.39	0.39	0.39
64	0.37	0.37	0.36	0.36	0.36	0.36	0.36
63	0.34	0.34	0.34	0.34	0.33	0.33	0.33
62	0.31	0.31	0.31	0.31	0.31	0.31	0.31
61	0.29	0.29	0.28	0.28	0.28	0.28	0.28
60	0.26	0.26	0.26	0.26	0.26	0.25	0.25
59	0.23	0.23	0.23	0.23	0.23	0.23	0.23
58	0.21	0.21	0.20	0.20	0.20	0.20	0.20
57	0.18	0.18	0.18	0.18	0.18	0.18	0.18
56	0.15	0.15	0.15	0.15	0.15	0.15	0.15
55	0.13	0.13	0.13	0.13	0.13	0.13	0.13
54	0.10	0.10	0.10	0.10	0.10	0.10	0.10
53	0.08	0.08	0.08	0.08	0.08	0.08	0.08
52	0.05	0.05	0.05	0.05	0.05	0.05	0.05
51	0.03	0.03	0.03	0.03	0.03	0.03	0.02
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTE: For negative values of Q_U or Q_L, P_U or P_L is equal to 100 minus the table value for P_U or P_L. If the value of Q_U or Q_L does not correspond exactly to a figure in the table, use the next higher figure.

Table 00165-2

	REQUIRED QUALITY LEVEL FOR A GIVEN SAMPLE SIZE (n) AND A GIVEN PAY FACTOR							
PAY FACTOR	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9	n = 10 to n = 11
1.05	100	100	100	100	100	100	100	100
1.04	90	91	92	93	93	93	94	94
1.03	80	85	87	88	89	90	91	91
1.02	75	80	83	85	86	87	88	88
1.01	71	77	80	82	84	85	85	86
1.00	68	74	78	80	81	82	83	84
0.99	66	72	75	77	79	80	81	82
0.98	64	70	73	75	77	78	79	80
0.97	62	68	71	74	75	77	78	78
0.96	60	66	69	72	73	75	76	77
0.95	59	64	68	70	72	73	74	75
0.94	57	63	66	68	70	72	73	74
0.93	56	61	65	67	69	70	71	72
0.92	55	60	63	65	67	69	70	71
0.91	53	58	62	64	66	67	68	69
0.90	52	57	60	63	64	66	67	68
0.89	51	55	59	61	63	64	66	67
0.88	50	54	57	60	62	63	64	65
0.87	48	53	56	58	60	62	63	64
0.86	47	51	55	57	59	60	62	63
0.85	46	50	53	56	58	59	60	61
0.84	45	49	52	55	56	58	59	60
0.83	44	48	51	53	55	57	58	59
0.82	42	46	50	52	54	55	57	58
0.81	41	45	48	51	53	54	56	57
0.80	40	44	47	50	52	53	54	55
0.79	38	43	46	48	50	52	53	54
0.78	37	41	45	47	49	51	52	53
0.77	36	40	43	46	48	50	51	52
0.76	34	39	42	45	47	48	50	51
0.75	33	38	41	44	46	47	49	50
REJECT	QUALITY LEVELS LESS THAN THOSE SPECIFIED FOR A 0.75							

NOTE: If the computed QUALITY LEVEL does not correspond exactly to a figure in the table, use the next lower value.

Table 00165-2

	REQUIRED QUALITY LEVEL FOR A GIVEN SAMPLE SIZE (n) AND A GIVEN PAY FACTOR						
PAY FACTOR	n = 12 to n = 14	n = 15 to n = 18	n = 19 to n = 25	n = 26 to n = 37	n = 38 to n = 69	n = 70 to n = 200	n = 201 to n = ∞
1.05	100	100	100	100	100	100	100
1.04	95	95	96	96	97	97	99
1.03	92	93	93	94	95	95	97
1.02	89	90	91	92	93	94	95
1.01	87	88	89	90	91	93	94
1.00	85	86	87	89	90	91	93
0.99	83	85	86	87	88	90	92
0.98	81	83	84	85	87	88	90
0.97	80	81	83	84	85	87	89
0.96	78	80	81	83	84	86	88
0.95	77	78	80	81	83	85	87
0.94	75	77	78	80	81	83	86
0.93	74	75	77	78	80	82	84
0.92	72	74	75	77	79	81	83
0.91	71	73	74	76	78	80	82
0.90	70	71	73	75	76	79	81
0.89	68	70	72	73	75	77	80
0.88	67	69	70	72	74	76	79
0.87	66	67	69	71	73	75	78
0.86	64	66	68	70	72	74	77
0.85	63	65	67	69	71	73	76
0.84	62	64	65	67	69	72	75
0.83	61	63	64	66	68	71	74
0.82	60	61	63	65	67	70	72
0.81	58	60	62	64	66	69	71
0.80	57	59	61	63	65	67	70
0.79	56	58	60	62	64	66	69
0.78	55	57	59	61	63	65	68
0.77	52	56	57	60	62	64	67
0.76	51	55	56	58	61	63	66
0.75	51	53	55	57	59	62	65
REJECT	QUALITY LEVELS LESS THAN THOSE SPECIFIED FOR A 0.75						

NOTE: If the computed QUALITY LEVEL does not correspond exactly to a figure in the table, use the next lower value.

00165.50 Statistical Acceptance Sampling and Testing - The Contractor shall sample and test Materials for acceptance, as required by the Contract. The Contractor may statistically evaluate test results for purposes of quality control or to predict a Pay Factor or Composite Pay Factor. The following apply:

(a) Statistical Acceptance - The Engineer will perform statistical analysis according to 00165.40 for acceptance and to determine a Pay Factor (PF) or Composite Pay Factor (CPF). The Engineer's determination of the PF or CPF shall be controlling.

(b) Pay Adjustments - As an incentive to produce quality Materials, the Engineer's acceptance will be based upon the following:

(1) Specification Materials - For Materials accepted by a PF, when all constituents of a Material have a PF of 1.00 or greater, that Material will be considered specification Materials. For Materials accepted by a CPF, all Materials with a CPF of 1.0000 or greater will be considered specification Materials. Materials with a CPF greater than 1.0000, when specified, may earn a CPF adjustment of greater than 1.0000, up to a maximum of 1.0500.

(2) Non-specification Materials - For Materials accepted by a PF, when any constituent of a Material has a PF of less than 1.00, that Material will be considered non-specification Material. For Materials accepted by a CPF, all Materials with a CPF less than 1.0000 will be considered non-specification Materials. A lot containing non-specification Materials will be evaluated as described in 00165.50(c).

(c) Non-specification Materials:

(1) Isolation of a Partial Sublot - The Engineer may isolate from a sublot or adjoining sublots any Material that the Contractor's test results show to be non-specification. The Contractor shall perform additional testing or provide samples to the Agency as directed. The Engineer will accept or reject the Material according to 00150.25.

(2) Isolation of an Entire Sublot - The Engineer may isolate a sublot or a series of sublots in which the Contractor's test results show the Material to be non-specification. The Contractor shall perform additional testing or provide samples to the Agency as directed. The isolated Material will be evaluated as a separate lot. The Engineer will accept or reject the Material according to 00150.25.

(3) A Lot-in-Progress - The Contractor shall shut down production when any of the following occurs:

- The CPF for a lot-in-progress drops below 1.0000, and the Contractor is taking no corrective action;
- The CPF is less than 0.7500; or
- Any constituent test is continually out of Specification limits, regardless of whether or not the CPF is below 0.7500.

The Contractor shall not resume production until the Engineer has determined that Specification Materials can be produced, and has given approval to resume.

(4) An Entire Lot - The Engineer may reject an entire lot of Materials with a CPF between 0.7500 and 1.0000, or may take action according to 00150.25.

For a lot of Material with a CPF below 0.7500, the Engineer will take one or more of the following actions:

a. Remain in Place - Allow Materials to remain in place with an appropriate price reduction that may range from 25% to 100% (no payment);

b. Corrective Work - Require corrective work, at the Contractor's expense, with an appropriate price reduction that may range from zero (full payment) to 100% (no payment); or

c. Remove and Replace - Require complete removal and replacement with Specification Materials. No payment will be made for the rejected Materials, the cost of removal, or for the costs of sampling and testing.

00165.70 Use of Materials without Acceptable Materials Conformance Documents:

(a) General - The Contractor shall not incorporate Materials into the Project prior to submittal of Materials Conformance Documents acceptable to the Engineer. The Engineer may waive this requirement temporarily if Materials are necessary for immediate traffic safety.

(b) Materials Incorporated for Immediate Traffic Safety - If Materials are incorporated into the Project for immediate traffic safety before acceptable Materials Conformance Documents are available, no payment will be made for the value of the Materials, or the costs of incorporating them, until Materials Conformance Documents have been submitted to and approved by the Engineer, or the Materials are otherwise found through testing to comply with Specifications.

(c) Contractor's Request for Testing Assistance - If acceptable Materials Conformance Documents are not available, the Contractor may either have the necessary tests performed at a private laboratory or request in writing that the Engineer:

- Determine if the Agency or its agents can sample and test;
- Estimate the cost to the Contractor for the testing service; and
- Estimate the time required to obtain the test results.

The Engineer will provide this information to the Contractor in writing. If the Contractor requests the Engineer, in writing, to proceed, the Engineer will arrange for the sampling and testing, at the Contractor's expense. If these tests determine the Material complies with the Specifications, the Materials may be incorporated into the Project, or for Materials previously incorporated according to (b) above, payment will be authorized.

00165.75 Storage and Handling of Materials - The Contractor shall store and handle Materials so as to preserve their quality and fitness for incorporation into the Work. The Contractor shall restore all storage sites to their original condition according to 00140.90, or to comply with any applicable permits, orders, or agreements, at the Contractor's expense.

Stored Materials:

- Shall be readily accessible for inspection;
- May be stored on approved parts of the Right-of-Way; and
- May be stored on private property if written permission of the owner or lessor is obtained.

Measurement

00165.80 Measurement - No separate measurement will be made of Work performed under this Section.

Payment

00165.90 Incidental Basis - No separate or additional payment will be made for sampling, testing, certification, or other associated Work performed under this Section, whether performed by the Contractor, manufacturer, producer or Supplier. No payment will be made for providing quality control personnel.

00165.91 Fabrication Inspection Expense - Fabrication of certain items outside of the State creates additional shop and plant inspection expense to the Agency. It is impractical, and extremely difficult, to determine the actual additional expenses incurred. Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

Zone	Place of Fabrication	Reduction in Payment
1	All of State of Oregon, and those portions of adjacent states within 50 airline miles of the Oregon border	$0
2	Outside of Zone 1, and up to 300 airline miles from the Oregon border	$200 per Calendar Day
3	Outside of Zone 2, up to 3,000 airline miles from the Oregon border, and within the continental United States.	Round trip coach airfare from Portland, Oregon plus $200 per Calendar Day
4	Outside of Zone 3, or outside of the continental United States.	Round trip coach airfare from Portland, Oregon plus $250 per Calendar Day

Calendar Day charges begin on the first day the Agency's Inspector begins travel to begin work at the fabrication site, and continue without interruption through the final day of travel back to the State. The Contractor will be notified in writing of the beginning and ending dates of the Calendar Days used in computing payment reduction.

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

- Structural steel fabrication;
- Prestressed concrete members;
- Precast concrete;
- Signs;
- Preservative treatment of wood products;
- Epoxy coating of reinforcing steel; and
- Other items specifically identified in the Specifications as requiring fabrication site or in-plant inspection by the Agency.

Section 00170 - Legal Relations and Responsibilities

Description

00170.00 General - The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict with applicable Laws, the Contractor shall comply with the more stringent standard.

The Contractor shall indemnify, defend, and hold harmless the Agency and its representatives from liability arising from or related to the violation of Laws by those engaged in any phase of the Work. This provision does not apply to Work performed by Agency employees.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

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.

All rights and remedies available to the Agency under applicable Laws are incorporated herein by reference and are cumulative with all rights and remedies under the Contract.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed and enforced according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon in the county

where the Agency's main office is located; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

It is the Agency's intention to make all payments due under the Contract if funds are legally available for such purpose. The Agency reasonably believes that at the time of entering into the Contract sufficient funds are available and authorized for expenditure to finance the cost of the Contract within the Agency's appropriation or limitation, or other funding sources. Agency's payment of amounts under the Contract is contingent on the Agency receiving adequate appropriations, limitations or other expenditure authority or funds to allow the Agency to continue to make payments under the Contract. In the event the Agency becomes aware that sufficient funds are not available and authorized, the Agency will provide prompt written notice to the Contractor, and the Agency may terminate the Contract as provided in 00180.90(c).

Provisions and Requirements

00170.01 Other Agencies Affecting Agency Contracts - Representatives of regulatory bodies or units of government whose Laws may apply to the Work shall have access to the Work according to 00150.20(d). These may include but are not limited to those in the following (a), (b), (c), and (d).

(a) Federal Agencies:

Agriculture, Department of
- Forest Service
- Natural Resource Conservation Service

Army, Department of the
- Corps of Engineers

Commerce, Department of
- National Marine Fisheries Service

Defense, Department of

Energy, Department of

Environmental Protection Agency

Federal Energy Regulatory Commission

Geology Survey

Health and Human Services, Department of

Homeland Security, Department of
- U.S. Coast Guard

Housing and Urban Development, Department of

Interior, Department of

Heritage, Conservation, and Recreation Service
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
Office of Surface Mining, Reclamation, and Enforcement

Minerals Management Service

National Oceanic and Atmospheric Administration

Solar Energy and Energy Conservation Bank

U.S. Fish and Wildlife Service

Labor, Department of
Mine Safety and Health Administration
Occupational Safety and Health Administration

Transportation, Department of
Federal Highway Administration

Water Resources Council

(b) State of Oregon Agencies:

Administrative Services, Department of

Agriculture, Department of
Natural Resources Division
Soil and Water Conservation District

Columbia River Gorge Commission

Consumer and Business Services, Department of
Insurance Division
Oregon Occupational Safety and Health Division

Energy, Office of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Labor and Industries, Bureau of

Land Conservation and Development Department

Parks and Recreation, Department of

State Lands, Department of

Water Resources Department

(c) Local Agencies:

City Councils
County Courts
County Commissioners, Boards of
Design Commissions
Historical Preservation Commissions
Lane Regional Air Pollution Authority
Planning Commissions
Port Districts
Special Districts

(d) Oregon Federally Recognized Tribal Governments:

Burns Paiute Tribe
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
Confederated Tribes of Grand Ronde
Confederated Tribes of Siletz
Confederated Tribes of Umatilla Indian Reservation
Confederated Tribes of Warm Springs
Coquille Tribe
Cow Creek Band of Umpqua Indians
Klamath Tribe

00170.02 Permits, Licenses, and Taxes - As required to accomplish the Work, the Contractor shall do the following:

- Obtain all necessary permits and licenses, except for those noted in 00170.03;
- Pay all applicable charges, fees and taxes, except for those noted in 00170.03;
- Give all notices required by applicable Laws, or under the terms of the Contract;
- Comply with ORS 274.530 relating to lease of stream beds by Oregon Division of State Lands;
- License, in the State of Oregon, all vehicles subject to licensing;
- Comply with ORS 477.625 and ORS 527.670 relating to clearing and fire hazards on forest lands; and
- Comply with all orders and permits issued by a governmental authority, whether local, State, or federal.

00170.03 Furnishing Right-of-Way and Permits - Unless required to be obtained in the name of the Contractor, the Agency will obtain and pay for the following when they are required by the applicable Laws or by Plans or Specifications:

- All necessary Rights-of-Way;
- Permits required for crossing or encroaching upon navigable streams;
- Permits required for removing materials from or depositing materials in waterways;

- Permits required for operating in Agency-controlled source of Materials or disposal area;
- System development fees charged by local units of government;
- Building construction permits, not including specialty work such as heating, ventilation, air conditioning, or electrical;
- Cost of referencing and replacing endangered survey monuments; and
- Environmental permits, including erosion control permits.

00170.04 Patents, Copyrights, and Trademarks - Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

The Contractor shall indemnify, defend and hold harmless the Agency and all third parties and political subdivisions having a possessory or ownership interest or regulatory authority over the Project or Project Site from claims of patent, copyright or trademark infringement, and from costs, expenses and damages the Contractor or Agency may be obligated to pay as a result of such infringement during or after completing the Work.

00170.05 Assignment of Antitrust Rights - The Contractor irrevocably assigns to the Agency any claim for relief or cause of action the Contractor acquires during the term of the Contract, or which may accrue thereafter, by reason of any violation of:

- Title 15 (Commerce and Trade), United States Code;
- ORS 646.725; or
- ORS 646.730.

In connection with this assignment, it is an express obligation of the Contractor to take no action that would in any way impair or diminish the value of the rights assigned to the Agency according to the provisions of this Subsection. Further, it is the express obligation of the Contractor to take all action necessary to preserve the rights assigned. It is an express obligation of the Contractor to advise the Agency's legal counsel:

- In advance, of its intention to commence any action involving such claims for relief or causes of action;
- Immediately upon becoming aware of the fact that an action involving such claims for relief or causes of action has been commenced by some other person or persons;
- Of the date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of the Contractor's assignment to the Agency according to the provisions of this Subsection; and
- Immediately upon the discovery of any such antitrust claim for relief or cause of action.

In the event any payment is made to the Contractor under any such claims for relief, the Contractor shall promptly pay the full sum over to the Agency. In the event the Contractor fails to make such payment, the Agency may deduct the amount from monies due or to become due the Contractor under the Contract.

00170.07 Record Requirements - For purposes of this Subsection, the term "Contractor" includes the Contractor, all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their Subcontractors and any other lower-tier subcontracts, and "Related Entities" as that term is defined in OAR 734-010-0400. The Material Suppliers included in this definition are those for Aggregates, asphalt cement concrete, portland cement concrete and the supply and fabrication of structural steel items, and Material Suppliers that provide quotes.

(a) Records Required - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor's performance of the Contract or a subcontract;
- The Contractor's ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor's business. The records for the Contractor's business include, without limitation:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including, without limitation, the ledger or register, and tax forms) and all documents that establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.
- Records that identify the Equipment used by the Contractor and Subcontractors in the performance of the Contract or subcontracts, including, without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and Subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with Subcontractors and contracts with Material Suppliers, Suppliers and providers of rented Equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.
- General ledger.
- Trial Balance.
- Financial statements (including, without limitation, the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including, without limitation, the labor, benefits and insurance, Materials, Equipment, and Subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisors' daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.
- Subcontractors' and lower-tier Subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including, without limitation, the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time-consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all Subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, to comply with 00170.07. The Contractor shall also require all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower-tier Subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, asphalt cement concrete, portland cement concrete and the supply and fabrication of structural steel items and Material Suppliers that provide Material quotes and Related Entities as defined in OAR 734-010-0400.

(b) Access to Records - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access

records is subject to OAR 734-010-0400(9). During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating Related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

(c) Record Retention Period - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least 3 years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

(d) Public Records Requests - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.345(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.311 through ORS 192.478, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, the Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent the Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

- The Contractor consents to such disclosure; or
- The Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

00170.10 Required Payments by Contractors - The Contractor shall comply with ORS 279C.505 and ORS 279C.515 during the term of the Contract.

(a) Prompt Payment by Contractor for Labor and Materials - As required by ORS 279C.505, the Contractor shall:

- Make payment promptly, as due, to all Entities supplying labor or Materials under the Contract;
- Pay all contributions or amounts due the Industrial Accident Fund, whether from the Contractor or a Subcontractor, incurred in the performance of the Contract;
- Not permit any lien or claim to be filed against the State or any political subdivision thereof, on account of any labor or Material furnished in performance of the Contract; and
- Pay to the Department of Revenue all sums withheld from employees according to ORS 316.167.

(b) Prompt Payment by Contractor to First-Tier Subcontractor(s) - According to ORS 279C.580(3)(a), after the Contractor has determined and certified to the Agency that one or more of its Subcontractors has satisfactorily performed subcontracted Work, the Contractor may request payment from the Agency for the Work, and shall pay the Subcontractor(s) within 10 Calendar Days out of such amounts as the Agency has paid to the Contractor for the subcontracted Work.

(c) Interest on Unpaid Amount - If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 Days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 Day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be 9 percent per annum. The amount of interest shall not be waived.

(d) Agency's Payment of the Contractor's Prompt Payment Obligations - If the Contractor fails, neglects or refuses to make prompt payment of any invoice or other demand for payment for labor or services furnished to the Contractor or a Subcontractor by any Entity in connection with the Contract as such payment becomes due, the Agency may pay the Entity furnishing the labor or services and charge the amount of the payment against monies due or to become due the Contractor under the Contract. (The Agency

has no obligation to pay these Entities, and the Agency will not normally do so, but will refer them to the Contractor and the Contractor's Surety.)

The payment of a claim by the Agency in the manner authorized in this Subsection shall not relieve the Contractor or the Contractor's Surety from obligations with respect to any such claims.

(e) Right to Complain to the Construction Contractors Board - If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b).

(f) Notice of Claim Against Bond - An Entity (which by definition includes a natural person) claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action on the Contractor's Payment Bond as provided in ORS 279C.600 and ORS 279C.605.

The Commissioner of the Bureau of Labor and Industries (BOLI) may have a right of action on the Contractor's and Subcontractors' public works bonds and Payment Bonds for workers who have not been paid in full, as provided in ORS 279C.600 and ORS 279C.605.

(g) Paid Summary Report - For all Federal-aid Projects, the Contractor shall submit a “Paid Summary Report", form 734-2882, to the Engineer certifying payments made to all of the following:

- All Subcontractors
- Committed DBE Suppliers
- Non-committed DBE Suppliers and service providers with estimated total payments for the Project over $10,000.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of Contract Award.

Submit the completed and signed Paid Summary Report to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor, each committed DBE Supplier, and each non-committed DBE Supplier or service provider with estimated total payments for the Project over $10,000. At the completion of the Project, submit form 734-2882 recapping the total amounts paid to each Subcontractor, each committed DBE Supplier, and each non committed DBE Supplier or service provider with estimated total payments for the Project over $10,000.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit form 734-2882 within 20 Calendar Days of receipt of payment from its controlling contractor and provide a recap of the total amounts paid at the completion of the Project or completion of their Work.

Forms shall be submitted to an email address provided to the Contractor at the preconstruction conference.

00170.20 Public Works Bond - Before starting Work, the Contractor and Subcontractors shall each file with the Construction Contractors Board, and maintain in full force and effect, a separate public works bond, in the amount of $30,000 unless otherwise exempt, as required by ORS 279C.830(2) and ORS 279C.836. The Contractor shall verify Subcontractors have filed a public works bond before the Subcontractor begins Work.

00170.32 Protection of Navigable Waters - The Contractor shall comply with all applicable Laws, including, without limitation, the Federal River and Harbor Act of March 3, 1899 and its amendments.

The Contractor shall not interfere with waterway navigation or impair navigable depths or clearances, except as U.S. Coast Guard or Corps of Engineer permits allow.

00170.60 Safety, Health, and Sanitation Provisions - The Contractor shall comply with all Laws concerning safety, health, and sanitation standards. The Contractor shall not require workers to perform Work under conditions that are hazardous, dangerous, or unsanitary.

Workers exposed to traffic shall wear upper body garments or safety vests that are highly visible and meet the requirements of 00221.20.

Workers exposed to falling or flying objects or electrical shock shall wear hard hats.

Upon their presentation of proper credentials, the Contractor shall allow inspectors of the U.S. Occupational Safety and Health Administration (OSHA) and the Oregon Occupational Safety and Health Division (OR-OSHA) to inspect the Work and Project Site without delay and without an inspection warrant.

According to ORS 468A.715 and ORS 468A.720, the Contractor or a Subcontractor who performs Project Work involving asbestos abatement shall possess a valid DEQ asbestos abatement license.

00170.61 Industrial Accident Protection:

(a) Workers' Compensation - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(d).

(b) Longshoremen's and Harbor Workers' Compensation - If Work to be performed is over or adjacent to navigable waters, the Longshoremen's and Harbor Workers' Compensation Act, (Chapter 18, Title 33 of the USC) may apply, and the Contractor shall be responsible for complying with its provisions (which may include the provision of additional workers' compensation benefits to employees).

00170.62 Labor Nondiscrimination - The Contractor shall comply with all Laws concerning equal employment opportunity, including, without limitation, those prohibiting discrimination because of race, religion, color, sex, disability, or national origin.

00170.63 Payment for Medical Care - According to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation

furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor has collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(a) General - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of the Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. The Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

(1) Minimum Wage Rates - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication *Prevailing Wage Rates for Public Works Contracts in Oregon*. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Invitation To Bid for additional information about which wage rates apply to the Project and how to access the applicable wage rates.

The applicable BOLI wage rates will be included in the Contract.

(2) Payroll and Certified Statements - As required in ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or Subcontractor's weekly payroll records for each worker employed on the Project.

The Contractor and Subcontractors shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 Days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

b. Contractor - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first-tier Subcontractor on the Project until the first-tier Subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 Days after the first-tier Subcontractor files the required certified statement, the Contractor shall pay the first-tier Subcontractor any amount retained.

(4) Owner/Operator Data - For a Federal-aid Project, the Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Driver's name;
- Present driver license upon request;
- Vehicle identification number;
- Present vehicle registration upon request;
- Motor vehicle license plate number;
- Motor Carrier account number;
- Present ODOT Motor Carrier 1A Permit upon request; and
- Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.520 and ORS 279C.540.

(1) Maximum Hours of Labor and Overtime Pay - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any 1 Day, or 40 hours in any 1 week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of 8 hours a day or 40 hours in any 1 week when the work week is 5 consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any 1 week when the work week is 4 consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

(2) Notice of Hours of Labor - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

(3) Exception - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the Project, and its terms shall extend to workers who are working on the Project (see OAR 839-025-0054).

(d) State Time Limitation on Claim for Overtime - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 Days from the completion of the Contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type and containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed to perform Work; and
- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

(e) Additional Requirements When Federal Funds are Involved - When federal funds are involved, the following requirements shall apply in addition to the requirements of 00170.65(a) through 00170.65(d). The Contractor shall include these provisions in all subcontracts as well as ensure that all Subcontractors include these provisions in their lower-tier subcontracts.

(1) FHWA Requirements - For Federal-aid projects, the Contractor shall comply with the provisions of FHWA Form 1273, *Required Contract Provisions Federal-aid Construction Contracts*.

(2) Minimum Wage Rates - The Contractor shall pay each worker in each trade or occupation employed to perform any work under the Contract not less than the existing State (BOLI) prevailing wage rate or the applicable federal prevailing wage rate required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), whichever is higher. The Contractor shall include this provision in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the Project and how to access the applicable wage rates.

The applicable Davis-Bacon and BOLI wage rates will be included in the Contract.

(3) Payroll and Certified Statements - In addition to providing the payroll information and certified statements required under ORS 279C.845 (see 00170.65(b)(2)), the Contractor and every Subcontractor shall submit written certified statements that also meet the requirements in Section IV of FHWA Form 1273, except the Contractor and every Subcontractor shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(4) Overtime - With regard to overtime pay, the Contractor shall comply with the overtime provision affording the greatest compensation required under FHWA Form 1273 and ORS 279C.540.

00170.70 Insurance:

(a) Insurance Coverages -

Contractor - The Contractor shall obtain the insurance as specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

Subcontracting - If the Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement, that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain Agency approval of Subcontractor and Subcontractor's insurance coverage(s), as required by 00180.21, prior to commencement of Subcontracted work. After the Contractor receives Agency approval of the Subcontractor, the Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor's expense or at the Contractor's expense, the insurance permitted.

The Contractor shall require that all Subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. The Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing Services related to the Contract.

Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of the Contractor under applicable law or the Contract.

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

- **Commercial General Liability** – The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations coverage, and

contractual liability coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

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 Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

- **Commercial Automobile Liability** - The Contractor shall provide Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

- **Commercial Automobile Liability (pedestrian transport vehicle for pedestrian circulation)** - The Contractor or Subcontractor, whichever is performing the vehicle transportation for pedestrian circulation, shall provide Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions.

- **Pollution Liability** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing the pollution related Work, shall provide Pollution Liability Insurance, written on an occurrence or claims made basis and covering the Contractor's or Subcontractor's liability for bodily injury, property damage, and environmental damage resulting from sudden, accidental and gradual pollution, and related clean-up costs. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Pollution Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

- **Asbestos Liability** - If indicated by Special Provision, the Contractor, or Subcontractor, whichever is performing asbestos related Work, shall provide the Pollution Liability coverage with an Asbestos Liability endorsement. If an

endorsement cannot be obtained, the Contractor or Subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

- **Lead Liability** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing lead related Work, shall provide the Pollution Liability coverage with a Lead Liability endorsement. If an endorsement cannot be obtained, the Contractor or Subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

- **Commercial Automobile Liability with Pollution Coverage** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing the pollution related Work, shall provide Commercial Automobile Liability Insurance with Pollution coverage covering the Contractor's or Subcontractor's liability for bodily injury, property damage, natural resource damage and environmental damage arising out of the use of all owned, non-owned, or hired vehicles while performing Work under the Contract. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability with Pollution Coverage and Commercial General Liability. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

- **Marine Insurance (watercraft)** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing watercraft related Work, entails the use of watercraft, including but not limited to barges, tug boats, work boats, and supply boats, shall provide the following insurance:

    - **Marine Liability Insurance** - For the performance of the Work that requires the use of any watercraft, whether owned, non-owned, leased, rented, or chartered by Contractor or any Subcontractors, Marine Liability insurance shall not be less than the dollar amount specified in the Special Provisions per occurrence for bodily injury and property damage. Such insurance shall also include coverage for collision liability, tower's liability, marine contractual liability, wreck/debris removal, and liability for seepage, pollution, containment and cleanup.

    - **Hull and Machinery Insurance** - Including collision liability, with sister-ship clause un-amended, with limits of liability at least equal to the full value of all vessels used in connection with performance of the Work required under this Contract and with navigational limitations adequate for the Contractor to perform the specified Work. Where vessels engage in towing operations, said insurance shall include full towers' liability with the sister-ship clause un-amended.

- **Protection and Indemnity Insurance** - To be evidenced through a full entry with a Group P&I Club, including collision liability, towers' liability, marine contractual liability, tankermans' liability, and specialist operations. Alternatively, if a full entry in a Group P&I Club is not available or applicable, Protection and Indemnity Insurance coverage shall be evidenced on the SP-23 form or equivalent, including, by endorsement or otherwise, collision liability, tower's liability, specialist operations, and liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, shall not be less than the dollar amount specified in the Special Provisions.

- **Pollution Liability Insurance** - If pollution coverage is provided outside of a P&I Club entry or outside of Protection and Indemnity Insurance coverage evidenced on the SP-23 form or equivalent, the amount shall not be less than the dollar amount specified in the Special Provisions. Pollution liability coverage shall cover bodily injury, property damage, including cleanup costs and defense costs resulting from sudden and gradual pollution conditions of contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water.

With respect to the aforementioned Hull & Machinery Insurance, Protection and Indemnity Insurance and Pollution Insurance, the policy or policies shall be endorsed as follows:

- Other than owner provisions of all policies shall be deleted with respect to the naming of Company as an Additional Assured/Insured;
- Delete any as owner clause and any other language, which limits or purports to limit the coverage afforded to an insured or an additional insured who is not a ship-owner, with coverage to be afforded to all additional insureds in any capacity in which they may be held liable; and
- Operator warrants that COFR's are on file with the U.S. Coast Guard as per Federal requirements.

If Subcontractor(s) are utilized to perform any Work that requires the use of watercraft under the Contract, all such Subcontractor(s) shall maintain insurance including limits, coverages, terms and conditions as required herein unless said Subcontractor(s) are insured by Contractor. Where Contractor provides coverage for a Subcontractor, the Contractor shall issue a Certificate of Insurance, along with related endorsement(s) required to effect coverage, evidencing Subcontractor's "Additional Insured/Assured" status under Contractor's coverage.

An Excess Marine Liability insurance policy may be used to meet the required limits of insurance. Excess coverage must follow form and be as broad as that provided by the underlying primary liability insurance policies.

ORS 15.320 provides that Oregon law applies to the Contract. The parties also agree that Oregon law applies to the Contract, even if ORS 15.320 is determined to be inapplicable or invalid.

(b) Extended Reporting - If any of the required insurance is permitted to be and is on a "claims made" basis, the Contractor or Subcontractor who provided the insurance coverage, shall obtain an extended reporting period on the claims made policy or maintain the claims

made policy, for a duration of at least 24 months from the date the applicable work has been completed and accepted by the Agency or the date of Final Acceptance. This extended reporting requirement shall be satisfied with documentation of one of the following:

- Extended Reporting Endorsement;
- Tail Coverage; or
- Maintaining the applicable continuous claims made policy with liability coverage.

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notice under 00150.90(b) and 00180.50(g).

(c) Excess/Umbrella Liability - A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. Excess/Umbrella coverage must be at least as broad as that provided by the underlying primary insurance policies. In addition, the limits of the underlying primary insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy**.**

(d) Additional Insured - The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and their respective officers, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability insurance coverages of 00170.70(a) shall also include an Additional Insured Endorsement endorsing the State of Oregon, the Oregon Transportation Commission and the Department of Transportation and their respective officers, members, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

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 Agency.

(e) Workers' Compensation - All employers, including the Contractor and Subcontractor(s), 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, unless such employers 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.

The Contractor shall submit proof to Agency that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others. Proof shall consist of Certificates of Insurance, written statement of self-insurance or statement of exemption, including exemption category, as applicable.

The Contractor shall require and verify that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

All employers, including the Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state's Workers' Compensation law, shall provide Workers' Compensation Insurance coverage as required by applicable Workers' Compensation Laws. The coverage shall also include Employer's Liability Insurance with limits not less than $500,000 each accident.

If the Contractor's and Subcontractor's, if any, operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Contractor and Subcontractor, if any, conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

The Contractor shall require compliance with these requirements in all Subcontractor contracts.

(f) Notice of Cancellation or Change - The Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the contract requirements, the Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the State, Agency, County, City, or other applicable political jurisdiction or to the Agency's governing body, board, or Commission and its members, and the Agency's officers, agents, and employees.

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List Marion County, its officers, members, agents, and employees as a Certificate holder and as an Additional Insured under **separate written endorsement** for the coverages required under the Contract.
- On Federal-aid Projects, list the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as a Certificate holder and endorse as an Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;

- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.

(h) Agency Acceptance - All insurance and insurance providers are subject to Agency acceptance. In addition, all of the following are subject to Agency acceptance and, if requested by Agency, the Contractor shall provide complete copies of the following to Agency's representatives responsible for verification of the insurance coverages required by the Contract: insurance policies, endorsements, self-insurance documents and related insurance documents.

(i) Insurance Requirement Review - The Contractor agrees to periodic review of insurance requirements by Agency under the Contract and to provide updated requirements as mutually agreed upon by the Contractor and Agency.

(j) Builder's Risk - If specified by Special Provision, the Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builder's Risk Insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for an amount equal to at least the value specified in the Special Provisions. The policy shall not contain a coinsurance clause or any collapse exclusions. Any deductible shall not exceed $50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or $50,000, whichever is greater. The policy shall include the Agency as loss payee. For Federal-aid Projects, the policy shall also include the State of Oregon, and building or structure owner as loss payees.

(k) Builder's Risk Installation Floater - If specified by Special Provision, the Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builder's Risk Installation Floater Insurance covering the Contractor's Materials and Equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contractor's Equipment, Materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the Contract. This insurance shall include as loss payees the State of Oregon (for Federal-aid Projects only), the Agency, the building or structure owner, the Contractor and Subcontractors as their interests may appear.

00170.71 Independent Contractor Status - The service or services to be rendered and the Work to be completed under this Contract are those of an independent contractor as defined in ORS 670.600. The Contractor is not an officer, employee, or agent of the Agency or the State as those terms are used in ORS 30.265.

00170.72 Indemnity/Hold Harmless - To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the Agency) and hold harmless the Agency, Agency's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever that arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence that happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents that is to be observed or performed by the Contractor, or any breach of any agreement, duty, obligation, responsibility, covenant, provision, requirement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.
- The negligent acts, omissions, or the improper conduct of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- Any failure to comply with all applicable Laws by the Contractor or any Subcontractor, or anyone employed by any one of them, or anyone for whose acts they may be liable.
- Any lien filed upon the Project or bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party, person, or Entity described in this Subsection.

In claims against any person or Entity indemnified under this Subsection by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the Contractor’s foregoing defense obligations, neither the Contractor nor any attorney engaged by the Contractor shall defend any claim in the name of the Agency, nor purport to act as legal representative of the Agency, without the prior written consent of the Agency's legal counsel. The Agency may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor is prohibited from defending the Agency, or that the Contractor is not adequately defending the Agency's interests, or that an important governmental principle is at issue or that it is in the best interests of the Agency to do so. The Agency reserves all rights to pursue any claims it may have against the Contractor.

When federal transportation funding is involved, the following additional requirements apply:

- The State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees (for purposes of this Subsection 00170.72 collectively "State") are additional Indemnitees.
- Neither Contractor nor Subcontractors nor any attorney engaged by the Contractor or Subcontractors shall defend any claim in the name of the State or purport to act as

legal representative of the State or any of its agencies, without the prior written consent of the State's legal counsel, the Oregon Attorney General. State may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor or Subcontractors are prohibited from defending the State, or that the Contractor or Subcontractors are not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue any claims it may have against the Contractor or Subcontractors.

- Contractor shall include a provision in each subcontract requiring Subcontractors to indemnify, defend (with counsel approved by the State) and hold harmless the State in accordance with this Subsection 00170.72.

00170.74 Employee Drug Testing Program - As required by ORS 279C.505(2), the Contractor shall have in place, and maintain during the period of the Contract, an employee drug-testing program. The Agency retains the right to audit and/or monitor the program. On request by the Engineer, the Contractor shall furnish a copy of the employee drug-testing program.

00170.78 Conflict of Interest - The Contractor shall not give or offer any gift, loan, or other thing of value to any member of the Agency's governing body or employee of the Agency in connection with the award or performance of any Contract.

The Contractor shall not rent, lease, or purchase Materials, supplies, or Equipment, with or through any Agency employee or member of the Agency's governing body.

No ex-employee of the Agency who has worked for the Agency on any phase of the Project within the prior 2 years may be employed by the Contractor to perform Work on the Project.

The Contractor shall also be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00120.40(g) and 00180.21(b).)

00170.79 Third Party Beneficiary - There are no third-party beneficiaries of the Contract, unless federal transportation funding is involved then the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees, are third-party beneficiaries of the Contract.

00170.80 Responsibility for Damage to Work:

(a) Responsibility for Damage in General - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

(b) Repair of Damage to Work - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. The Contractor shall perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

(c) Responsibility for Damage to Work Caused by Public Traffic - The Contractor may apply for relief of responsibility for damage to Work caused by Public Traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery, courier, scanned and submitted via email, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within 7 Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by Public Traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

If the Contractor disagrees with the Engineer's findings, the Contractor may request a Step 1 review according to 00199.40(b).

(1) Request for Relief - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by Public Traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, Slopes, lighting, Traffic Control Devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive Traffic Control Devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by Public Traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Plans or approved stage construction Plans;
- The traffic control complies with approved Traffic Control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

(2) Scope of Relief - When the Agency assumes responsibility for damage to completed portions of the Work caused by Public Traffic, any damages will be repaired by the Contractor on a Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by Public Traffic before Final Inspection, and the Agency requires the

Contractor to repair the damages, the Engineer will reimburse the Contractor for the Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by Public Traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Work at 100% of the total amount calculated according to Section 00197.

If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by Public Traffic, and the Work is performed outside of the approved stage construction Plans or approved Traffic Control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by Public Traffic at no additional cost to the Agency.

(d) Vandalism and Theft - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including, without limitation, theft that occurs in conjunction with vandalism.

00170.82 Responsibility for Damage to Property and Facilities:

(a) In General - As used in this Subsection, the term "Contractor" shall include the Contractor's agents, Subcontractors, and all workers performing Work under the Contract; and the term "damage" shall include without limitation soiling or staining surfaces by tracking or splashing mud, asphalt, and other materials, as well as damage of a more serious nature.

The Contractor shall be solely responsible for damages arising from:

- The Contractor's operations;
- The Contractor's negligence, gross negligence, or intentional wrongful acts; and
- The Contractor's failure to comply with any Contract provision.

The Agency may withhold funds due the Contractor or the Contractor's Surety until all lawsuits, actions, and claims for injuries or damages are resolved, and satisfactory evidence of resolution is furnished to the Agency.

(b) Protection and Restoration of Agency Property and Facilities - The following requirements apply to Highways, Highway Structures and other improvements that are existing, under construction, or completed. The Contractor shall:

- Provide adequate protection to avoid damaging Agency property and facilities;
- Be responsible for damage to Agency property and facilities caused by or resulting from the Contractor's operations; and
- Clean up and restore such damage by repair, rebuilding, replacement, or compensation, as determined by the Engineer.

(c) Protection and Restoration of Non-Agency Property and Facilities - The Contractor shall determine the location of properties and facilities that could be damaged by the Contractor's operations, and shall protect them from damage. The Contractor shall protect monuments and property marks until the Engineer has referenced their location and authorized their removal. The Contractor shall restore property or facilities damaged by its operations to the condition that existed before the damage, at no additional compensation.

The Contractor shall provide temporary facilities when needed, (e.g., to maintain normal service or as directed by the Engineer), until the required repair, rebuilding, or replacement is accomplished.

The Contractor shall protect specific service signs, (e.g., business logos, and tourist-oriented directional signs (TODS)) from damage, whether the signs are to remain in place or be placed on temporary supports. The Contractor shall repair or replace damaged signs at no cost to the Agency. Liquidated damages will be assessed against the Contractor in the amount of $200 per Day for each sign out of service for more than 5 Calendar Days because of the Contractor's operations.

00170.85 Responsibility for Defective Work - The Contractor shall make good any defective Work, Materials or Equipment incorporated into the Work, according to the provisions of Section 00150.

(a) Latent Defects - The Contractor shall remain liable for all latent defects resulting from causes other than fraud or gross mistakes that amount to fraud until the expiration of all applicable statutes of limitation and ultimate repose, the Performance Bond, Warranty Bond, or warranty period, whichever expires last. The Contractor shall remain liable for all latent defects resulting from fraud or gross mistakes that amount to fraud regardless of when those latent defects may be discovered, and regardless of whether such discovery occurs outside any applicable statutes of limitation or ultimate repose or any applicable Performance Bond, Warranty Bond, or warranty period.

(b) Contractor Furnished Warranties:

(1) Contractor Warranty for Specific Items - For those Items with Specifications referencing this 00170.85(b)(1) warranty, the Contractor warrants that the Work for those Items, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated into the Work, shall meet the technical and performance Specifications required under the Contract. The warranty period will be identified in each applicable Specification or elsewhere in the Contract and will begin on the date of Second Notification. The Contractor shall be responsible for making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, defects in warranted

Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, or workmanship.

When the Agency makes written notification of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current Specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

This warranty provision shall survive expiration or termination of the Contract.

(2) General Warranty for Local Public Agency Projects - For those Contracts that are developed, advertised, awarded, and administered by Local Public Agencies, and are not on the National Highway System or do not contain federal funding, this 00170.85(b)(2) warranty applies.

The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for 1 year from the date of Second Notification, except that warranties according to 00170.85(b)(1) and manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged.

The Contractor shall be responsible for meeting the technical and performance Specifications required, making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, occurrences beginning during the warranty period and are the result of defects in Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs associated with completing the repair of the defects and for associated Work including, but not limited to, permitting, mobilization, traffic control, erosion control, surface restoration, site cleanup and remediation caused by, or resulting in whole or in part from, defects in Materials, Equipment, or workmanship, and other Work determined by the Engineer to be necessary to complete the repair of the defects.

Within 10 Calendar Days of the Agency's written notice of defects, the Contractor, or the Contractor's Surety, shall vigorously and continuously correct and repair the defects and all related damage. If the Contractor or the Contractor's Surety fails to correct and repair the defects, the Agency may have the correction and repair done by others. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

In the event of an emergency, where delay could result in serious loss or damage, the Agency may make emergency corrections and repairs without written notice. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

Corrections, repairs, replacements or changes shall be warranted for an additional 1 year period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes.

Without limiting the general applicability of other survival clauses under the Contract, this warranty provision shall survive expiration or termination of the Contract.

(c) Manufacturer Warranties and Guarantees:

(1) Manufacturer Warranties - For those Specification Sections referencing 00170.85(c)(1), the Contractor shall furnish Warranties from the Manufacturer and signed by a Manufacturer's Representative.

The warranty period will be specified in the applicable Specification Section for which it applies.

The warranty period will begin on the date of Second Notification, unless otherwise specified in the Contract.

When the Agency makes written notification to the Manufacturer of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current Specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

If, in the opinion of the Engineer, temporary repairs are necessary, the temporary repairs will be made by the Agency or an independent contractor at the Manufacturer's expense. The Manufacturer shall replace all temporary repairs at no additional cost to the Agency.

The Manufacturer shall provide all required traffic control during repair or replacement of failed items at no additional cost to the Agency.

Warranty work shall be performed when weather permits.

(2) Trade Practice Guarantees - For those Items installed on the Project that have customary trade practice guarantees, the Contractor shall furnish the guarantees to the Engineer at the completion of the Contract.

00170.89 Protection of Utility, Fire-control, and Railroad Property and Services; Repair; Roadway Restoration:

(a) Protection of Utility, Fire-Control, and Railroad Property and Services; Coordination - The Contractor shall avoid damaging the properties of Utilities, Railroads, railways, and fire-control authorities during performance of the Work. The Contractor shall cooperate with and facilitate the relocation or repair of all Utilities and Utility services, as required under 00150.50, and of Railroad and fire-control property and railways.

The Contractor shall conduct no activities of any kind around fire hydrants until the local fire-control authority has approved provisions for continued service.

The Contractor shall immediately notify any Utility, Railroad, or fire-control authority whose facilities have been damaged.

If an Entity has a valid permit from the proper authority to construct, reconstruct, or repair Utility, Railroad, or fire-control service in the Roadway, the Contractor shall allow the permit holder to perform the work.

(b) Restoration of Roadway after Repair Work - The Contractor shall restore the Roadway to a condition at least equal to that which existed before the repair work addressed under this Subsection was performed, as directed by the Engineer, at no additional cost to the Agency. All restoration work required as a result of Contractor's failure to protect Utilities, Railroads, railways and fire-control facilities shall be at no additional cost to the Agency.

00170.92 Fencing, Protecting Stock, and Safeguarding Excavations - The Contractor shall be responsible for loss, injury, or damage that results from its failure to restrain stock and persons.

(a) At the Contractor's Expense - The Contractor shall restrain stock to lands on which they are confined using temporary fences or other adequate means. The Contractor shall provide adequate temporary fences or other protection around excavations to prevent animals and unauthorized persons from entering.

The Contractor shall repair, at Contractor's expense and to the Engineer's satisfaction, fences damaged by the Contractor's operations and the operations of the Contractor's agents, employees and Subcontractors.

(b) At the Agency's Expense - The Contractor shall construct fences, or move and reconstruct fences, as shown on the Contract Documents or as directed by the Engineer. The Contractor shall tear down and remove fencing within the Right-of-Way when no longer needed, as part of the removal Work described in and paid for according to Section 00310.

00170.93 Trespass - The Contractor shall be responsible for its own, its agents' and employees', and its Subcontractors' trespass or encroachment upon, or damage to, property during performance of the Contract.

00170.94 Use of Explosives - The Contractor shall comply with all Laws pertaining to the use of explosives. The Contractor shall notify anyone having facilities near the Contractor's operations of the Contractor's intended use or storage of explosives. The Contractor shall be responsible for all damage resulting from its own, its agents' and employees', and its Subcontractors' use of explosives. (See 00330.41(e) and Section 00335.)

Section 00180 - Prosecution and Progress

00180.00 Scope - This Section consists of requirements for assignment of the Contract, subcontracting, time for performance, Contract responsibility, suspensions, terminations, and related provisions.

00180.05 Assignment/Delegation of Contract - Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

- The power to execute or duty to perform the Contract; or
- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.

00180.06 Assignment of Funds Due under the Contract - Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form acceptable to the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

00180.10 Responsibility for Contract - The Contractor shall direct and coordinate the operations of its employees, Subcontractors and agents performing Work, and see that the Engineer's orders are carried out promptly. The Contractor's failure to direct, supervise and control its employees, Subcontractors and agents performing Work will result in one or more of the following actions, as the Engineer deems appropriate:

- Suspension of the Work;
- Withholding of Contract payments, as necessary to protect the Agency;
- Ordering removal of individuals from the Project Site; or
- Termination of the Contract.

00180.15 Agency's Right to Do Work at Contractor's Expense - Except as otherwise provided in 00150.75 and 00220.60, if the Contractor neglects to prosecute the Work properly or fails to perform any provision of the Contract, the Agency may, after 2 Calendar Days' written notice, correct the deficiencies at the Contractor's expense. In situations where the Engineer reasonably believes there is danger to life or property, the Agency may immediately and without notice correct the deficiencies at the Contractor's expense.

Action by the Agency under this provision will not prejudice any other remedy it may have.

0180.20 Subcontracting Limitations:

(a) General - The Contractor's own organization shall perform Work amounting to at least 30% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of materials not included in or requiring a subcontract, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and its estimated duration. The Engineer must approve the request before the work or service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor’s own organization for the purposes of determining compliance with 00180.20(a).

(4) Revocation of Approval - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c)(2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

(d) Disadvantaged Business Enterprise (DBE) - Every agreement to perform Work, including, without limitation, subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

(e) Trucking - This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of materials not performed with trucks owned (or rented) and operated by the Contractor. If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm, a subcontract is required under 00180.21. For this purpose a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of Contract Award.

(1) Trucking Services Agreement - The Contractor shall submit at the preconstruction conference one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower-tier clause (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830) as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4) or (9), or has elected to not file a bond under ORS 279C.836(7) or (8), or is otherwise not applicable;
- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions, including, without limitation, Record Requirements in 00170.07; and
- Construction Contractors Board License Number if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

(2) Limitations - The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned (or rented) and operated by the Contractor except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any Work on the Project Site.

(3) Submittals - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without

limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

(4) Revocation of Approval - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

00180.21 Subcontracting:

(a) General - The Contractor shall not subcontract or perform any portion of the Contract by other than the Contractor's own organization without the Agency's prior written consent. A request for consent to subcontract, at any tier, solely for the furnishing of a labor force will not be considered.

A written request for consent to subcontract any portion of the Contract at any tier shall be submitted to the Engineer, and when required by the Engineer, shall be accompanied by background information showing that the organization proposed to perform the Work is experienced and equipped for such Work. The Agency will review the Contractor's submission to verify compliance with Contract requirements, confirm the percentage of Work subcontracted, and evaluate the proposed Subcontractor's ability to perform the Work. If the Agency approves the Contractor's request to subcontract, the Agency will provide its consent to the Contractor's request as follows:

- If the Subcontractor is not providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 7 Calendar Days after the Engineer's receipt of the request.
- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(f) plus 7 Calendar Days to review and approve the subcontract request.)

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the Subcontractor shall be immediately removed from the Project Site.

(b) Submittal of Requests - The Contractor must submit requests for consent to subcontract any portion of the Contract, at any tier, on the Agency's form, available from the Engineer. The Contractor shall attach a duplicate original subcontract agreement. The Contractor must also submit in writing any amendments or modifications proposed to

Agency-approved subcontract agreements, at any tier, before the affected Work begins. The Agency's written consent will be required before such amendments or modifications become effective.

The Contractor and proposed Subcontractors shall review the Agency's Conflict of Interest Guidelines, and if any disclosures are required, they shall complete the Conflict of Interest Disclosure Form(s) and submit them with the request for consent to subcontract. The Conflict of Interest Guidelines and Conflict of Interest Disclosure Form are available on the ODOT Procurement Office website (see 00110.05(e)).

If disclosures are not required under the Agency's Conflict of Interest Guidelines, no disclosures need be submitted.

The Subcontractors shall also otherwise be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00170.78.)

(c) Substitution of Disclosed Subcontractors - The Contractor may only substitute a previously undisclosed first-tier Subcontractor according to the provisions of ORS 279C.585. The Contractor shall provide the Engineer with a written notification that identifies the name of the proposed new Subcontractor and the reason for the substitution. Authorized reasons for substitution are limited to the following circumstances (see ORS 279C.585(1) through ORS 279C.585(10)):

- The disclosed Subcontractor fails or refuses to execute a written contract that is reasonably based either upon the Project Plans and Specifications, or the terms of the Subcontractor's written Bid, after having had a reasonable opportunity to do so;
- The disclosed Subcontractor becomes bankrupt or insolvent;
- The disclosed Subcontractor fails or refuses to perform the contract;
- The disclosed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor that had been identified prior to the Bid submittal;
- The Contractor demonstrates to the Agency that the Subcontractor was disclosed as the result of an inadvertent clerical error;
- The disclosed Subcontractor does not hold a license from the Construction Contractors Board and is required to be licensed by the board;
- The Contractor determines that the Work performed by the disclosed Subcontractor is not in substantial compliance with the Plans and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
- The disclosed Subcontractor is ineligible to work on a public improvement according to the applicable statutory provisions;
- The substitution is for "good cause" as defined by State Construction Contractors Board rule; or
- The substitution is reasonably based on the Contract alternates chosen by the Agency.

(d) Terms of Subcontracts - All subcontracts shall provide that Work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent

requirements, provisions, terms, and conditions of the Contract, including but not limited to the requirements of Subsection 00170.72. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their Subcontractors, and any other lower-tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

(1) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.

(2) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.

(3) A clause that requires the Contractor, except as otherwise provided in this Subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- Notifies the Subcontractor in writing at least 45 Calendar Days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d)(1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

(5) A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d)(1) and 00180.21(d)(4)) in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's Subcontractors to include such clauses in its subcontracts with each lower-tier Subcontractor or Material Supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

- A provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

As and when applicable, the Contractor shall require in its subcontracts that Subcontractors maintain the certifications required by ORS 279A.107.

(e) Contractor's Responsibilities - As a condition of the Agency's grant of consent to subcontract, whether or not stated in the subcontract agreement itself, the Contractor shall remain solely responsible for administration of the subcontract, including, but not limited to:

- Performance of subcontracted Work;
- Progress of subcontracted Work;
- Payments for accepted subcontracted Work; and
- Disputes and claims for additional compensation regarding subcontracted Work.

The Engineer's consent to subcontract will not create a contract between the Agency and the Subcontractor, will not convey to the Subcontractor any rights against the Agency, and will not relieve the Contractor or the Contractor's Surety of any of their responsibilities under the Contract.

(f) Failure to Comply - Failure to comply with 00180.21 will be cause for the Engineer to take action reasonably necessary to obtain compliance. This action may include, but is not limited to:

- Suspension of the Work;
- Withholding of Contract payments as necessary to protect the Agency; and
- Termination of the Contract.

00180.22 Payments to Subcontractors and Agents of the Contractor - To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to Subcontractors and to its other agents, work providers, service providers, and trucking services providers.

If requested, the Engineer will make estimates of the Work quantities performed by Subcontractors or by others on the Project, and of Materials eligible for advances on Materials in the progress payments. These estimates are approximate only, and will be made in units

of measure as listed in the Schedule of Items. The Agency does not guarantee the accuracy of these estimates, and an incorrect estimate will not bind the Agency in final settlement.

If requested in writing by a first-tier Subcontractor, the Contractor shall send to the Subcontractor, within 10 Calendar Days of receiving the request, a copy of that portion of any invoice or request for payment submitted to the Agency, or pay document provided by the Agency to the Contractor, specifically related to any labor, Equipment, or Materials supplied by the first-tier Subcontractor.

00180.30 Materials, Equipment, and Work Force - The Contractor shall furnish suitable and sufficient Materials, Equipment, and personnel to properly prosecute and complete the Work. The Contractor shall use only Equipment of adequate size and condition to meet the requirements of the Work and Specifications, and to produce a satisfactory quality of Work. Upon receipt of the Engineer's written order, the Contractor shall immediately remove, and not use again on the Project without the Engineer's prior written approval, Equipment that, in the Engineer's opinion, fails to meet Specifications or produce a satisfactory product or result.

The work force shall be trained and experienced for the Work to be performed. Upon receipt of the Engineer's written order, the Contractor shall immediately remove from the Project Site, and shall not employ again on the Project without the Engineer's prior written approval, any supervisor, employee, worker, agent or other provider of the Contractor or of any Subcontractor or Supplier who, in the Engineer's opinion, does not perform satisfactory Work or whose conduct interferes with the progress of the Work.

If the Contractor fails to remove Equipment or persons as ordered, or fails to furnish suitable and sufficient Materials, Equipment and personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until such orders are complied with and such deficiencies are corrected, or the Engineer may terminate the Contract under the provisions of 00180.90(a).

00180.31 Required Materials, Equipment, Products, and Methods - The Engineer's decisions under this Section are final. Substitutions after Award will be considered as provided below unless specified as the subject of an exemption per ORS 279C.345. See 00120.16 for possible substitutions before Bid Opening.

(a) General - When the Equipment and methods to be used are not specified in the Contract, any Equipment or methods that accomplish the Work as required by the Contract will be permitted.

When the Contract specifies certain Equipment or methods, the Contractor shall use the Equipment or methods specified unless otherwise authorized by the Engineer in writing.

(b) Substitution of Materials, Products, and Equipment to be Incorporated into the Work - After execution of the Contract, the Engineer may approve substitution of Materials, products, and Equipment to be incorporated into the Work as follows:

(1) Reasons for Substitution - The Engineer will consider substitution only if:

- The proposed Materials, products, or Equipment are equal to or superior to the specified items in construction, efficiency and utility; or

- Due to reasons beyond the control of the Contractor, the specified Materials, products, or Equipment cannot be delivered to the Project in sufficient time to complete the Work in proper sequence.

(2) Submittal of Request - The Contractor shall submit requests for substitution to the Engineer, including manufacturers' brochures and other information needed to verify equality of the proposed item(s).

(c) Substitution of Equipment Specified to Perform Work - The Agency encourages development of new or improved Equipment and innovative use of Equipment. When the Specifications require Equipment of a particular size or type to be used to perform certain portions of the Work, the Contractor may submit a request to the Engineer to use Equipment of a different size or type. The request will not be considered as a cost reduction proposal under 00140.70. The request shall:

- Be in writing and include a full description of the Equipment proposed and its intended use;
- Include the reasons for requesting the substitution; and
- Include evidence, obtained at the Contractor's expense and satisfactory to the Engineer, that the proposed Equipment is capable of functioning as well as or better than the specified Equipment.

The Engineer will consider the Contractor's request and will provide a written response to the Contractor, either permitting or denying use of the proposed Equipment.

Permission may be granted on a trial basis to test the quality of Work actually produced, subject to the following:

- There will be no cost to the Agency, either in Contract Amount or in Contract Time;
- The permission may be withdrawn by the Engineer at any time if, in the Engineer's opinion, the Equipment is not performing in all respects equivalent to the Equipment specified in the Contract;
- If permission is withdrawn, the Contractor shall perform the remaining Work with the originally-specified Equipment; and
- The Contractor shall remove and replace non-specification work resulting from the use of the Contractor's proposed Equipment, or otherwise correct it as the Engineer directs, at no additional compensation.

(d) Substitution of Methods - The Agency encourages development of new, improved, and innovative construction methods. When the Plans or Specifications require a certain construction method for a portion of the Work, the Contractor may submit a request for a change by following the provisions of 00140.70, "Cost Reduction Proposals".

00180.32 Alternative Materials, Equipment, and Methods - Whenever the Contract authorizes certain alternative Materials, Equipment, or methods of construction for the Contractor's use to perform portions of the Work, and leaves the selection to the Contractor, the Agency does not guarantee that all listed alternative Materials, Equipment, or methods of construction can be used successfully throughout all or any part of the Work.

The Contractor shall employ only those alternatives that can be used to satisfactorily perform the Work. No additional compensation will be paid for corrective work necessitated by the Contractor's use of an inappropriate alternative.

00180.40 Limitation of Operations:

(a) In General - The Contractor shall comply with all Contract provisions and shall:

- Conduct the Work at all times so as to cause the least interference with traffic, and
- Not begin Work that may allow damage to Work already started.

(b) On-Site Work - The Contractor shall not begin On-Site Work until the Contractor has:

- Received Notice to Proceed;
- Filed with the Construction Contractors Board the public works bond as required in 00170.20;
- An approved Project Work schedule;
- An approved Traffic Control Plan;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- Met with the Engineer at the required preconstruction conference; and
- Assembled all Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work schedule.

00180.41 Project Work Schedules - The Contractor shall submit a Project Work schedule meeting the requirements of this Subsection to the Engineer. The Project Work schedule is intended to identify the sequencing of activities and time required for prosecution of the Work. The schedule is used to plan, coordinate, and control the progress of construction. Therefore, the Project Work schedule shall provide for orderly, timely, and efficient prosecution of the Work, and shall contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities. Sufficient detail shall also include all required double shifts, overtime work, or combination of both necessary to complete Contract Work within the Contract Time.

Contractor's activity related to developing, furnishing, monitoring, and updating these required schedules is Incidental.

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, Subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the Work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated Shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least 3 weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of 1 Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean-up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

One of the following Type "A", "B", or "C" schedules will be required under the Contract. The type of schedule will be identified in the Special Provisions.

(a) Type "A" Schedule - When a Type "A" schedule is required, the Contractor shall do the following:

(1) Schedule - At least 5 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer an electronic copy of the Project Work schedule, including a time-scaled bar chart and narrative, showing:

- Expected beginning and completion dates of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00221.06.

The schedule shall show detailed Work activities as follows:

- Construction activities;
- The time needed for completion of the Utility relocation work;
- Submittal and approval of Materials samples and shop drawings;
- Fabrication, installation, and testing of special Materials and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in Calendar Days; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in Calendar Days.
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

Each page of the bar chart shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch by 36 inch, using multiple sheets when needed.

Within 7 Calendar Days after the preconstruction conference, the Engineer and the Contractor shall meet to review the Project Work schedule as submitted. The Engineer will review the schedule for compliance with all Contract Time limitations and other restraints. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract. Within 10 Calendar Days of this meeting, the Contractor shall resubmit to the Engineer an electronic copy of the Project Work schedule, including required revisions.

(2) Review by the Engineer - The Project Work schedule may need revision as the Work progresses. Therefore, the Contractor shall periodically review the Project Work

schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule.

The Contractor shall compile an updated Project Work schedule incorporating any changes to the Project completion time(s). The bar chart shall reflect the updated information. The Contractor shall submit an electronic copy of the updated Project Work schedule to the Engineer within 7 Calendar Days after the meeting. The report shall include without limitation the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(b) Type "B" Schedule - When a Type "B" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - At least 5 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer an electronic copy of the time-scaled bar chart Project Work schedule showing:

- Expected beginning and completion date of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00221.06.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Schedule - In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with the current version of Microsoft Project in use by the Agency, or another scheduling program approved by the Engineer.

Detailed work schedule activities shall include the following:

- Construction activities;
- The time needed for completion of the Utility relocation work;
- Submittal and approval of Material samples and shop drawings;
- Procurement of critical Materials;

- Fabrication, installation, and testing of special Material and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in normal workdays; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of normal workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in normal workdays (every day except Saturday, Sunday, and legal holidays).
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

The bar chart drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically.

Within 10 Calendar Days after submission of the Project schedule the Engineer and the Contractor shall meet to review the Project schedule as submitted. Within 10 Days of the review meeting, the Contractor shall resubmit to the Engineer one digital copy of the Project schedule, including required revisions.

The accepted Project schedule shall represent all Work, as well as the planned sequence and time for the Work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

(c) Review with the Engineer - The Contractor shall perform ongoing review of the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the Project Work schedule.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include commencement and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it.

The Contractor shall evaluate this information and compare it with the Contractor's Project schedule. If necessary, the Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit one digital copy of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b" below.

b. Progress Report - The Contractor shall submit a progress report to the Engineer each month. The report shall include the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(c) Type "C" Schedule - When a Type "C" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - At least 5 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer one digital copy of a time-scaled bar chart Project Work schedule. The digital copy shall be compatible with the current version of Microsoft Project in use by the Agency, or another scheduling program approved by the Engineer. The initial schedule shall show:

- The expected beginning and completion date of each activity, including all stages and phases;
- The time needed for completion of the Utility relocation work; and
- The elements of the Traffic Control Plan as required under 00221.06.

A logic diagram and a time-scaled bar chart will be acceptable in lieu of a time-scaled logic diagram.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Project Work Schedule - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide the Engineer one digital copy of a detailed time-scaled critical path method (CPM) network Project Work schedule and computer analysis printout, both clearly indicating the critical path. The digital copy shall be compatible with the current version of Microsoft Project in use by the Agency or another scheduling program approved by the Engineer. The first submitted detailed time-scaled critical path method (CPM) network Project Work schedule shall also contain a listing of the quantity of Work for each activity, when appropriate, in common units of measure.

Detailed work schedule activities shall include the following:

- Construction activities;
- Any limitations of operation specified in 00180.40;
- The time needed for completion of the Utility relocation work;
- Implementation of TCP for each stage and phase;
- Submittal and approval of Material samples, mix designs, and shop drawings;
- Agency timeframes to process and return Contractor submitted plans, Working Drawings, Equipment lists and other submittals;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment;
- Duration of Work, including completion times of all stages and their sub-phases; and
- Specified cure times for all concrete elements.

The activities shall be separately identifiable by coding or use of sub-networks or both. The duration of each activity shall be verifiable and consistent with the description in the Project narrative required in (3) below.

Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. In the restraints, include those activities from any Project Work schedule that initiated the sub-network as well as those restrained by it.

The time scale used on the Contractor's detailed time-scaled critical path method (CPM) network Project Work schedule shall be appropriate for the duration of the activities and the Project duration. The time scale shall be in normal workdays, defined as every day except Saturday, Sunday and legal holidays, with calendar dates identified no less than the first and midpoint of each calendar month. The smallest unit shown shall be 1 Day. The network shall show the length of the activity or part scaled to accurately represent the number of normal workdays scheduled. Distinct symbols or graphics shall be used to show multiple shift, holiday, or weekend work.

The schedule network drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the drawings shall be on a reasonable size of paper up to a maximum of 24 inch x 36 inch, using multiple sheets when needed.

The Contractor shall include a tabulation of each activity in the computer mathematical analysis of the network diagram. The following information represents the minimum required for each activity:

- Event (node) number(s) for each activity;
- Maintain event (node) numbers throughout the Project;
- Activity description;
- Original duration of activities (in normal workdays);
- Estimated remaining duration of activities (in normal workdays);
- Earliest start date and actual start date (by calendar date);
- Earliest finish date and actual finish date (by calendar date);
- Latest start date (by calendar date);
- Latest finish date (by calendar date); and
- Slack or float time (in workdays).

Computer print-outs shall consist of at least a node sort and an "early start/total-float" sort.

Within 14 Calendar Days after submission of the detailed time-scaled critical path method (CPM) network Project Work schedule, the Engineer and the Contractor shall meet to review the detailed time-scaled critical path method (CPM) network Project Work schedule as submitted. Within 7 Calendar Days of the meeting, the Contractor shall resubmit to the Engineer one digital copy of the detailed time-scaled critical path method (CPM) network Project Work schedule, including required revisions.

This first accepted detailed time-scaled critical path method (CPM) network Project Work schedule, also called the accepted Project Work schedule, shall represent all Work, as well as the planned sequence and time for the Work. Review and acceptance of any Project Work schedules and Project narratives by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Project Narrative - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide to the Engineer a final written Project narrative that discusses the planning, coordinating, scheduling and resourcing of the Work. The Project narrative shall include the following written description:

- Plans for staging the Project.
- All critical activities.
- All near critical activities defined as those with less than 30 Days of float.
- All Subcontractor activities that are critical, near critical, and those that are greater than two weeks in duration.
- Labor resourcing, by stage and phase, to include the number of crews, average crew size and planned night/weekend shifts including that of Subcontractors.
- Equipment allocation, by stage and phase to include mobilization, demobilization and planned activities including that of Subcontractors.
- Notifications required under the Contract during each stage and phase which may include but is not limited to road closures, lanes closures, night work, cold plane Pavement removal, and pile driving.
- Provide discussion on addressing reasonably predictable weather conditions and their impact on all weather sensitive activities. Also, provide discussion on other weather limitations that may affect the Project schedule.
- Submittal and approval of material samples, mix designs, and shop drawings.
- Procurement of critical materials.
- Plans for dealing with "unique" construction items.
- Coordination of utilities and any immediate concerns for impacts/delays.
- Constructability issues.
- Cost Reduction Proposals and/or immediate requests for changes to the Specifications.
- Concerns/issues that need to be addressed within the first 90 Days following First Notification.

The accepted Project narrative shall represent all critical and near critical Work, as well as the planned sequence and time for the Work.

(4) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

a. Review with the Engineer - The Contractor shall perform ongoing review of the accepted Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the accepted Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the accepted Project Work schedule. After any

necessary action has been agreed upon, the Contractor shall make required changes to the accepted Project Work schedule and associated Project narrative. Upon acceptance by the Engineer, this will become the new accepted Project Work schedule and associated Project narrative.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include actual start and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it. The procedure for acceptance of the revised or updated Project Work schedule as the new accepted Project Work schedule will be as provided above.

The Contractor shall evaluate this information each month and compare it with the accepted Project Work schedule. The Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit, digitally and in paper, copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

b. Progress Report - Each month the Contractor shall submit a progress report and an update of the Project Work schedule to the Engineer. The report and updated schedule shall be submitted both digitally and in paper copy and shall include the following:

- A sufficient description, in narrative form, to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule;
- Proposed corrective actions;
- Proposals to keep the Project on schedule in the event of a delay; and
- Any changes to the logic as compared to the accepted Project Work schedule.

(d) Substitution of Schedules - When a Type "A" schedule is required, a Type "B" or Type "C" schedule may be substituted for the Type "A" schedule.

When a Type "B" schedule is required, a Type "C" schedule may be substituted for the Type "B" schedule.

(e) Specified Contract Time Not Superseded by Schedule Revisions - The completion dates in any Project Work schedule and any revised or updated Project Work schedules shall be within the Contract Time(s) specified for the Project, or within adjusted Contract Times approved according to 00180.80(c). Acceptance of any Project Work schedule or any revised or updated Project Work schedules shall not constitute approval of any completion dates that exceed such Contract Time(s). If the Contractor believes that additional Contract Time is due, the Contractor shall submit, with a revised Project Work schedule, a request for adjustment of Contract Time according to 00180.80(c). A request for an adjustment of Contract Time will be evaluated using the most recently accepted Project Work schedule.

(f) Float Time - Float time shown on the Project Work schedule, including any time between a Contractor's scheduled completion date and the specified Contract Time(s), does not exist for the exclusive use of either party to the Contract and belongs to the Project.

(g) Schedules Do Not Constitute Notice - Submittal of a Project Work schedule, with supporting Project narrative, does not constitute or substitute for any notice the Contractor is required under the terms of the Contract to give the Agency.

(h) Failure to Provide Schedule - The Project Work schedule is essential to the Agency. The Contractor's failure to provide the schedule, schedule information, progress reports, Project narratives, or schedule updates when required will be cause to suspend the Work, or to withhold Contract payments as necessary to protect the Agency, until the Contractor provides the required information to the Engineer.

00180.42 Preconstruction Conference - Unless otherwise approved in writing by the Engineer, before any Work is performed and within 30 Calendar Days of the Notice to Proceed, the Contractor shall meet with the Engineer for a preconstruction conference at a time mutually agreed upon.

00180.43 Commencement and Performance of Work - From the time of commencement of the Work to the time of Final Acceptance the Contractor shall:

- Provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work within the Contract Time or the adjusted Contract Time;
- Perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time;
- Not voluntarily suspend or slow down operations without prior written approval from the Engineer, and if approved submit an updated Project Work schedule according to 00180.41 that ensures completion within the Contract Time or the adjusted Contract Time; and
- Not resume suspended Work without the Engineer's written authorization.

00180.50 Contract Time to Complete Work:

(a) General - The time allowed to complete the Work or Pay Item is stipulated in the Solicitation Documents, and will be known as the "Contract Time". (See 00110.20.)

(b) Kinds of Contract Time - The Contract Time will be expressed in one or more of the following ways:

(1) Fixed Date Calculation - The calendar date on which the Work or Pay Item shall be completed; or

(2) Calendar Day Calculation - The number of Calendar Days from a specified beginning point in which the Work or Pay Item shall be completed.

(c) Beginning of Contract Time - When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the Day the Contractor begins On-Site Work as defined in 00110.20.

(d) Recording Contract Time - All Contract Time will be recorded and charged to the nearest one-half Day.

On Contracts with Calendar Day counts, the Engineer will furnish the Contractor a weekly statement of Contract Time charges. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date for the specified Work in 00180.50(h).

For Contracts with fixed completion dates for Pay Items, the Engineer will furnish the Contractor a weekly statement of Contract Time charges only after expiration of the Contract Time. The statement will show the number of Calendar Days of liquidated damages that have been assessed, if any.

These statements will include any exclusions from, or adjustments to, Contract Time.

(e) Exclusions from Contract Time - Regardless of the way Contract Time is expressed in the Contract, certain Calendar Days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing Work due to one of the following reasons, resulting in delay:

- Acts of God or Nature;
- Court orders enjoining prosecution of the Work;
- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid them, cause a shutdown of the entire Project or one or more major operations. "Strike" and "labor dispute" may include union action against the Contractor, a Subcontractor, a materials Supplier, or the Agency; or
- Suspension of the Work by written order of the Engineer for reasons other than the Contractor's failure or neglect.

(f) Time Calculation Protest - In the event the Contractor disputes the accuracy of the statement of Contract Time charges, it shall immediately contact the Engineer and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Engineer within 7 Calendar Days of the date the Engineer mailed or delivered the statement. Failure to submit a formal written protest within the 7 Calendar Day period constitutes the Contractor's approval of the time charges, or adjusted time charges, itemized in the statement.

(g) End of Contract Time - When the Engineer determines that the On-Site Work has been completed, except for the items listed below, the Engineer will issue a Second Notification.

The Second Notification will list:

- The date the time charges stopped;
- Final trimming and cleanup tasks (see 00140.90);
- Equipment to be removed from the Project Site;
- Minor corrective work not involving additional payment to be completed; and
- Submittals, including, without limitation, all required certifications, bills, forms, warranties, certificate of insurance coverage (00170.70(b)), and other documents, required to be provided to the Engineer before Third Notification will issue.

The Contractor shall complete all tasks listed in the Second Notification in an expeditious manner within the time frame proposed by the Contractor and accepted by the Engineer. Unless otherwise agreed by the Agency, failure of the Contractor to complete all tasks listed in the Second Notification within the time frame accepted, will result in the Agency rescinding the Second Notification. Counting of time charges will resume upon expiration of the accepted time frame.

(h) Contract Time – Contract completion date(s) will be shown in the Special Provisions.

00180.60 Notice of Delay - The Contractor shall notify the Engineer of any delay that will likely prevent completion of the Work or a Pay Item by the date specified in the Project Work schedule. The notice shall be in writing and shall be submitted within 7 Calendar Days of when the Contractor knew or should have known of the delay. The notice shall include, to the extent available, the following:

- The reasons or causes for the delay;
- The estimated duration of the delay and the estimated resulting cumulative delay in Contract completion;
- Except for 00180.50(e) and 00180.65 delays, whether or not the Contractor expects to request an adjustment of Contract Time due to the delay;
- Whether or not the Contractor expects to accelerate due to the delay; and
- Whether or not the Contractor expects to request additional compensation due to the delay. Except for 00180.50(e) and 00180.65 delays, failure to include this information will constitute waiver of the Contractor's right to later make such a request.

00180.65 Right-of-Way and Access Delays - Right-of-Way and access delays will be taken into consideration in adjusting Contract Time, and in approving additional compensation if the performance of the Work is delayed because of the Agency's failure to make available to the Contractor:

- Necessary Rights-of-Way;

- Agency-owned or Agency-controlled Materials sources that are offered in the Contract for the Contractor's use; or
- Access to, or rights of occupancy of, buildings and other properties the Contractor is required to enter or to disturb according to Contract requirements.

If the ending date of an anticipated delay is stated in the Special Provisions, only the delay occurring after that date will be considered for adjusting Contract Time or providing additional compensation.

00180.70 Suspension of Work:

(a) General - The Engineer has authority to suspend the Work, or part of the Work, for any of the following causes:

- Failure of the Contractor to correct unsafe conditions;
- Failure of the Contractor to carry out any provision of the Contract;
- Failure of the Contractor to carry out orders issued by the Engineer, the Agency, or any regulatory authority;
- Existence of conditions unsuitable to proper or safe performance of the Work; or
- Any reason considered by the Agency to be in the public interest.

When Work has been suspended for any reason, the Contractor shall not resume Work without the Engineer's written authorization.

(b) Contractor's Responsibilities during and after Suspension - During periods of suspension of the Work, the Contractor shall continue to be responsible for protecting and repairing the Work according to 00170.80, and for ensuring that a single designated representative responsible for the Project remains available according to 00150.40.

When Work is resumed after suspension, unless otherwise specified in the Contract, the Contractor shall perform the following at no additional compensation:

- Replace or repair any Work, Materials, and Equipment to be incorporated into the Work that was lost or damaged because of the temporary use of the Project Site by the public; and
- Remove Materials, Equipment, and temporary construction necessitated by temporary maintenance during the suspension, as directed by the Engineer.

(c) Compensation and Allowances for Suspension - Compensation and allowance of additional Contract Time due to suspension of any portion of the Work will be authorized only for Agency-initiated suspensions for reasons other than the Contractor's failure or neglect. (See 00180.50(e), 00180.65, and 00195.40.)

00180.80 Adjustment of Contract Time:

(a) General - Contract Time established for the Work will be subject to adjustment, either by increase or decrease, for causes beyond the control of the Contractor, according to the terms of this Subsection. After adjustment, the Contract Time will become, and be

designated as, the "Adjusted Contract Time". Except as provided in 00180.65 and 00195.40, an adjustment of Contract Time shall be the Contractor's only remedy for any delay arising from causes beyond the control of the Contractor.

(b) Contractor's Request Not Required - The Engineer may increase or decrease the Contract Time or the Adjusted Contract Time if Change Orders or Extra Work orders issued actually increase or decrease the amount of time required to perform the Work. The Engineer may also increase Contract Time in the event of Right-of-Way and Access delays (see 00180.65), and those delays due to causes beyond the Contractor's control specified in 00180.50(e). The Engineer will promptly inform the Contractor of adjustments made to Contract Time according to this Subsection, and will include the reasons for adjustment.

If the Agency anticipates delay during performance of the Contract, and specifies its expected duration in the Special Provisions, the Engineer will only consider additional delay beyond the stipulated duration in determining whether to adjust Contract Time.

(c) Contractor's Request Required - In the event the Contractor believes that additional Contract Time is due, the Contractor shall submit to the Engineer a timely request for adjustment of Contract Time. The Engineer will not consider untimely requests. The Agency regards as timely only those requests for adjustment of Contract Time that:

- Accompany a proposed revised Project Work schedule submitted according to 00180.41, for comparison with the last revision of the Project Work schedule; or
- Are not otherwise deemed waived and are submitted within 45 Calendar Days after the date of Second Notification for a Federal-aid Project or within 15 Calendar Days after the date of Second Notification for a project that is not a Federal-aid Project, if Second Notification has been issued.

The Engineer will not grant an adjustment of Contract Time for events that occurred prior to the date of the last revision of the Project Work schedule. The Engineer will not authorize, nor the Agency pay, acceleration costs incurred by the Contractor prior to its submittal of a request for adjustment of Contract Time to which the acceleration costs relate.

The Contractor's request for adjustment of Contract Time shall be submitted to the Engineer on a form provided by, or in a format acceptable to, the Engineer, and shall include a copy of the written notice required under 00180.60. The request shall include without limitation:

- Consent of the Contractor's Surety if the request totals more than 30 Calendar Days of additional Contract Time;
- Sufficient detail for the Engineer to evaluate the asserted justification for the amount of additional Contract Time requested;
- The cause of each delay for which additional Contract Time is requested, together with supporting analysis and data;
- Reference to the Contract provision allowing Contract Time adjustment for each cause of delay;

- The actual or expected duration of delay resulting from each cause of delay, expressed in Calendar Days; and
- A schedule analysis based on the current approved Project Work schedule for each cause of delay, indicating which activities are involved and their impact on Contract completion.

(d) Basis for Adjustment of Contract Time - In the adjustment of Contract Time, the Engineer will consider causes that include, but are not limited to:

- Failure of the Agency to submit the Contract and bond forms to the Contractor for execution within the time stated in 00130.50, or to submit the Notice to Proceed within the time stated in 00130.90;
- Errors, changes, or omissions in the Supplemental Drawings, quantities, or Specifications;
- Performance of Extra Work;
- Failure of the Agency or Entities acting for the Agency to act promptly in carrying out Contract duties and obligations;
- Acts or omissions of the Agency or Entities acting for the Agency that result in unreasonable delay referenced in 00195.40;
- Causes cited in 00180.50(e); and
- Right-of-way and access delays referenced in 00180.65.

The Engineer will not consider requests for adjustment of Contract Time based on any of the following:

- Contentions that insufficient Contract Time was originally specified in the Contract;
- Delays that do not affect the specified or Adjusted Contract Time;
- Delays that affect the Contractor's planned early completion, but that do not affect the specified or adjusted Contract Time;
- Shortage or inadequacy of Materials, Equipment or labor;
- Work stoppage required by the Engineer to determine the extent of Work defects;
- Time for the Contractor to correct the Work defects from date of notification of the defects until the correction Work is completed and has been approved by the Engineer;
- Late delivery of Materials and Equipment to be incorporated into the Work, except under those conditions referenced in 00180.50(e);
- Different area of Material source in 00160.40(a);
- Substitution of Equipment in 00180.31(c);
- Reasonably predictable weather conditions: For Fixed Date Contracts, normally expected inclement weather conditions are considered in the Engineer’s selection of the completion date, and time extensions will only be considered for reasons shown in 00180.50(e) and for weather conditions which in the opinion of the Engineer have an extraordinarily low statistical probability. Low statistical probability will be determined using historical weather data from a government

website for the previous 10 years in which weather that occurs within 7 years of the 10-year period is considered reasonable and predictable; or

- Other matters within the Contractor's control or Contract responsibility.

(e) Consideration and Response by Agency - The Engineer will only consider a Contractor's request for Contract Time adjustment submitted according to the requirements of 00180.80(c). The Engineer may elect not to consider claimed delays that do not affect the specified or adjusted Contract Time required to complete the Work.

The Engineer may adjust Contract Time for causes not specifically identified by the Contractor in its request.

The Engineer will review a properly submitted request for Contract Time adjustment, and within a reasonable time will advise the Contractor of the Engineer's findings. If the Contractor disagrees with the Engineer's findings, the Contractor may request review according to the procedure specified in 00199.40.

00180.85 Failure to Complete on Time; Liquidated Damages:

(a) Time is of the Essence - Time is of the essence in the Contractor's performance of the Contract. It is essential and in the public interest that the Contractor prosecute the Work vigorously to Contract completion and within Contract Time or adjusted Contract Time.

The Agency does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time or adjusted Contract Time has expired.

(b) Liquidated Damages - Delays in the Contractor's performance of the Work will cause the Agency to sustain damages; increase risk to, inconvenience, and interfere with the traveling public and commerce; and increase costs to taxpayers. Because the Agency finds it is unduly burdensome and difficult to demonstrate the exact dollar value of such damages, the Contractor agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount(s) determined as specified below for each Calendar Day the Work remains incomplete after the expiration of the Contract Time or adjusted Contract Time applicable to that Work. The liquidated damages shall constitute payment in full only of damages incurred by the Agency due to the Contractor's failure to complete the Work on time.

Payment by the Contractor of liquidated damages does not release the Contractor from its obligation to fully and timely perform the Contract according to its terms. Nor does acceptance of liquidated damages by the Agency constitute a waiver of the Agency's right to collect any additional damages it may sustain by reason of the Contractor's failure to fully perform the Contract according to its terms.

If the Contract is terminated according to 00180.90(a), and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the Work.

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be shown in the Special Provisions.

00180.90 Termination of Contract and Substituted Performance:

(a) Termination for Default - Termination of the Contract for default may result if the Contractor:

- Fails to comply with the requirements for records;
- Violates any material provision of the Contract;
- Disregards applicable laws and regulations or the Engineer's instructions;
- Refuses or fails to supply enough Materials, Equipment or skilled workers for prosecution of the Work in compliance with the Contract;
- Fails to make prompt payment to Subcontractors;
- Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the Contract termination; or
- Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the Agency, upon demand the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the Agency because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the terms of 00195.50, except that the Engineer will be entitled to withhold sufficient funds to cover costs incurred by the Agency as a result of the termination. Final payment to the Contractor will be made according to the provisions of Section 00195.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for public convenience.

(b) Substituted Performance - According to the Agency's procedures, and upon the Engineer's recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety at least 10 Calendar Days' written notice, may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of Materials on the Project Site;
- Take possession of Materials not on the Project Site, for which the Contractor received progress payments under 00195.50;
- Take possession of Equipment on the Project Site that is to be incorporated into the Work;
- Take possession of Equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments under 00195.50; and
- Finish the Work by whatever method the Agency deems expedient.

If, within the 10 Calendar Day notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

(c) Termination for Public Convenience - The Engineer may terminate the Contract for convenience in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.

The Engineer will provide the Contractor and the Contractor's Surety 7 Calendar Days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Agency as a result of defective, unacceptable or unauthorized Work completed or performed.

Compensation for Work terminated by the Engineer under this provision will be determined according to the provisions of 00195.70(b).

Section 00190 - Measurement of Pay Quantities

Description

00190.00 Scope - The Engineer will measure pay quantities for accepted Work according to the United States standard measure unless otherwise provided in the Contract. Unless otherwise specified in the Contract, the Engineer will round off all quantity computations using the following convention:

- The final significant digit will not be changed when the succeeding digit is less than 5.

- The final significant digit will be increased by one when the succeeding digit is 5 or greater.

The measurement provisions contained in the Specifications for each Pay Item will supplement or modify the above convention by:

- Imposing measurement limitations
- Describing measurement or computation procedures
- Giving conversion factors or adjustment conditions
- Providing for determination of reasonably accurate and representative Pay Item quantities

Measurements required or allowed to be made by the Contractor will be subject to the Engineer's verification. The Engineer's decision about measurement is final.

00190.10 Measurement Guidelines - Measurement of quantities will be made on the following bases, unless otherwise specified in the Contract:

(a) Unit Basis - Unit will be each, unless otherwise specified in the Contract and will be determined by actual count of units in place.

(b) Length Basis - Length will be feet or mile, unless otherwise specified in the Contract and will be determined by measuring the length at least to the nearest 0.1 foot or at least to the nearest 0.1 mile, as applicable, unless otherwise specified in the Contract. Measurements will be limited to the dimensions shown or specified, or as directed by the Engineer.

(c) Area Basis - Area will be square foot, square yard, or acre, unless otherwise specified in the Contract and will be determined by measuring the width and the length (or height) at least to the nearest 0.1 foot and computed at least to the nearest 0.1 square foot, nearest 0.1 square yard, or nearest 0.1 acre, as applicable, unless otherwise specified in the Contract.

(d) Weight Basis - Weight will be pound or Ton, unless otherwise specified in the Contract and will be determined as follows:

(1) Pound - Pound weight will be determined by the net weight identified on the manufacturer's packaged labels, subject to periodic check weighing. Weight by pound will be measured at least to the nearest 1.0 pound unless otherwise specified in the Contract.

Provide a certificate with each shipment together with a certified copy of the weight of each delivery. If the check weight is less than the manufacturer weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

(2) Ton - Ton weight will be determined on Contractor-provided scales as required under 00190.20 unless otherwise allowed by the Specifications. Weight by Ton will be measured at least to the nearest 0.01 Ton unless otherwise specified in the Contract.

If bituminous materials, portland cement, lime, and similar bulk Materials are shipped by truck or rail, the Supplier's shipping invoice with net scale weights, or volumes converted to weights, may be used for Pay Item quantity determination in place of weights determined on the Contractor-provided vehicle scales.

Shipping invoice weights of the Supplier's truck or transport shall be subject to periodic check weighing on the Contractor's vehicle scales, or other scales designated, according to 00190.20. If the check weight is less than the Supplier weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

No payment will be made:

- For quantities in excess of the Supplier weight
- When Materials have been lost, wasted, or otherwise not incorporated into the Work
- For additional hauling costs resulting from the check weighing

(e) Volume Basis - Volume will be cubic yard truck measure or in-place measure, gallons, foot board measure (FBM), or thousand foot board measure (MFBM), unless otherwise specified in the Contract and will be measured at least to the nearest 0.1 cubic yard, nearest 1.0 gallon, nearest 0.1 FBM, or nearest 0.1 MFBM, as applicable, unless otherwise specified in the Contract.

Truck measure will be the measured and calculated maximum "water level" capacity of the vehicle. Quantities will be determined at the point of delivery, with no allowance for settlement of Material during transit. When required to facilitate measurement, the vehicle load shall be leveled at the point of delivery. Payment will not be made for Material in excess of the maximum "water level" capacity. Deductions will be made for loads below the maximum "water level" capacity.

When bituminous materials are measured by volume, the volume will be measured at 60 °F or will be corrected to the volume at 60 °F using the correction factors found in the MFTP (ODOT TM 321).

(f) Time Basis - Time will be hour, Day, or year, unless otherwise specified in the Contract, and will be measured to at least the nearest 0.5 hour, nearest 1.0 Day, or nearest 1.0 year, as applicable, unless otherwise specified in the Contract.

(g) Standard Manufactured Items - If standard manufactured items, such as fence, wire, plates, rolled shapes, pipe, conduit and other similar items are specified in the Contract by properties such as gauge, unit weight, or section dimensions, the manufacturing tolerances established by the industry involved will be accepted unless more stringent tolerances are cited in the Contract.

(h) Lump Sum Basis - Lump sum, when used, means the Work described shall be completed and accepted without measurement unless changes are ordered in writing by the Engineer. If estimated quantities of the Work to be performed are listed in the Special Provisions, they provide only a basis for adjusting payment amounts. Estimated quantities are approximate only, and are made from a reasonable interpretation of the Contract

Documents. Computations based on the details and dimensions shown on the Contract Documents are not guaranteed to equal estimated quantities.

If the Agency issues no Change Order, the Agency will make no pay adjustment for quantities based on the Contractor's computations that overrun or underrun the estimated quantities.

If the Agency issues Change Orders for changes in the Work, the Engineer will measure such changes according to the standards set by 00195.20 to determine adjustment of payment.

00190.20 Contractor to Provide Vehicle Weigh Scales:

(a) General - If the Specifications require measurement by weighing on vehicle weigh scales, the Contractor shall provide vehicle weigh scales and shall transport Materials to the scales. Subject to the Engineer's approval, weights may be determined by plant or hopper scales according to 00190.30.

Contractor-provided scales shall be furnished, installed and maintained by the Contractor or its Supplier, or, subject to the Engineer's approval, may be commercial scales located in the vicinity of the Project.

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

(b) Requirements - The scales shall conform to ORS Chapter 618, or the laws of the state in which they are located, and NIST Handbook 44, and shall be:

- Licensed by the Oregon Department of Agriculture, or by the analogous regulatory body for scales located outside the State;
- Technically suitable for weighing the Materials;
- Properly installed and maintained; and
- Accurate to the required tolerances.

The weight of any Materials weighed by anyone other than the Engineer will be subject to check weighing as the Engineer directs.

(c) Approaches - Vehicle scale approaches shall be:

- At each end of the scale platform;
- Straight and in line with the platform; and
- Long enough to accommodate combination vehicles longer than the scale platform so that they are level and allow release of brakes before weighing.

(d) Inspections - Contractor shall have all scales certified, that is inspected and their accuracy tested, by the Oregon Department of Agriculture, an analogous regulatory body for scales located outside the State, or a scale service company, as follows:

- Before use if installed at a new site;
- 60 Calendar Days after initial inspection;
- As otherwise required by the Oregon Department of Agriculture, or an analogous regulatory body for scales located outside the State; and
- When the Engineer directs additional inspections.

No Materials weighed on scales without current certifications according to this Subsection will be accepted. The Contractor shall provide a copy of all required certifications to the Engineer.

Testing by a scale service company within the State of Oregon shall comply with ORS Chapter 618.

If additional inspections directed by the Engineer confirm that the scale accuracy is within the required tolerances, the Agency will pay the cost for inspecting and testing the scales. If the scale accuracy is not within these tolerances, the Contractor shall pay the cost for inspecting and testing the scales.

(e) Inspection Results - If an inspection indicates the scales have been under-weighing (indicating less than the true weight), the Agency will make no additional payment to the Contractor for Materials previously weighed.

If an inspection indicates the scales have been over-weighing (indicating more than the true weight), the weights will be reduced for Materials received after the time the Engineer determines the overweighing began or, if that is not possible, after the last acceptable certification of the scales. The reduction will be the amount of error in excess of the 0.2% maintenance tolerance allowed in the Contract.

(f) Contractor-Provided Weigh Technician - The Contractor shall provide a technician to operate Contractor-provided vehicle weigh scales. The Agency may observe procedures and require check weighing according to the following:

(1) Scale with Automatic Printer - If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30-mile round trip from the regular haul route, the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including, without limitation, the use of other scales.

When 2,000 Tons or less of all types of Materials are received from a scale, check weighing will be at the discretion of the Engineer.

The Contractor shall make at least one check weighing on projects where more than 2,000 Tons of all types of Materials are received from a scale. If more than 50 Tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least once every ten Days on which more than 50 Tons is received or at each interval that 10,000 Tons has been weighed, whichever occurs first, or as directed by the Engineer. The check weighing frequency does not apply to total quantities less than 2,000 Tons of all types of Materials from a scale. The Contractor shall provide the Engineer with the results of the check weighing.

(2) Scale Without Automatic Printer - If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of their intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30-mile round trip from the regular haul route, the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs for check weighings will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including, without limitation, the use of other scales.

If more than 50 Tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth Day on which more than 50 Tons is received or at each interval that 10,000 Tons has been weighed, whichever occurs first, or as directed by the Engineer. The Contractor shall make at least one check weighing on all projects where Materials are received from a scale without an automatic printer. The Contractor shall provide the Engineer with the results of the check weighing.

(3) Duties of Weigh Technician - The Contractor's weigh technician shall:

- Determine twice a Day, or as otherwise directed by the Engineer, the empty haul weights (tare weights) of hauling vehicles, unless vehicles are tared before each load;
- Furnish daily a listing of the tare weights if 10 or more loads are hauled during that Day;
- Furnish a note listing the net weight for each consecutive ten loads with the following load;

- Furnish a daily listing of the net weights and total weight for each type of Material hauled during that Day; and
- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
  - Capable of recording and securely retaining the same required “weigh memo” information identified above. For retention see 00170.07(c).
  - Fully integrated with the provided weigh scale system.
  - Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
  - Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise accesses the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
  - Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

(g) Agency-Provided Weigh Technician - If the Contractor provides vehicle weigh scales without a weigh technician meeting the requirements of this Subsection, the Agency will provide a weigh technician at the Contractor's expense. The hourly cost for the weigh technician will be as stated in the Special Provisions. The Contractor shall provide a weighhouse for the weigh technician as specified in the Special Provisions. The Agency's weigh technician will:

- Determine tare weights;
- Prepare weigh memos for each load;
- Compile the weigh records; and
- Not participate in the production of Materials or the loading of haul vehicles.

00190.30 Plant Scales - The Contractor, with the Engineer's written approval, may weigh plant-mixed Materials on scales that have either:

- An automatic weight batching and mixing control printer system; or

- A weigh hopper printer system.

If approved by the Engineer, an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

Any additional costs resulting from the use of these scales shall be borne by the Contractor. Check weighing will be done according to 00190.20(f).

Except for 00190.20(c) regarding approaches, the Contractor's use of plant scales shall comply with all provisions of 00190.20.

The Engineer's approval for the Contractor's use of plant scales to determine pay weights will be rescinded if check weighing or scale inspections indicate the scales do not consistently determine weights within the tolerances allowed by state law.

Section 00195 - Payment

Description

00195.00 Scope and Limit:

(a) General - The Agency will pay only for measured Pay Item quantities incorporated into the Work or performed according to the terms of the Contract. The Contractor understands and agrees that Pay Item quantities listed in the Schedule of Items do not govern payment.

Payment constitutes full compensation to the Contractor for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work; and for risk, loss, damage, and expense arising from the nature or prosecution of the Work or from the action of the elements, subject to the provisions of 00170.80. The Contractor shall include the costs of bonds and insurance for the Project in the unit price for each Pay Item of Work to be performed.

(b) Essential or Incidental Materials or Work - When the Specifications state that the unit price for a Pay Item is compensation for certain Materials or Work essential or Incidental to the Pay Item, the same Materials or Work will not be measured or paid under any other Pay Item.

Provisions and Requirements

00195.10 Asphalt Cement Material Price Escalation/De-escalation - On certain projects, as identified in the Special Provisions, an asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) is established by ODOT each month. For the actual MACMP, go to the ODOT website at:

https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx

The MACMP is based on selling prices of asphalt cement published by Poten & Partners, Inc. for primarily PG 64-22 paving grades in the Portland, Oregon area. The MACMP for a given month is the average of the weekly published prices reported each Friday in that month.

The asphalt content will be according to the approved Job Mix Formula (JMF) for the asphalt concrete placed. The price adjustment will be entered as the quantity for the item "ACP Material Price Adjustment".

If the weekly prices cease to be available from Poten & Partners, Inc. for any reason, ODOT, in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The Agency does not guarantee that asphalt cement will be available at the MACMP.

(b) Base Asphalt Cement Material Price (Base) - The base asphalt cement material price is the MACMP published on the ODOT website for the month immediately preceding the Bid Opening date.

(c) Monthly Asphalt Cement Adjustment Factor - The monthly asphalt cement adjustment factor will be determined each month as follows:

- If the MACMP is within ± 5% of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

  Adjustment Factor = (MACMP) - (1.05 x Base)

- If the MACMP is less than 95% of the Base, then:

  Adjustment Factor = (MACMP) - (0.95 x Base)

(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

Pay Item(s)

_____ Asphalt in _____ ACP
Emulsified Asphalt in Fog Coat
Emulsified Asphalt for Tack Coat
Asphalt in Emulsified Asphalt Chip Seal

Asphalt in Multiple Application Emulsified Asphalt Surface Treatment
Emulsified Asphalt in Mixture
Recycling Agent

00195.20 Changes to Plans or Character of Work:

(a) Insignificant Changed Work - If the changes made under 00140.30 do not significantly change the character or unit cost of the Work to be performed under the Contract, the Agency will pay for such Work at the Pay Item price.

If the Work involved in the change is measured on a lump sum basis and its character is not significantly changed, payment for the Changed Work will be determined:

- As described in the applicable Section of the Specifications;
- If not described there, on a theoretical unit price determined by dividing the Contractor's lump sum price by the estimated quantity of the Pay Item listed in the Special Provisions; or
- If neither of the above apply, the Engineer will make an equitable adjustment.

(b) Significant Changed Work - If the changes made under 00140.30 significantly alter the character, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. Adjustments will exclude any loss of anticipated profits. The parties shall agree upon the basis for payment and the amount of adjustment prior to the Contractor commencing the Changed Work. If the basis and amount cannot be agreed upon, the Engineer will make an equitable adjustment, which may increase or decrease the Contract Amount and Contract Time.

Any such adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work. This does not limit the application of Section 00199.

The term "Significant Changed Work" shall apply only to that circumstance in which the character of the Work, as changed, differs materially in kind, nature, or unit cost from that involved or included in the originally proposed construction.

00195.30 Differing Site Conditions - Upon written notification, as required in 00140.40, the Engineer will investigate the identified conditions. If the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required to perform any Work under the Contract, an adjustment in the Contract Amount or Contract Time, excluding loss of anticipated profits, will be made, and the Contract modified accordingly, in writing. The Engineer will notify the Contractor as to whether or not an adjustment of the Contract is warranted.

No Contract adjustment which benefits the Contractor will be allowed unless the Contractor has provided the required written notice. Any such adjustments will be made according to 00195.20.

00195.40 Unreasonable Delay by the Agency - If the Contractor believes that performance of all or any portion of the Work is suspended, delayed, or interrupted for an unreasonable period of time in excess of that originally anticipated or customary in the construction industry, due to acts or omissions of the Agency, or persons acting for the Agency, and that additional compensation, Contract Time, or both, are due the Contractor because of the suspension, delay or interruption, the Contractor shall immediately file a written notice of delay according to 00180.60. The Contractor shall then promptly submit a properly supported request for any additional compensation, Contract Time, or both, according to the applicable provisions in 00180.60 through 00180.80 and Section 00199.

The Engineer will promptly evaluate a properly submitted request for additional compensation. If the Engineer determines that the delay was unreasonable, and that the cost required for the Contractor to perform the Contract has increased as a result of the unreasonable suspension, delay or interruption, the Engineer will make an equitable adjustment, excluding profit, and modify the Contract in writing accordingly. The Engineer will notify the Contractor of the determination and whether an adjustment to the Contract is warranted.

Under this provision, no Contract adjustment will be allowed:

- Unless the Contractor has provided the written notice required by 00180.60;
- For costs incurred more than 10 Calendar Days before the Engineer receives the Contractor's properly submitted written request;
- For any portion of a delay that the Engineer deems to be a reasonable delay, or for which an adjustment is provided for or excluded under other terms of the Contract; or
- To the extent that performance would nevertheless have been suspended, delayed or interrupted by causes other than those described in this Subsection.

00195.50 Progress Payments and Retained Amounts:

(a) Progress Payments - The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

If the estimated amount due the Contractor for any given month is less than $1,000, the Agency will make no payment for that month unless requested by the Contractor.

(1) Progress Estimates - At the same time each month, to be determined at the Preconstruction Conference, the Engineer will make an estimate of the amount and value of Pay Item Work completed. The amount of Work completed will be the sum of the estimated number of units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

The estimated value of the Work completed will then be determined by using the Contract unit price for unit price Pay Items, and by using one of the following methods to determine the value of the lump sum Pay Items:

- The "theoretical unit price", when the Special Provisions contain an estimated number of units;
- A Contractor-submitted, Engineer-approved Schedule of Values, when there is no theoretical unit price available; or
- Engineer's determination, when there is neither an available theoretical unit price, nor an approved, Contractor-submitted Schedule of Values.

The amounts to be allowed for lump sum Pay Items in progress payments will not exceed the reasonable value of the Work performed, as determined by the Engineer.

Incidentals such as formwork, falsework, shoring, and cribbing shall be included in the unit prices for the various Pay Items requiring their use, unless specified as a separate Pay Item. No payment will be made for Pay Items that include Incidentals until units or portions of such Pay Item Work are in place and completed. The costs of Incidentals will be paid in proportion to the percentage of Pay Item Work completed.

(2) Value of Materials on Hand - The Engineer will also make an estimate of the amount and value of acceptable Materials on hand, (i.e., already delivered and stored) according to 00195.60(a), to be incorporated into the Work.

(3) Value of Work Accomplished - The sum of the values in (1) and (2) above will be collectively referred to in this Subsection as the "value of Work accomplished", subject to (4) below.

(4) Limitations on Value of Work Accomplished - In determining the "value of Work accomplished", the Engineer's estimate will be based on the unit prices for the various Pay Items. Any amounts not included in progress payments due to substantial mathematical unbalancing of Pay Item prices will be included in the final payment issued according to 00195.90(b).

(5) Reductions to Progress Payments - With each progress payment, the Contractor will receive a Contract payment voucher and summary setting forth the value of Work accomplished reduced by the following:

- Amounts previously paid;
- Amounts deductible or owed to the Agency for any cause specified in the Contract;
- Additional amounts retained to protect the Agency's interests according to Subsection (e) below.

(b) Retainage - The Agency reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, the amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in

one of the forms specified in Subsection (c) below. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

As provided in 00170.65(b)(3) in addition to any retainage, a withholding of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

(c) Forms of Retainage - If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A Method 1, the Agency may recover such costs from the Contractor by a reduction of the final payment.

(1) Cash, Alternate A - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

a. **Method 1 (Contracts over $500,000)** – Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing escrow account as required by ORS 279C.570(2). Unless another form of retainage is agreed to by the Agency as provided in this subsection, the Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Agency may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Agency's advance written authorization. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

b. **Method 2** – Except as otherwise provided, for a contract that is $500,000 or less, the Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company or savings association as provided under ORS 279C.560(5). For a contract over $500,000, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use Method 2 under "Cash, Alternate A" in this Subsection.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

(2) Cash, Alternate B (Retainage Surety Bond) - Upon receipt of an approved retainage surety bond, the Agency will limit the amount of cash retainage withheld to $10,000, which will be deposited in an interest-bearing account as described in (1)b above. The surety bond must be in the bond form provided by the Agency. The bond must be provided by the same Surety that provides the Performance and Payment Bonds.

If the Contractor elects this form of retainage, the Agency will withhold from progress payments up to 5% of the value of the Work accomplished as cash retainage until the retained amount equals $10,000. After that amount is retained, no further cash retainage will be withheld until the additional required retainage that would have been withheld exceeds the face amount of the retainage surety bond provided. Thereafter, retainage will be withheld from progress payments according to these Specifications.

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor shall be released to the Contractor according to 00195.50(d).

(3) Bonds, Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including, but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

(d) Reduction of Retainage - As the Work progresses, the amounts to be retained under (b) of this Subsection are subject to reduction in the Engineer's sole discretion. Retainage reductions will be considered only as follows:

- When the Work is 97.5% or more completed, the Engineer may, without application by the Contractor, reduce the retained amount to 100% of the value of the Work remaining.
- For a project funded by the FHWA, when a subcontractor has satisfactorily completed all of its Work, it may request release of retainage for that Work from the Contractor. The Contractor shall request reduction of retainage in the amount withheld for the subcontractor's Work after certifying to the Agency that the subcontractor's Work is complete and that all contractual requirements pertaining to the subcontractor's Work have been satisfied. Within 60 Calendar Days of the end of the month in which the Agency receives the Contractor's certification regarding the subcontractor's Work, the Agency will either notify the Contractor of any deficiencies which require completion before release of retainage, or verify that the subcontractor's Work complies with the Contract and release all retainage for that Work with the next scheduled progress payment. Within 10 Calendar Days of receipt of retainage, the Contractor shall pay to the subcontractor all such retainage released except for latent defects or warranty.

The Agency will only release retainage for satisfactorily completed portions of the Work represented by Pay Items in the Schedule of Items, or by Pay Items added by Change Order. Work not represented by a Pay Item, but which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

If retainage has been reduced or eliminated, the Agency reserves the right to protect its interests by retaining amounts from further progress payments at the rates provided in 00195.50(b).

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

(e) Withholding Payments - The Engineer may withhold such amounts from progress payments or final payment as may reasonably protect the Agency's interests until the Contractor has:

- Complied with all orders and directives issued by the Engineer under or pursuant to the Contract;
- Corrected or cured its failure to comply with the Contract; and
- Satisfied all legal actions filed against the Agency, the Agency's governing body and its members, and Agency employees that the Contractor is obliged to defend. (See 00170.72).

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will withhold 25% of any amount earned as required in 00170.65.

(f) Prompt Payment Policy - Payments shall be made promptly according to ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

00195.60 Advance Allowance for Materials on Hand:

(a) General - If the total value of Materials on hand is at least $1,000, or the total value of a single class of Materials on hand is at least $500, the Engineer may authorize an advance allowance for the Materials in the progress payments. The Agency will not make advance allowances on the Materials unless the following three conditions are satisfied:

(1) Request for Advance Allowance - If Materials on hand meet the requirement of (2) below, an advance allowance will be made if:

- A written request for advance allowance for Materials on hand has been received by the Engineer at least 5 Calendar Days before the pay period cutoff date; and
- The request is accompanied by written consent of the Contractor's Surety, if required by the Agency.

(2) Stored or Stockpiled Conditions - The Materials shall have been delivered and/or acceptably stored or stockpiled according to the Specifications and as follows:

- At the Project Site;
- On Agency-owned property;
- On property in the State of Oregon on which the property owner has authorized storage in writing. The written authorization must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency; or
- On property outside the State of Oregon on which the property owner has authorized storage in writing, provided that such storage location is allowed by the Special Provisions or authorized in writing by the Engineer. The permit must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency.

To be eligible for advance allowance, the Materials shall:

- Meet Specification requirements;
- Have the required Materials conformance and quality compliance documents on file with the Engineer (see Section 00165);
- Be in a form ready for incorporation into the permanent Work; and
- Be clearly marked and identified as being specifically fabricated, or produced, and reserved for use on the Project.

(3) Responsibility for Protection - The Contractor has full control and responsibility for the protection of Materials on hand from the elements and against damage, loss, theft, or other impairment until the entire Project has been completed and accepted by the Agency.

If Materials are damaged, lost, stolen, or otherwise impaired while stored, the monetary value advanced for them, if any, will be deducted from the next progress payment.

If these conditions in 00195.60(a)(1) through 00195.60(a)(3) have been satisfied, the amount of advance allowance, less the retainage described in 00195.50, will be determined by one of the following methods as elected by the Engineer:

- Net cost to the Contractor of the Materials, f.o.b. the Project Site or other approved site; or
- Price (or portion of it attributable to the Materials), less the cost of incorporating the Materials into the Project, as estimated by the Engineer.

(b) Proof of Payment - The Contractor shall provide the Engineer with proof of payment to the Suppliers for purchased Materials within 30 Calendar Days of the date of the progress payment that includes the advance allowance.

If proof of payment is not provided, sums advanced will be deducted from future progress payments, and the Engineer will not approve further prepayment advance allowance requests.

(c) Terminated Contract - If the Contract is terminated, the Contractor shall provide the Agency immediate possession of all Materials for which advance allowances have been received, as provided above. If, for any reason, immediate possession of the Materials cannot be provided, the Contractor shall immediately refund to the Agency the total amount advanced for the Materials. The Agency may deduct any amount not so refunded from final payment.

00195.70 Payment under Terminated Contract - Payment for Work performed under a Contract that is terminated according to the provisions of 00180.90 will be determined under (a) or (b) of this Subsection.

(a) Termination for Default - Upon termination of the Contract for the Contractor's default, the Agency will make no further payment until the Project has been completed. The Agency will make progress payments to the party to whom the Contract is assigned, but may withhold an amount sufficient to cover anticipated Agency costs, as determined by the Engineer, to complete the Project.

Upon completion of the Project, the Engineer will determine the total amount that the defaulting Contractor would have been entitled to receive for the Work, under the terms of the Contract, had the Contractor completed the Work (the "cost of the completed Work").

If the cost of the completed Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work,

including, without limitation, expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety.

If the expense incurred by the Agency in completing the Work exceeds the Contract Amount, the Contractor or the Contractor's Surety shall pay to the Agency the amount of the excess expense.

The Engineer will determine the expense incurred by the Agency and the total amount of Agency damage resulting from the Contractor's default. That determination will be final as provided in 00150.00.

If a termination for default is determined by a court of competent jurisdiction to be unjustified, it shall be deemed a termination for public convenience, and payment to the Contractor will be made as provided in Subsection (b) below.

(b) Termination for Public Convenience:

(1) General - Full or partial termination of the Contract shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

(2) Mobilization - If mobilization is not a separate Pay Item, and payment is not otherwise provided for under the Contract, the Agency may pay the Contractor for mobilization expenses, including moving Equipment to and from the Project Site. If allowed, payment of mobilization expenses will be based on cost documentation submitted by the Contractor to the Engineer.

(3) All Other Work - The Agency will pay the Contractor at the unit price for the number of Pay Item units of completed, accepted Work. For units of Pay Items partially completed, payment will be as mutually agreed, or, if not agreed, as the Engineer determines to be fair and equitable. No claim for loss of anticipated profits will be allowed. The Agency will purchase Materials left on hand according to 00195.80.

00195.80 Allowance for Materials Left on Hand:

(a) Purchase of Unused Materials - If Materials are delivered to the Project Site, or otherwise acceptably stored at the order of the Engineer, but not incorporated into the Work due to complete or partial elimination of Pay Items, changes in Plans, or termination of the Contract for public convenience according to 00180.90, and it is not commercially feasible for the Contractor to return them for credit or otherwise dispose of them on the open market; the Agency will purchase them according to the formula and conditions specified in Subsection (b) below.

(b) Purchase Formula and Conditions:

(1) Formula - The Agency will apply the following formula in determining the Contractor's allowance for Materials left on hand:

Contractor's Actual Cost, plus 5% Overhead Allowance, minus Advance Allowances under 00195.60, but no markup or profit.

(2) Conditions - The Agency will not purchase the Contractor's Materials left on hand unless the Contractor satisfies the following conditions:

- Requests the Agency's purchase of unused Materials;
- Shows acquisition of the Materials according to 00160.10;
- Shows that the Materials were acquired prior to the Agency change or termination;
- Shows that the Materials meet Specifications;
- Provides receipts, bills and other records of actual cost of Materials delivered to the designated delivery points; and
- Demonstrates to the satisfaction of the Engineer that the Materials cannot be returned for credit or otherwise disposed of on the open market.

00195.90 Final Payment:

(a) Final Estimate - As soon as practicable after Final Inspection of the Project, as provided in 00150.90, the Engineer will prepare a final estimate of the quantities of the Pay Items completed. With this estimate of quantities as a base, the total amount due the Contractor will be determined according to the terms of the Contract, including, without limitation, any amounts due for Extra Work performed.

(b) Final Payment - The amount of final payment will be the difference between the total amount due the Contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

After computation of the final amount due, and after Final Acceptance of the Project, final payment will be mailed to the Contractor's last known address as shown in the records of the Agency.

Beginning 30 Calendar Days after the date of Third Notification, interest will begin to accrue at the rate established by ORS 279C.570 on any money due and payable to the Contractor as final payment, determined as described above. No interest will be paid on money withheld due to outstanding amounts owed by the Contractor under the provisions of 00170.10.

(c) No Waiver of Right to Make Adjustment - The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;

- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

00195.95 Error in Final Quantities and Amounts:

(a) Request for Correction of Compensation - If the Contractor believes the quantities and amounts detailed in the final Contract payment voucher, prepared by the Engineer according to 00195.90, to be incorrect, the Contractor shall submit an itemized statement to the Engineer detailing all proposed corrections.

This statement must be submitted to the Engineer within 90 Calendar Days from the date the voucher was mailed to the Contractor, according to 00195.90(b). Any request for compensation not submitted and supported by an itemized statement within the 90 Calendar Day period will not be paid by the Agency. This does not limit the application of Section 00199.

(b) Acceptance or Rejection of Request:

(1) Consideration of Request - The Engineer will consider and investigate the Contractor's request for correction of compensation submitted according to 00195.95(a), and will promptly advise the Contractor of acceptance or rejection of the request in full or in part.

(2) Acceptance of Request - If the Engineer accepts the Contractor's request(s) in full or in part, the Engineer will prepare a post-final Contract payment voucher, including all accepted corrections, and will forward it to the Contractor.

(3) Rejection of Request - If the Engineer rejects the request(s) in full, the Engineer will issue a written notice of rejection and mail it to the Contractor.

(4) Contractor Objection to Revised Voucher or Notice of Rejection - If the Contractor disagrees with the revised voucher or notice of rejection, the Contractor may request review according to the procedure specified in 00199.40. If the Contractor fails to submit a request for 00199.40 review within 30 Calendar Days after the Engineer mails a post-final Contract payment voucher or notice of rejection, the Contractor waives all rights to a claim based on errors in quantities and amounts.

If the Engineer rejects the Contractor's request on the basis that the issue was not one that qualified for treatment under this Section, no review according to 00199.40 will be allowed.

Section 00196 - Payment for Extra Work

Description

00196.00 General - Only work not included in the Contract as awarded but deemed by the Engineer to be necessary to complete the Project (see 00140.60) will be paid as Extra Work. Regardless of alterations and changes, any item of Work provided for in the Contract will not constitute Extra Work. Payment for alterations and changes to Work will be made according to 00195.20.

Compensation for Extra Work will be paid only for Work authorized in writing by the Engineer and performed as specified. Work performed before issuance of the Engineer's written

authorization shall be at the Contractor's risk. Extra Work will be paid as determined by the Engineer, according to 00196.10 and 00196.20.

Provisions and Requirements

00196.10 Negotiated Price - If the Engineer can reasonably determine a price estimate for Extra Work, the Engineer may then give written authorization to the Contractor to begin the Extra Work. As soon as practicable, but within 10 Calendar Days after that authorization, the Contractor shall respond in writing to the Engineer's Extra Work price estimate by submitting to the Engineer an Extra Work price quote. The price quote shall detail the following items related to the Extra Work:

- Types and amounts of Materials
- Hours of Equipment use and hours of labor
- Travel
- Overhead and profit
- Other costs associated with the proposed Extra Work

Pending approval of the price quote, the Engineer will maintain force account records of the Extra Work. As soon as practicable, but within 10 Calendar Days of receipt of a properly supported price quote, the Engineer will review the price quote and advise the Contractor if it is accepted or rejected. The Engineer will not accept a price quote that cannot be justified on a Force Account basis. If the Contractor's price is accepted, the Engineer will issue a Change Order, and the Extra Work will be paid at the accepted price.

00196.20 Force Account - If the Engineer and the Contractor cannot agree on a price for the Extra Work, the Engineer may issue an Extra Work order requiring the Extra Work to be paid as Force Account Work. Force Account Work records and payment will be made according to Section 00197.

Section 00197 - Payment for Force Account Work

Force Account Work

00197.00 Scope - The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work. With the exceptions identified in 00197.01(b), these rates and procedures also apply to other Work when according to other Sections this Section 00197 applies, including, without limitation, the following:

- 00140.70 - Cost Reduction Proposals
- 00195.20 - Changes to Plans or Character of Work
- 00195.30 - Differing Site Conditions
- 00199.30(b) - Claims Requirements

00197.01 General:

(a) Extra Work on a Force Account Basis - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to:

- Determine and direct the Materials, Equipment and labor to be used on the approved Force Account Work; and
- Determine the time of the Contractor's performance of the ordered Force Account Work.

If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment, labor, and Special Services used for the Force Account Work during that Day. The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, labor, and Special Services used for the Force Account Work performed on that Day.

The following shall be reflected on the daily record:

- Materials used in the Force Account Work as directed by the Engineer, except those furnished and paid under rental rates for use of Equipment;
- Equipment that the Engineer considers necessary to perform the Force Account Work. Equipment hours will be recorded to the nearest quarter hour;
- Labor costs, including that of Equipment operators and supervisors in direct charge of the specific operations while engaged in the Force Account Work;
- Special Services; and
- The Engineer's and Contractor's signatures confirming its accuracy.

(b) Other Work - When according to other Sections this Section 00197 applies, the following exceptions apply to the Work under those other Sections, except for Extra Work ordered by the Engineer to be performed as Force Account Work.

- 00197.01(a) does not apply.
- Cost Efficiency - The Agency will not be responsible for additional costs that are a direct or indirect result of the Contractor's inefficient means and methods or that reasonably could have been avoided if the Materials, Equipment, labor or services had been obtained at a more commercially reasonable cost.
- Standby Time - Equipment that is necessary for the Work but is not being operated to progress the Work will be considered to be on standby and will be limited to the standby rates and hour limitations in 00197.20(e). Equipment costs will be limited to a combination of operating time and standby time of not more than 8 hours in a 24 hour period or 40 hours in a 1 week period. The Equipment must be onsite and available for use to be eligible for standby time.

  For a period of 7 or fewer Calendar Days: If a continuous period of standby time for a piece of Equipment does not exceed 7 Calendar Days, the accumulated standby cost for that continuous period of standby time shall be limited to the standby rates and hour limitations in 00197.20(e).

For a period of more than 7 Calendar Days: Unless the Engineer has otherwise agreed in advance in writing, if a continuous period of standby time for a piece of Equipment exceeds 7 Calendar Days, the accumulated standby cost shall be limited to:

- For the first 7 Calendar Days, the standby rates and hour limitations in 00197.20(e), and
- For the portion of the continuous period of standby time after the first 7 Calendar Days, the lesser of:
- The standby rates and hour limitations in 00197.20(e); or
- The cost for moving that piece of Equipment to and from the Project Site according to 00197.20(d).

00197.10 Materials:

(a) General - The Contractor will be paid for Materials actually used in the Force Account Work as directed by the Engineer, except for those furnished and paid for under rental rates included with the use of Equipment. Payments will be at actual cost, including transportation costs to the specified location, from the Supplier to the purchaser, whether the purchaser is the Contractor, a Subcontractor, or other forces. All costs are subject to the provisions of this Subsection.

(b) Trade Discount - If a commercial trade discount is offered or available to the purchaser, it shall be credited to the Agency, even though the discount may not have actually been taken. The Agency will not take any discounts for prompt or early payment, whether or not offered or taken.

(c) Not Directly Purchased From Supplier - If Materials cannot be obtained by direct purchase from and direct billing by the Supplier, the cost shall be considered to be the price billed to the purchaser less commercial trade discounts, as determined by the Engineer, but not more than the purchaser paid for the Materials. No markup other than actual handling costs will be permitted.

(d) Purchaser-Owned Source - If Materials are obtained from a supply or source wholly or partly owned by the purchaser, the cost shall not exceed the price paid by the purchaser for similar Materials furnished from that source on Pay Items, or the current wholesale price for the Materials delivered to the Project Site, whichever is lower.

00197.20 Equipment:

(a) General - Equipment approved by the Engineer to perform the Force Account Work will be eligible for payment at the established rates only during the hours it is operated or on standby if so ordered by the Engineer. Equipment hours will be recorded on the daily record to the nearest quarter hour.

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business

Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (see 00110.05(e) for website).

(b) Equipment Description - On the billing form for Equipment costs, the Contractor shall submit to the Engineer sufficient information for each piece of Equipment and its attachments to enable the Engineer to determine the proper rental rate from the Blue Book.

(c) Rental Rates (without Operator):

(1) Rental Rate Formula - Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Base Rate x Rate Adjustment Factor}}{\text{176 hours/month}} + \text{Hourly Operating Rate}$$

Some attachments are considered "standard Equipment" and are already included in the monthly base rate for the Equipment. That information can be obtained from EquipmentWatch.

(2) Monthly Base Rate - The monthly base rate used above for the machinery and for attachments represents the major costs of Equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs.

(3) Rate Adjustment Factor - The rate adjustment factor used above will be determined by applying only the Model Year Adjustment to the Blue Book Rates. The Regional and User Defined Ownership/Operating Adjustments shall not apply.

(4) Hourly Operating Rate - The hourly operating rate used above for the machinery and for attachments represents the major costs of Equipment operations, such as fuel and oil, lubrications, field repairs, tires or ground engaging components, and expendable parts.

(5) Limitations - If multiple attachments are included with the rental Equipment, and are not considered "standard Equipment", only the attachment having the higher rental rate will be eligible for payment, provided the attachment has been approved by the Engineer as necessary to the Force Account Work.

Rental will not be allowed for small tools that have a daily rental rate of less than $5, or for unlisted Equipment that has a fair market value of $400 or less.

The above rates apply to approved Equipment in good working condition. Equipment not in good working condition, or larger than required to efficiently perform the work, may be rejected by the Engineer or accepted and paid for at reduced rates.

(d) Moving Equipment - If it is necessary to transport Equipment located beyond the Project Site exclusively for Force Account Work, the actual cost to transport the Equipment to, and return it from, its On-Site Work location will be allowed as an additional item of expense. However, the return cost will not exceed the original delivery cost. These costs will not be allowed for Equipment that is brought to the Project Site for Force Account Work if the Equipment is also used on Pay Item or related Work.

If transportation of such Equipment is by common carrier, payment will be made in the amount paid for the freight. No markups will be allowed on common carrier transportation costs. If the Equipment is hauled with the Contractor's own forces, transportation costs will include the rental rate of the hauling unit and the hauling unit operator's wage. If Equipment is transferred under its own power, the rental rate allowed for transportation time will be 75% of the appropriate hourly rate for the Equipment, without attachments, plus the Equipment operator's wage.

(e) Standby Time - If ordered by the Engineer, standby time will be paid at 40% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than $1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

(f) Blue Book Omissions - If a rental rate has not been established in the Blue Book, the Contractor may:

- If approved by the Engineer, use the rate of the most similar model found in the Blue Book, considering such characteristics as manufacturer, capacity, horsepower, age and fuel type;
- Request EquipmentWatch to furnish a written response for a rental rate on the Equipment, which shall be presented to the Engineer for approval; or
- Request that the Engineer establish a rental rate.

(g) Outside Rental Equipment - If Contractor-owned or Subcontractor-owned Equipment is not available, and Equipment is rented from outside sources, payment will be based on the actual paid invoice.

If the invoice specifies that rental rate does not include fuel, lubricants, field repairs, and servicing, an amount equal to the Blue Book hourly operating cost may be added for those items that were excluded.

The Agency may reduce the payment when the invoice amount plus allowance is higher than the amount authorized under (c) through (f) of this Subsection.

The provisions of 00180.20(c) apply to owner-operated Equipment.

00197.30 Labor - The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations, as follows:

(a) Wages - The actual wages paid to laborers and supervisors, if those wages are paid at rates not more than those for comparable labor currently employed on the Project, or at the recognized, current, prevailing rates in the locality of the Project.

(b) Required Contributions - The actual cost of industrial accident insurance, unemployment compensation contributions, payroll transit district taxes, and social security for old age assistance contributions incurred or required under statutory law and these Specifications. The actual cost of industrial accident insurance is the National Council on Compensation Insurance (NCCI) rate for the assigned risk pool for the appropriate work class multiplied by the experience modification factor for the Contractor.

(c) Required Benefits - The actual amount paid to, or on behalf of, workers as per diem and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such other benefits are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Project.

00197.40 Invoices for Special Services - Invoices for Special Services that reflect current market pricing may be accepted without complete itemization of Materials, Equipment, and labor costs, if the itemization is impractical or not customary. The invoice for Special Services shall show credit for commercial trade discounts offered or available.

No percentage markup will be allowed other than that specified in 00197.80.

00197.80 Percentage Allowances - To the Contractor's actual costs incurred, as limited in this Section 00197, amounts equal to a percentage markup of such costs will be allowed and paid to the Contractor as follows:

Subsection	Percent
00197.10 Materials	17
00197.20 Equipment	17
00197.30 Labor	22
00197.40 Special Services	17

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 8% on each Force Account Work order.

These allowances made to the Contractor will constitute complete compensation for overhead, general and administrative expense, profit, and all other Force Account Work costs that were incurred by the Contractor, or by other forces that the Contractor furnished. No other reimbursement, compensation, or payment will be made.

00197.90 Billings - Billings for Force Account Work by the Contractor shall be submitted for the Engineer's approval on forms provided by the Agency or approved by the Engineer. Billings for Materials (other than Incidental items out of the inventory of the Contractor or Subcontractors), rental Equipment from sources other than the Contractor or Subcontractors, and Special Services, shall be accompanied by copies of invoices for the goods and services. The invoices shall be fully itemized showing dates, quantities, unit prices, and complete descriptions of goods and services provided. Invoices for amounts of $10 or less per invoice are not required, unless requested by the Engineer.

Costs included on the billings shall comply with 00197.01(a) and 00197.10 through 00197.40.

When a billing for Force Account Work has been paid at the Project level, no further corrections will be made because of further review if those corrections amount to less than $10.

Section 00199 - Disagreements, Protests, and Claims

Description

00199.00 General - This Section details the process through which the parties agree to resolve any disagreement concerning additional compensation or concerning a combination of additional compensation and Contract Time. (See 00180.80 for disagreements and claims concerning additional Contract Time only, and 00195.95 for disagreements and claims concerning correction of final compensation.) The Agency will not consider direct disagreements, protests, or claims from Subcontractors, Suppliers, or any other Entity not a party to the Contract.

Provisions and Requirements

00199.10 Procedure for Resolving Disagreements - When disagreements occur concerning additional compensation or a combination of additional compensation and Contract Time, the Contractor shall first pursue resolution through the Engineer of all issues in the dispute, including, without limitation, the items to be included in the written notice in 00199.20. If the discussion fails to provide satisfactory resolution of the disagreement, the Contractor shall follow the protest procedures outlined in 00199.20. If the Engineer denies all or part of the Contractor's protest, and the Contractor desires to further pursue the issues, the Contractor shall submit a claim for processing according to 00199.30.

00199.20 Protest Procedure - If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Engineer, including any direction, instruction, interpretation, or determination, or if the Contractor asserts a disagreement or dispute on any other basis, except 0195.95, that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation or a combination of compensation and Contract Time, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

(a) Oral Notice - Give oral notice of protest to the Engineer and outline the areas of disagreement before starting or continuing the protested Work.

(b) Written Notice - File a proper written notice of protest on ODOT form 734-2887 with the Engineer within 7 Calendar Days after receiving the protested order. In the notice the Contractor shall:

- Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor, citing specific facts, persons, dates and Work involved;
- Describe the nature of the damages;
- Cite the specific Contract provision(s) that support the protest;
- Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment and labor for which the Contractor might request additional compensation; and
- If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

Failure to comply with these notice requirements renders the notice improper.

(c) Records - Keep complete records of all costs and time incurred throughout the protested Work, and allow the Engineer access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Engineer.

(d) Comparison of Records - Provide the Engineer adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Engineer will compare records and either bring them into agreement at the end of each Day, or record and attempt to explain any differences.

(e) Work to Proceed - In spite of any protest, proceed promptly with the Work ordered by the Engineer.

(f) Evaluation of Protest - The Engineer will promptly evaluate all protests, after the Contractor has fully complied with the requirements described in 00199.20(b). If the protest is denied, the Engineer will notify the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Engineer will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

The Engineer has no responsibility for evaluating and may reject a protest that does not comply with 00199.20(b). If the protest is rejected, the Engineer will notify the Contractor in writing of the reasons for rejection.

(g) Protest Evaluation by County Engineer - If the Engineer agrees that the Contractor has fully complied with the requirements described in 00199.20(b), and if the Engineer fully or partially denies, in writing, the Contractor's protest according to 00199.20(f), the Contractor may request review of the protest by the County Engineer.

If the Contractor does not accept the Engineer's evaluation of the protest or the resolution recommended by the County Engineer, the Contractor may pursue a claim as described in 00199.30.

00199.30 Claims Procedure:

(a) General - If the Contractor believes that additional compensation is due, or a combination of additional compensation and Contract Time, and has pursued and exhausted all the procedures provided in 00199.10 and 00199.20 to resolve a disagreement and protest, the Contractor may file a claim.

The Agency's Contract is with the Contractor. There is no contractual relationship between the Agency and any Subcontractors, Suppliers or any Entity other than the Contractor. It is the Contractor's responsibility to fully evaluate any claim before presenting it to the Agency. In addition, when a claim includes Work done or costs incurred by any Subcontractors, Suppliers, or any Entity other than the Contractor, the Contractor remains solely responsible for presenting the claim to the Agency.

Claims that include Work done or costs incurred by any Subcontractors, Suppliers, or any Entity other than the Contractor will not be considered by the Agency unless the Contractor has:

- Completed and provided its own written evaluation of the claim;
- Verified by its own independent review and evaluation of the amount of compensation sought; and
- Certified the claim according to 00199.30(b) (Part 10).

(b) Claims Requirements - At any time during the progress of the Work, but not later than 45 Calendar Days following the date of the Second Notification for a Federal-aid Project or not later than 15 Calendar Days following the date of the Second Notification for a project that is not a Federal-aid Project, the Contractor shall submit to the Engineer in writing, claims for additional compensation or a combination of additional compensation and Contract Time additional to that specified in the Contract. For a claim not submitted within the specified day limit, that has not met the requirements of 00199.20, or is not filed as provided in 00199.30, the Contractor waives any claim for additional compensation or for additional compensation and Contract Time, and the Agency may reject the claim.

Written claims to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Claims will be considered as having been received by the Agency:

- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

The Agency reserves the right at any time and at any step in the claim decision or review process to request additional information, records or documentation related to the claim or the Contract either directly or through agents working toward resolution of the disputed or claimed events and issues.

Claims shall be made in writing, and shall include all information, records and documentation necessary for the Agency to properly and completely evaluate the claim.

To be considered, claims for additional compensation, or for additional compensation and Contract Time, shall be completed according to 00199.30 and shall be submitted with the required information and in the format below and labeled as required below for each claimed issue:

(Part 1) Summary (label page 1.1 through page 1.X) - In the summary, include a detailed, factual statement of the claim for additional compensation and Contract

Time, if any, with necessary dates and locations of Work involved in the claim and the dates of when the event arose. Also include detailed facts supporting the Contractor's position relative to the Engineer's decision (see 00199.20(f));

(Part 2) Proof of notice (label page 2.1 through page 2.X) - Submit a copy of form 734-2887, with all attachments, that was given to the Agency. Include the date when that written notice and the date when oral notice was given:

(Part 3) Copies of the Contract Specifications that support the Contractor's claim (label page 3.1 through page 3.X);

(Part 4) Theory of entitlement supporting the claim (label page 4.1 through page 4.X) - Include a narrative of how or why the specific Contract Specifications support the claim and a statement of the reasons why such Specifications support the claim;

(Part 5) Itemized list of claimed amounts (label page 5.1 through page 5.X) - Claimed damages that resulted from the event with a narrative of the theories and records and documents used to arrive at the value of the damages;

(Part 6) Additional Contract Time requests (label page 6.1 through page 6.X) - If the claim is for a combination of additional compensation and Contract Time, submit a copy of the schedule that was in effect when the event occurred and a detailed narrative which explains how the event impacted Contract Time. In addition, if an Agency-caused delay is claimed:

- Include the specific days and dates under claim;
- Provide detailed facts about the specific acts or omissions of the Agency that allegedly caused the delay, and the specific reasons why the resulting delay was unreasonable; and
- Provide a schedule evaluation that accurately describes the impacts of the claimed delay.

Also see 00180.80 for additional requirements regarding claims for Contract Time and causes that are eligible and ineligible for consideration;

(Part 7) Copies of actual expense records (label page 7.1 through page 7.X) - Include documents that contain the detailed records and which support and total to the exact amount of additional compensation sought. Include the information and calculations necessary to support that amount. That amount may be calculated on the basis of Section 00197, if applicable, or may be calculated using direct and indirect costs presented in the following categories:

- Direct Materials;
- Direct Equipment. The rate claimed for each piece of Equipment shall not exceed the actual cost. In the absence of actual Equipment costs, the Equipment rates shall not exceed 75 percent of those calculated under the provisions of 00197.20. For each piece of Equipment, the Contractor shall include a detailed description of the Equipment and attachments, specific days and dates of use or standby, and specific hours of use or standby;

- Direct labor;
- Job overhead;
- General and administrative overhead; and
- Other categories as specified by the Contractor or the Agency;

(Part 8) Supporting records and documents (label page 8.1 through page 8.X) - Include copies of, or excerpts from the following:

- Any documents that support the claim, such as manuals standard to the industry and used by the Contractor; and
- Any daily reports or diaries related to the event, photographs or media that help explain the issue or event (optional), or all other information the Contractor chooses to provide (optional);

(Part 9) Certification (label page 9.1 through 9.X) - A certified statement, signed by a person authorized to execute Change Orders, by the Contractor, Subcontractor, Supplier, or Entity, originating the claim, as to the validity of facts and costs with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name), (Title), (Company) certifies that this claim for additional compensation for Work on the Contract is a true statement of the actual costs incurred (in the amount of $_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20___

Subscribed and sworn before me this ____ day of _____, 20___

_____

Notary Public

My commission expires _____.

(Part 10) Contractor evaluation of a lower-tier claim (label page 10.1 through 10.X) - If the claim includes Work done or costs incurred by any Subcontractors, Suppliers, or any Entity other than the Contractor, the following are required:

- Data required by the other Subsections of 00199.30(b);
- Copies of the Contractor's, Subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, separate evaluation of entitlement;
- Copies of the Contractor's, Subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, independent verification and evaluation of the amount of damages sought; and
- A person authorized to execute Change Orders on behalf of the Contractor, Subcontractor, Supplier and Entity, at all tiers above the level of which the claim originates, must sign a statement with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name) (Title), (Company) certifies that this claim originating from the Subcontractor, Supplier or Entity (Company) for additional compensation for Work on the Contract is a reasonable statement, independently verified, of the costs incurred (in the amount of $_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20___

Subscribed and sworn before me this ____ day of _____, 20__

_____

Notary Public

My commission expires _____.

If the Engineer determines that additional information, records or documentation is needed to allow proper evaluation of the claim submittal, the Engineer will request the information, records or documentation. The Contractor shall submit to the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, the required additional information, records and documentation.

If the Engineer determines that the claim submittal with the additional information, records and documentation submitted is incomplete and not accepted as a claim, the Engineer will notify the Contractor in writing and the submittal will be rejected and will not be considered under 00199.40.

(c) Records Requirements - The Contractor shall comply with 00170.07.

(d) Compliance Required - Full compliance by the Contractor with the provisions of this Section is a condition precedent to the commencement of any lawsuit by the Contractor to enforce any claim.

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - The Agency intends to resolve all claims at the lowest possible administrative level. The Engineer will also determine whether multiple claims should be advanced separately or together.

If the County Engineer denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may request review of the denial. The disputed claim for additional compensation or a combination of additional compensation and Contract Time may then be resolved, in full or in part, at any of the four progressive steps of claim review procedure as specified in (b) through (e) of this Subsection.

If the County Engineer has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at any of the four progressive steps of claim review procedure as specified in (b) through (e) of this Subsection.

A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim hearings. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

(a) Decision by the County Engineer - The County Engineer will, as soon as practicable, consider, investigate, and evaluate a Contractor's claim for additional compensation, or for a combination of additional compensation and Contract Time, if submitted as required by 00199.30.

Once the County Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the County Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The County Engineer will provide a written decision to the Contractor within 30 Calendar Days of the last County Engineer-level meeting.

If the Contractor does not accept the County Engineer's decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 1 (see (b) below).

(b) Step 1: Public Works Director Level Review - The Contractor shall request that the County Engineer arrange a meeting with the County Public Works Director or the Public Works Director’s designee, as determined by the Public Works Director, in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the Public Works Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Public Works Director (or designee) will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Public Works Director (or designee) will provide a written decision to the Contractor within 30 Calendar Days of the last meeting.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the County Engineer arrange a review at Step 2 (see (c) below).

(c) Step 2: Agency Level Review - The Contractor shall request a meeting with the County Chief Administrative Officer (or designee) to present the claim for final Agency review. The presentation will take place within 21 Calendar Days of the Agency's receipt of the Contractor's written request, or as otherwise agreed by the parties.

If the Chief Administrative Officer (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Chief Administrative Officer (or designee) will schedule a second meeting to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to 00199.60, if not all of the records requested by the Chief Administrative Officer (or designee) were furnished.

The Chief Administrative Officer (or designee) will provide a written decision to the Contractor, subject to 00199.60, if applicable, regarding the claim within 30 Calendar Days of the final Step 2 meeting.

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the County Engineer that the claim be advanced to Step 3 (see (d) below).

(d) Step 3: Arbitration:

(1) Claims Less Than $300,000 - At this step, the claim will be resolved by binding arbitration before a single arbitrator according to the Construction Industry Arbitration Rules of the American Arbitration Association. An arbitrator will be chosen by mutual consent from ODOT's established list of qualified individuals available to serve as arbitrators, mediators, claims review board members or third party neutral.

Arbitration filing costs and any arbitrator's fees will be divided equally between the Agency and the Contractor.

(2) Claims Over $300,000 - If the Contractor and the County Engineer agree, the parties may employ the Step 3 review process according to 00199.40(d)(1). If not, the Contractor may proceed to Step 4 (see (e) below).

(e) Step 4: Litigation - This step applies to:

- Claims over $300,000; and
- Appeals of arbitration awards issued in Step 3 at 00199.40(d)(1) above, according to ORS 36.600 through ORS 36.740.

The Contractor must follow Steps 1 through 3 in order, and exhaust all available administrative remedies before resorting to litigation. Lawsuits must be properly filed in a court of competent jurisdiction within 6 months from the date of the final decision that exhausted the Contractor's available administrative remedies under this Section 00199.

The Contractor shall comply with 00170.00.

00199.60 Review of Determination Regarding Records - If not all of the records requested by the Agency under 00199.40(c) Steps 2 and 3 were provided, then the Agency will determine:

- If the records are of the type described in 00170.07; and
- If the records have not been maintained or the records, or access to the records, has not been provided to the Agency as required by 00170.07 and this Section; and
- If the records are material and necessary for proper evaluation of part or all of the claim; and
- The portions of the claim for which the records are material and necessary for proper evaluation.

If the Agency makes the foregoing determinations, then subject to the review process described below, all portions of the claim for which the Agency determined the records are material and necessary for proper evaluation are immediately waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Agency may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the Agency makes this determination, the claim or portions of the claim will not be waived or dismissed under this provision.

If the Contractor does not accept the Agency written determination that the records are material and necessary for proper evaluation of part or all of the claim, and the portions of the claim for which the records are material and necessary, the Contractor may, within 14 Calendar Days of receipt of the Agency determination, request, in writing, a review of such determination by the Public Works Director (or designee). If the Contractor does not request a review of the Agency determination, the Agency determination shall then become the Agency's final determination as of the expiration of the time limit to request review.

If the Contractor requests the review, the Public Works Director (or designee) will schedule a review meeting within 14 Calendar Days, or as otherwise agreed by the parties, of when the Public Works Director (or designee) receives the written review request. The Agency and the Contractor will each have an opportunity to explain their respective positions at the review meeting in a manner determined by the Public Works Director (or designee).

Within 10 Calendar Days of the review meeting, the Public Works Director (or designee) will issue a written proposed finding of whether the records not maintained or not provided to the Agency, or for which access was not provided to the Agency, are material and necessary for proper evaluation of part or all of the claim. If the Public Works Director (or designee) makes that finding, then the Public Works Director (or designee) will also make a proposed written finding as to what portions of the claim the records are material and necessary and, therefore, waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Public Works Director (or designee)

may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the Public Works Director (or designee) makes this determination, then the claim or portions of the claim will not be waived or dismissed under this provision.

The Public Works Director's (or designee's) findings will be submitted to the Contractor. The Public Works Director's (or designee's) findings are the Agency's final determination.

If the Agency's final determination is that the records are material and necessary for proper evaluation of part or all of the claim, then the claim or that portion of the claim for which the records are material and necessary is waived and irrevocably dismissed, unless the Contractor provides the records, or access to the records, to the Agency within 5 Calendar Days of the Agency's final determination. If the Contractor provides the records, or access to the records, within this time limit, the Agency will schedule a meeting with the Contractor within 14 Calendar Days or as otherwise agreed by the parties, to discuss the records.

The Agency's final determination that records are material and necessary for proper evaluation of part or all of the claim, and the Agency's final determination of the portions of the claim for which the records are material and necessary, shall be final and binding.

If the entire claim is waived and irrevocably dismissed pursuant to the Agency's final determination there will be no further decision by the Agency on the claim or further review of the claim under 00199.40 and the claim will not be eligible for mediation under 00199.50. If only portions of the claim are waived and irrevocably dismissed pursuant to the Agency's final determination, the Agency will provide a written decision to the Contractor regarding the remaining portions of the claim within 30 Calendar Days of the final Step 2 meeting, or the Agency's final determination regarding the records, whichever is later. There will be no further decision by the Agency on or further review under 00199.40 of the portions of the claim waived and irrevocably dismissed pursuant to Agency's final determination and those portions will not be eligible for mediation under 00199.50.

EXHIBIT K

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EXHIBIT K

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Treasurer's Office

Title: Establish Petty Cash Funds for the Marion County Health & Human Services Rural Services Team

Management Update/Work Session Date: March 3, 2026 **Audio/Visual aids** ☐

Time Required: 5 Min **Contact:** Jessica Paler **Phone:** 503-584-7750

Requested Action: Approve an order to establish a Petty Cash Fund within the Marion County Health & Human Services Addiction Treatment Services in the amount of $100.00.

Issue, Description & Background: The Marion County Health & Human Services Rural Services Team would like to establish a petty cash fund to reimburse employees attending meetings at Courthouse Square for parking fees paid at parking pay stations since the City of Salem eliminated all free street parking in downtown Salem. The petty cash fund will also be used to reimburse Health & Human Services Rural Services Team employees for other small departmental purchases of $50.00 or less.

Financial Impacts: None

Impacts to Department & External Agencies: The petty cash fund would enable employees to be reimbursed for parking fees and other small departmental purchases of $50.00 or less

List of attachments: Board Resolution

Presenter: Samuel A. Brentano

Department Head Signature: Samuel A. Brentano

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of Establishing a Petty Cash Fund for the Marion County Health & Human Services Rural Services Team.	)))

ORDER No.

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, March 11, 2026.

WHEREAS, the Marion County Health & Human Services Rural Services Team has identified the need for a petty cash fund to make minor reimbursements to employees for parking fees paid at parking pay stations and other small departmental purchases of $50.00 or less; and,

WHEREAS, the Marion County Health & Human Services Rural Services Team has made provisions to assure control of the requested petty cash fund and the Marion County Treasurer, and the Marion County Controller have reviewed and approved the proposed control measures in accordance with Marion County Administrative Policy 903; and,

WHEREAS, the Marion County Administrative Policy 903 requires the approval of the County Administrative Officer and the Board of Commissioners to establish petty cash funds; and,

WHEREAS, it appears in the best public interest to establish the petty cash fund for the Marion County Health & Human Services Rural Services Team; now, therefore,

1. IT IS HEREBY ORDERED that a petty cash fund be established for the Marion County Health & Human Services Rural Services Team in the amount of $100.00.

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Approved:

_____
Chief Administrative Officer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Treasurer's Office

Title: Establish Petty Cash Funds for the Marion County Health & Human Services Rural Services Team

Management Update/Work Session Date: March 3, 2026 **Audio/Visual aids** ☐

Time Required: 5 Min **Contact:** Jessica Paler **Phone:** 503-584-7750

Requested Action: Approve an order to establish a Petty Cash Fund within the Marion County Health & Human Services Addiction Treatment Services in the amount of $100.00.

Issue, Description & Background: The Marion County Health & Human Services Rural Services Team would like to establish a petty cash fund to reimburse employees attending meetings at Courthouse Square for parking fees paid at parking pay stations since the City of Salem eliminated all free street parking in downtown Salem. The petty cash fund will also be used to reimburse Health & Human Services Rural Services Team employees for other small departmental purchases of $50.00 or less.

Financial Impacts: None

Impacts to Department & External Agencies: The petty cash fund would enable employees to be reimbursed for parking fees and other small departmental purchases of $50.00 or less

List of attachments: Board Resolution

Presenter: Samuel A. Brentano

Department Head Signature: Samuel A. Brentano

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of Establishing a Petty Cash Fund for the Marion County Health & Human Services, Addiction Treatment Services.)

ORDER No.

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, March 11, 2026.

WHEREAS, the Marion County Health & Human Services Addiction Treatment Services has identified the need for a petty cash fund to make minor reimbursements to employees for parking fees paid at parking pay stations and other small departmental purchases of $50.00 or less; and,

WHEREAS, the Marion County Health & Human Services Addiction Treatment Services has made provisions to assure control of the requested petty cash fund and the Marion County Treasurer, and the Marion County Controller have reviewed and approved the proposed control measures in accordance with Marion County Administrative Policy 903; and,

WHEREAS, the Marion County Administrative Policy 903 requires the approval of the County Administrative Officer and the Board of Commissioners to establish petty cash funds; and,

WHEREAS, it appears in the best public interest to establish the petty cash fund for the Marion County Health & Human Services Addiction Treatment Services; now, therefore,

1. IT IS HEREBY ORDERED that a petty cash fund be established for the Marion County Health & Human Services Addiction Treatment Services in the amount of $100.00.

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Approved:

_____
Chief Administrative Officer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Public Works

Title:	Consider adoption of an administrative ordinance approving Zone Change 25-002/Creative Electric, LLC
Management Update/Work Session Date:	N/A
Audio/Visual aids	☐
Time Required:	5 min
Contact:	John Speckman
Phone:	503-566-4173
Requested Action:	Staff recommended motion: Approve the administrative ordinance approving Zone Change 25-002/Creative Electric, LLC. Other motion options for consideration are: 1. Direct staff to make changes and approve a modified ordinance. 2. Not approve the ordinance.
Issue, Description & Background:	The Marion County Hearings Officer held a duly noticed public hearing on May 15, 2025 and issued a decision on July 8, 2025, to deny Zone Change 25-002. Applicants appealed the Hearings Officer's decision. The Board held a duly noticed public hearing on the application on October 22, 2025, and considered all the evidence in the record and approved the request. The ordinance and findings have been prepared and the notice of adoption was given on March 4, 2026. The administrative ordinance is now set for formal adoption.
Financial Impacts:	None
Impacts to Department & External Agencies:	None
List of attachments:	Ordinance
Presenter:	John Speckman
Department Head Signature:	for Brad Mark

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of the Application of: Creative Electric, LLC	)))	Zone Change Case No. 25-002

AN ADMINISTRATIVE ORDINANCE

ORDINANCE NO. ____

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I. Purpose

This matter comes before the Marion County Board of Commissioners ("Board") on the Application of Creative Electric, LLC, Nestor Zarkoff and Feodor Zharkoff, to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre parcel located in the 900 block of S Pacific Hwy 99E, Woodburn T5S; R1W, Section 19A; Tax Lot 1800).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed public hearing on May 15, 2024, and on July 8, 2025, issued a decision denying the zone change. Official notice was taken of the Planning Division file and the Hearings Officer's decision. The Hearings Officer decision was appealed to the Board on July 23, 2025. The Board held a public hearing to consider the appeal, application, and findings on October 29, 2025. The Board closed the public hearing the same day. A motion to approve the appeal was made and passed the same day. The Board has considered all the evidence in the record, all arguments of the parties and is otherwise fully advised in the premises.

SECTION III. Adoption of Findings and Conclusion

After careful consideration of all facts and evidence in the record, the Board overturns the Hearings Officer's decision on this matter, and adopts its own the Findings of Fact which is attached as Exhibit A, subject to conditions attached as Exhibit B.

SECTION IV. Action

The requested zone change from UT-5 (Urban Transition) to CG (Commercial General) is hereby **GRANTED**, subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

The property rezoned by this Ordinance is identified on a map in Exhibit C, attached hereto and by this reference incorporated herein. The Official Marion County Zoning Map shall be changed

pursuant to Marion County Code Section 16.01.040 to reflect the new zoning subject to conditions identified in Exhibit B, attached hereto, and by this reference incorporated herein.

SECTION V. Effective Date

Pursuant to Chapter 1.10 of the Marion County Code, this is an Administrative Ordinance and shall take effect 21 days after the adoption and final signatures of the Marion County Board of Commissioners.

SIGNED and FINALIZED this _____ day of _____, 2026, at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

_____
Recording Secretary

JUDICIAL NOTICE

Oregon Revised Statutes, Chapter 197.830, provides that land use decisions may be reviewed by the Land Use Board of Appeals by filing a notice of intent to appeal within 21 days from the date this Ordinance becomes final.

EXHIBIT A

I. Findings of Fact and Conclusions of Law

The Board of Commissioners, after careful consideration of the testimony and evidence in the record, issues the following findings regarding ZC 25-002:

1. No objections were raised to notice, jurisdiction, bias, *ex parte* contacts, conflict of interest, or to evidence or testimony by any party during the public hearing before the Board or otherwise during the appeal.

2. Creative Electric LLC proposes to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre property located in the 900 block of S Pacific Hwy 99E, Woodburn, (T5S; R1W; Section 19A; Tax lot 1800). The subject property is within the Woodburn Urban Growth Boundary (UGB) and designated Commercial in the Woodburn Comprehensive Plan. The Applicant does not seek and is not eligible for annexation nor City urban services. The property is currently under the zoning jurisdiction of Marion County. The applicant proposes establishing an electrical contractor business on the subject parcel.

3. The subject property is located south of the City of Woodburn on the west side of Highway 99E, off undeveloped Novaya Ln NE, a private access easement. The subject property is a currently vacant field. The property consists of three parcels created by Partition recorded in 1989 and approved by Partition case (P88-061). The subject property was created in the current configuration by an approved Partition and is therefore legal for land use purposes.

4. Adjacent properties to the north, and south are zoned UT-5 and within Woodburn's UGB. The northern adjacent parcel is zoned UT-5 and has a permitted dwelling and accessory structure. The south adjacent parcel is zoned UT-5 and is developed with a pre-existing non-conforming auto wrecking yard. To the east, across Highway 99E and outside of the UGB, are parcels zoned Exclusive Farm Use (EFU) with a commercial nursery. To the west of the subject parcel, outside of the UGB, is the Belle Passi Cemetery which is in a Public (P) zone.

5. The Marion County Planning Division requested comments from various governmental agencies. The following comments were received:

   Marion County Building Inspection commented: "No Building Inspection concerns. Permit(s) are required to be obtained prior to any development and/or utilities installation on private property."

   Marion County Septic Division commented: "A Site Evaluation followed by an installation-Construction permit is required prior to site development."

   Marion County Land Development Engineering and Permits (LDEP) submitted the following:

ENGINEERING ADVISORIES

A. PW Engineering has no action items for the proposed Zone Change itself.

B. The following are PW Engineering advisories for future development:

• The plat for partitioning case P88-61 pertaining to the subject property is depicted on MCSR 031947 and recorded at Reel 732 / Page 127 in the Clerks records for Marion County. The plat created the private easement named 'Novya Lane' along the south property from S Pacific Hwy 99E, a State Hwy. An access approach to Novya Lane was not been constructed.

• The proposed access location in the middle of the subject property does not align with Novya Lane. At the time of application for building permits, Applicant will be required to confirm application having been made for an ODOT approach permit, if required.

• County Transportation System Development Charges (SDCs) will be assessed at the time of application for building permits.

• Development of the property as generally depicted on the land use application site plan will require stormwater detention meeting county standards, and possibly also to ODOT standards that could include water quality treatment if discharging to the State Hwy.

• DEQ has jurisdiction over construction erosion for total ground disturbances of 1-acre plus.

• Fire turnaround and pullout easement(s) may be required by the local fire district or State Fire Marshal.

Oregon Department of Transportation (ODOT) commented: "We do not have any comments on the zone change, however we will have comments on future applications for development of the property with respect to frontage improvements and access considerations."

The City of Woodburn Community Planning and Development Department submitted letters arguing that the proposal is not consistent with either Woodburn Comprehensive Plan or the Woodburn/Marion County Urban Growth Coordination Agreement (UGCA). These letters can both be found in the record.

All other agencies either failed to comment or stated no objection to the proposal.

II. Executive Summary

The subject 5.02-acre property is situated in the Urban Growth Boundary and is subject to the Marion County "Urban" Land Development Code. The property is planned "Commercial" and zoned Urban Transition (UT). Applicant seeks to rezone property from UT to Commercial General (CG) to conform the zone to the applicable plan designation. The application does not seek approval for any "use" or "development." The proposal seeks a zone change that is limited by the County's Limited Use Overlay (LU) zone to control impacts to respond to

concerns expressed by the City of Woodburn. The City of Woodburn testified that it cannot and will not seek to annex the property at this time. The property is ineligible for annexation to the City of Woodburn because it is too distant from the City's limits, however, the property can be adequately served with its own onsite septic, onsite domestic water well, and onsite stormwater control. The Application does not seek and is ineligible for access to City services due to the Subject Property's distance from the same.

As noted, because the Subject Property is in the UGB, it is subject to the Marion County "urban" zone provisions in Marion County Code (MCC) Chapter 16. The MCC 16 provisions authorize the County to approve zone changes that meet the County's acknowledged urban zone change criteria. The Board finds that the proposal meets all MCC criteria.

The City of Woodburn opposed the application and initially argued that conversion of the property from UT to CG is not permitted by the Urban Growth Coordination Agreement (UGCA), as well as the Marion County Code, Woodburn Comprehensive Plan, and the Marion County Comprehensive Plan. Notably, when the City of Woodburn was asked during the appeal hearing if it was the City's position that the County does not have the authority to change the UT zone in land that the County is the land use authority of, the City testified that was not the City's position. **The City testified it was not saying that the UCGA effectively allows the City to veto County land use decisions within the UGB, which the City acknowledged would be an "absurd" position.** The City reiterated these concessions multiple times and fell back to arguing that the development was not a good fit for the area. The City's concessions at the hearing effectively waived prior arguments, resolved the core legal issues of the application, and limited the City's objections to a policy disagreement that the City acknowledged the County had authority to decide. The Board's decision is consistent with what the City recognized to be the relevant legal standards at the hearing.

To the north and south, the lands are zoned UT-5 with existing commercial and industrial uses, including M&M Auto Wrecking & Recycling and D&G Nursery. M&M Auto Wrecking & Recycling is a salvage and recycling operation, which involves heavy equipment, significant truck traffic, material storage. D&G Nursery operates as a commercial plant nursery, involving frequent truck deliveries, customer visits, and large-scale irrigation and storage operations.

The Hearings Officer determined that the application satisfied all applicable Marion County Comprehensive Plan and Urban Code provisions but mistakenly denied the application on the basis of the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement, and Statewide Planning Goal 14.

The Board finds that the application satisfies all applicable County Plan and Urban Land Use Code Requirements, that the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement is not an applicable approval standard for this zone change and regardless, even if it were, the proposal is consistent with its terms.

III. Additional Findings of Fact and Conclusion of Law

1. Applicant has the burden of proving by a preponderance of the evidence that all applicable standards and criteria are met as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395 (1987).

"Preponderance of the evidence" means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

Zone Change Criteria

2. Under MCC 16.39.050, approval of a zone change shall include findings that the change meets the following criteria:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

The Subject Property is located within the City of Woodburn's Urban Growth Boundary and has a Comprehensive Plan designation of Commercial. The Board finds that the proposed zone is appropriate for and implements the underlying comprehensive plan designation of Commercial. The Board finds Marion County's Commercial General zone, with the Limited Use Overlay applied, is appropriate for the Commercial comprehensive plan designation.

The Board finds that the Marion County Comprehensive Plan is the applicable Comprehensive Plan that governs the County CG zone. The Board finds that applying the CG zone is consistent with the description and policies for the applicable commercial plan designation. In this regard, the MCP "Economic Element" contains nine "major economic goals". The Board finds that the proposal is consistent with all of them and, therefore, meets this standard, as follows.

The Board finds that the proposal meets Economic Element(a), which states that it is a major economic goal of the County to ensure the "Provision of increased employment opportunities for all residents of the County." The Board finds that the proposal achieves that by providing the option for not only the continuation of appropriate UT zone uses for the CG zone, but also the opportunity for a Marion County home base for an electrical specialty trade contractor and associated warehousing that will provide employment opportunities for all residents of the County.

The Board finds that the proposal is consistent with Economic Element(b), which states that it is a major economic goal of the County to ensure the "maintenance of a strong agricultural economy." The Board finds that the proposal has no impact on this goal and therefore is consistent with it. The Board finds that the proposal does not affect the maintenance of the agricultural economy. The only agricultural operations in the area are located across Highway 99 from the Subject Property. Those operations are already affected by the significant traffic on

Highway 99 and the proposal's traffic impacts are consistent with and not greater than the traffic impacts of uses that are now allowed in the existing UT zone, as demonstrated in the Applicant's transportation analyses in the record. Those agricultural operations are now affected by the adjacent uses of an auto wrecking and recycling yard as well as a contractor's yard, situated across Highway 99 from those agricultural operations. The proposal allows uses now allowed in the UT zone and a single specialty trade contractor and associated warehousing. The Board finds that the credible and persuasive evidence in the record demonstrates that the one additionally allowed specialty trade contractor use and associated warehousing has either substantially the same or fewer impacts than UT zone uses now allowed in the existing UT zone. The Board agrees with the Applicant that the proposal does not introduce any impacts that will adversely affect the maintenance of the agricultural economy.

The Board finds that the proposal is consistent with Economic Element(c), which states that it is a major economic goal of the County to ensure the "Preservation of appropriate areas for timber production." The proposal has no impact on this goal and therefore is consistent with it because there is no land anywhere near the subject property that is now or in the future appropriate for timber production.

The Board finds that the proposal is consistent with Economic Element(d), which states that it is a major economic goal of the County to ensure "Diversification of the economic base of communities, and expansion of seasonal employment opportunities to year-round status wherever possible." The Board finds that the proposal is consistent with this goal because it allows a variety of year round employment to include an employment type that is not now allowed on the property, providing diversification of the economic base of the Marion County community.

The Board finds that the proposal is consistent with Economic Element(e), which states that it is a major economic goal of the County to ensure "Provision of sufficient areas for future industrial land use." The proposal has no impact on this goal and therefore is consistent with it. The Board finds that the property and area are not now designated for industrial use and that is not changing one way or the other under the proposal.

The Board finds that the proposal is consistent with Economic Element(f), which states that it is a major economic goal of the County to ensure "Development of a transportation system for the safe and efficient movement of persons and goods for present needs." The Board finds that the proposal is consistent with this goal for three independent reasons. One, the proposal does not affect the safe and efficient movement of persons and goods as they are planned at the site. In this regard, the Board finds that the property is Planned Commercial and so the TSP already accounts for commercial trips at the site. In this regard, the Board finds that Highway 99 at this location has adequate capacity for the safe and adequate movement of persons and goods under the commercial designation for the proposed CG zone for the site, because the Commercial plan designation on the Subject Property contemplates the property will be developed at this location with commercial uses. Second, the Board finds that the proposal has no adverse effect on the movement of persons and goods on Highway 99 because its traffic impacts are modest and no greater than the impacts that are now allowed on the subject property under the existing UT

zone that applies, as the Applicant's traffic report demonstrates. Third, the Board finds that the proposal meets this policy because as conditioned, it provides for dedication of land for Highway 99 to enable it to have its desired width, something that it does not now have.

The proposal is consistent with Economic Element(g), which states that it is a major economic goal of the County to ensure "Coordination of planning and development of public facilities." The Board finds that this policy does not apply because it focuses on coordination and planning and not individual zone change or individual development applications. Rather, the Board finds that it is a policy governing coordination and planning between governments for water, sewer and stormwater infrastructure that is to be used by the public. Nonetheless, even if this policy applied to this zone change, the Board finds the proposal is consistent with this goal because, as explained below, the public facilities of a private domestic well, private septic system and private storm water disposal will be adequate to serve the modest suite of allowed uses under this zone change and the proposal facilitates coordination and planning to extend City water, sewer and storm are eventually extended to the property when the City chooses to do so. In this regard, a condition of approval is imposed on this zone change that the property will connect to City water, sewer and storm water when they are available to the Subject Property, as opposed to the City having to deal with an objecting owner, when such connection is available. The proposal is also consistent with this goal because it does not seek approval of, nor does it require or contemplate, connection to any City water or sewer or storm system over the City's objection or before annexation occurs.

The Board finds that the proposal is consistent with Economic Element(h), which states that it is a major economic goal of the County to ensure "Development of a strong tourist economy in appropriate areas." The Board finds that the proposal has no impact on this goal and therefore is consistent with it. The Board finds that the same uses that could be developed on the property now, can be developed on the property in the future (until a new commercial zone is applied upon City annexation), with the one exception the proposal allows an additional allowed use being provided – a single specialty trade contractor (electrical contractor) and their associated warehousing. The Board finds that the area is not identified by the City or the County as an "appropriate area" for tourist related uses. The Board finds that the facts that there is a wrecking yard adjacent to the subject property and that the property is ineligible for annexation due to distance, makes it implausible that the property could be an appropriate area to contribute to the development of the tourist economy in the foreseeable future.

The Board finds that the proposal is consistent with Economic Element(i), which states that it is a major economic goal of the County to ensure "Achievement of a natural resource use pattern which provides for tomorrow's needs, today's needs and the protection of the environment." The Board finds that the proposal has no impact on this goal and therefore is consistent with it. The Board finds that the Subject Property is not in an area with a "natural resource use pattern" now and given that it is has a plan designation of "Commercial," and is in the City's UGB with no particular natural features on or around it, the Board finds that the Subject Property is not going to become a natural resource area.

The Board finds that the proposal is consistent with the economic goals of the County.

Concerning the description of the land use classifications, the Board finds that the CG zone implements the Commercial plan designation that applies. The Board finds that applying the CG zone as proposed here with the LU Overlay meets this standard. The Board further notes that when comparing between Marion County and Woodburn's Commercial General codes, Marion County's CG zone is consistent with the City of Woodburn's version of this zone. In Woodburn's version of the CG zone, outdoor storage for contractor shops is not permitted. The City has expressed concern about the proposed zone change to the extent that it would allow outdoor storage. To avoid the impact that the City objects to concerning outdoor storage, the Board imposes a condition of approval prohibiting outdoor storage in the approved CG zone.

The Board finds that the proposed zone change is consistent with the Marion County Comprehensive Plan and that this standard is met.

B. Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.

With respect to transportation networks, the Board finds that the subject parcel is adjacent to Highway 99E. The Board finds that the evidence in the record from registered transportation engineer Chris Clemow demonstrates that the traffic trips generated by the uses allowed by the proposed zone – as limited by the LU overlay - are already accounted for considering the commercial comprehensive plan designation, and Marion County's Transportation System Plan, and the Board so finds. The Applicant's transportation engineer, Mr. Clemow, also submitted evidence that the allowed uses under the proposed zone change with the LU Overlay will have transportation impacts that are the same or less than uses that are now allowed in the existing UT-5 zone. The Board finds that evidence to be credible and persuasive and agrees with it.

The Board finds that there is no dispute that Highway 99 is adequate to support the uses allowed by the proposed zone change. The Board finds that Highway 99 has no capacity limitations or other limitations at the subject property, as Mr. Clemow's report confirms and the Board so finds.

Accordingly, the Board finds that there are adequate transportation networks in place to serve the Subject Property concurrent with any development of the property for uses allowed in the proposed County CG zone with the LU Overlay applied.

Concerning "adequate public facilities, services" being "in place *** concurrently with the development of the property", the Board finds this standard is met. First, the Board finds that that the "public facilities" referred to by this standard are adequate domestic water, adequate sewage disposal and adequate stormwater management and that those facilities can either be systems or individual facilities provided on individual properties (*i.e.* a domestic well, a septic system and a single-property private stormwater management system). The Board also finds that the referenced public services are fire and police services. There is no dispute about the adequacy of public services being in place at the time of the development of the Subject Property with the uses allowed under this zone change. In this regard, there is no dispute that there is adequate fire and sheriff patrol services available to the property now and that that will continue to be the case at the time the property is developed with the uses allowed by this zone change. The Board finds that adequate

public services either are in place or will be in place concurrently with the development of the property.

Regarding public facilities, the Board observes that presently, there are neither publicly *owned* water nor publicly *owned* sewer nor publicly *owned* storm facilities available to the subject parcel and the nearest of those publicly *owned* facilities are located more than 500 feet away from the subject property. The City of Woodburn testified that it will not be extending any of those facilities that it owns to the property in the next few years. The Board finds that City of Woodburn publicly owned facilities of water, sewer and stormwater are not available to be extended to the property at this time. The Board also finds, however, that the evidence in the record demonstrates that each of these types of public facilities and services – domestic water, sewerage, and storm facilities - will be provided to the Subject Property by the property owner, using an individual domestic well, individual septic system and individual storm water management system specific to the subject property, prior to or concurrently with the development of the Subject Property with uses allowed in the proposed zone. The Board finds that this meets the standard.

The City argues that this standard requires City owned facilities and services be available to the Subject Property by the time it is developed with uses allowed by the zone change.

The Applicant argued that this standard is functional and looks to facility and service types, not ownership and argued that the standard requires a showing that there is or will be by the time of development, adequate domestic water, adequate sewerage disposal and adequate storm water management – provided by either a public or private provider, the latter including a single owner.

The Board agrees that the Applicant's interpretation of the standard is correct.

Specifically, the Board interprets that the standard may be met if there is evidence demonstrating that adequate publicly owned or privately owned –- water, sewerage (including a septic system) and storm water disposal will be available to the Subject Property concurrently with its development with the uses allowed by the proposed zone change. The Board finds that the ownership of the facility or service is not the operative requirement of the standard. The Board finds the operative requirement is that the facility or service itself adequately exists at the time of property development and is of a type generally understood to be facility and service types that members of the public must have in place to develop their property. The Board finds that its interpretation is consistent with the text, context and purpose of the standard.

In this regard, the phrase "adequate public facilities, services, and transportation networks" describes the types and capacity of infrastructure and service systems available to serve development, not the identity of the entity that owns or operates them. The Board finds that the standard is functional and asks whether, at the time of the development allowed by the zone change, the Subject Property will be served with adequate transportation networks regardless of whether they are public or privately owned, and whether the property will be served with adequate publicly or privately owned domestic water, sanitary sewer (including an individual septic system), stormwater management, police and fire protection. Indeed, development in much of the unincorporated urban areas throughout the county has occurred with privately owned domestic water, sanitary sewer, and stormwater facilities.

The Board finds that nothing in the text of the standard ties the adequacy of these facility and service types to public ownership or to a requirement that facilities be owned by a particular government. If the Board had intended an ownership limitation, the standard would have been written to say so (for example, by requiring "publicly owned" facilities, "City facilities," or facilities "provided by a special district or local government"). Instead, the standard uses broad system terms—facilities and services—that the Board finds commonly include public, quasi-public, and privately owned components – which the Board finds meets this standard so long as they are available at the time of development and sufficient to meet the demand of development allowed by the proposed zone change, both of which the Board finds is the case here.

Additional support for the Board's interpretation of this standard is found in the MCC definition of "public utilities," to "mean water, gas, sanitary sewer, electricity, telephone, and wire communication service, and CATV (cable television) service lines, mains, pumping stations, reservoirs, poles, underground transmission facilities, substations, and related physical facilities ***." Many of those are provided by private companies (for example NW Natural Gas, PGE, AT&T are all private). This reinforces that the use of the term "public" does not describe ownership, but rather a facility/utility type that the public would rely upon when they go to develop their private property.

Other support can be found in the state law definition of public facilities in OAR 660-011-0005(5) which states it "includes water, sewer, and transportation facilities" and OAR 660-011-0005(6) which describes a "public facility project as one that is either "funded *or utilized*" by members of the public. (Emphasis supplied.) Similarly, the state law prohibition on "sewer service to rural lands" under the Goal 11 "Public Facilities Planning" rule, OAR 660-011-0060(1)(b)(f), prohibits extending a "sewer system" outside of UGBs, which refers to a "sewer system" that serves one or more lots or parcels, by *either* a public or private provider. Again, it is not ownership that matters, but the adequacy of water, sewer and storm services.

Moreover, further support for the Board's interpretation is found in the context of the provision, in that the County similarly requires "adequate public facilities and utilities" in the County's *Rural Code* in Title 17 as an approval standard for zone changes outside of UGBs. MCC 17.123.060(C). However, the County's acknowledged rural code, MCC Chapter 17 to include MCC 17.123.060(C) only applies outside of UGBs. State law generally forbids publicly owned facilities or utilities being extended outside of UGBs – to the "rural" areas covered by the County's "rural" code. If this standard were interpreted to apply only to publicly *owned* or entire systems as opposed to allowing for a showing of adequate individual facilities of a single domestic well, or a septic system, or a single lot or parcel storm management facility by the time of the development authorized by the zone change, then there would be no point in the County code including a provision authorizing zone changes at all because, as a practical matter, no zone change could ever be approved in the areas of the County outside of UGBs. The Board finds that is not what the County intends by applying the standard as a basis for approval of zone changes.

The Board finds the evidence presented by the Applicant persuasive and credible that adequate public facilities of a single domestic water well, single septic system and single storm management system, transportation networks and public services are in place or planned to be

provided concurrently with the development of the property. Accordingly, the Board finds that this criterion is met.

C. The request shall be consistent with the purpose statement for the proposed zone.

The proposed zone is the County CG (Commercial General) zone. The County CG zone's purpose statement listed under MCC 16.07.000 states:

> *The purpose of the CG (commercial general) zone is to provide areas suitable for warehousing, wholesale commercial sales and services with related outdoor storage or retail sales. The commercial general zone is appropriate in those areas designated commercial in the applicable urban area comprehensive plan where the location has access to an arterial street or highway for transport of bulk materials and where impacts associated with permitted uses will not create significant adverse impacts on local streets or residential zones.*

The Board finds that the proposed CG zone is appropriate for the underlying Comprehensive Plan designation of Commercial. The Subject Property is in the "urban area" and is adjacent to Highway 99E, a highway. The Board finds that it is in an area suitable for warehousing or wholesale commercial sales and services because the property has access to Highway 99 and the impacts of the authorized uses in the proposed zone will not create significant adverse impacts on local streets or residential zones, because neither are near to the Subject Property. Moreover, the Board observes that the proposed zone with the LU Overlay only allows UT uses that are now authorized in the UT that are also authorized in the CG zone plus the additional use of a single type of specialty contractor (electrical contractor) and their associated warehousing the CG zone allows under MCC 16.07.010(A)(3). The proposed zone change is consistent with the purpose statement for the CG zone. This standard is met.

D. If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the proposed zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.

The Board finds that this standard has two elements. First, it applies when the proposed zone allows uses that are "more intensive" than uses allowed in other County Commercial zones. Second, when the standard applies, then the uses allowed by the proposed zone must not have a significant adverse effect on adjacent properties that are themselves zoned for less intensive uses. Each element of the standard is addressed separately below.

As explained below, the Board finds that the proposed zone change, as limited by the LU Overlay, will not allow uses that are more intensive than the uses allowed by other County commercial zones. In the alternative and as a precaution only, the Board also finds that even if the uses allowed by this zone change were more "intensive" than uses allowed by other County commercial zones, they do not "significantly adversely impact allowed uses on adjacent properties that are zoned for less intensive uses." Regarding the latter, the Board finds that there

are no adjacent properties that are zoned for less intensive uses than the uses allowed by this zone change.

1. **The proposed zone does not allow uses that are "more intensive" than uses allowed in other County Commercial zones that implement the Commercial Plan Designation,**

County commercial zones implement the Commercial plan designation that applies to the Subject Property. There are five such County commercial zones that implement the "Commercial" Plan designation that applies: Commercial Office, Commercial Retail, Highway Commercial, Industrial Commercial and the subject CG zone.

The proposed zone change to Commercial General (CG) with the LU Overlay will allow only a limited suite of uses to control impacts in response to concerns expressed by the City of Woodburn. Specifically, this zone change will only allow uses that are both allowed in the UT zone and the CG zone plus one new use type allowed in the CG zone of a single specialty contractor and associated warehousing – specifically a single electrical contractor and its associated warehousing. The Board finds that all are allowed by the CG zone and that specifically this single additional electrical contractor and associated warehousing use is allowed in the CG zone per MCC 16.07.010(A)(3). The uses allowed under this zone change are limited to the following under the LU Overlay that is also applied by this decision:

Uses permitted out right:

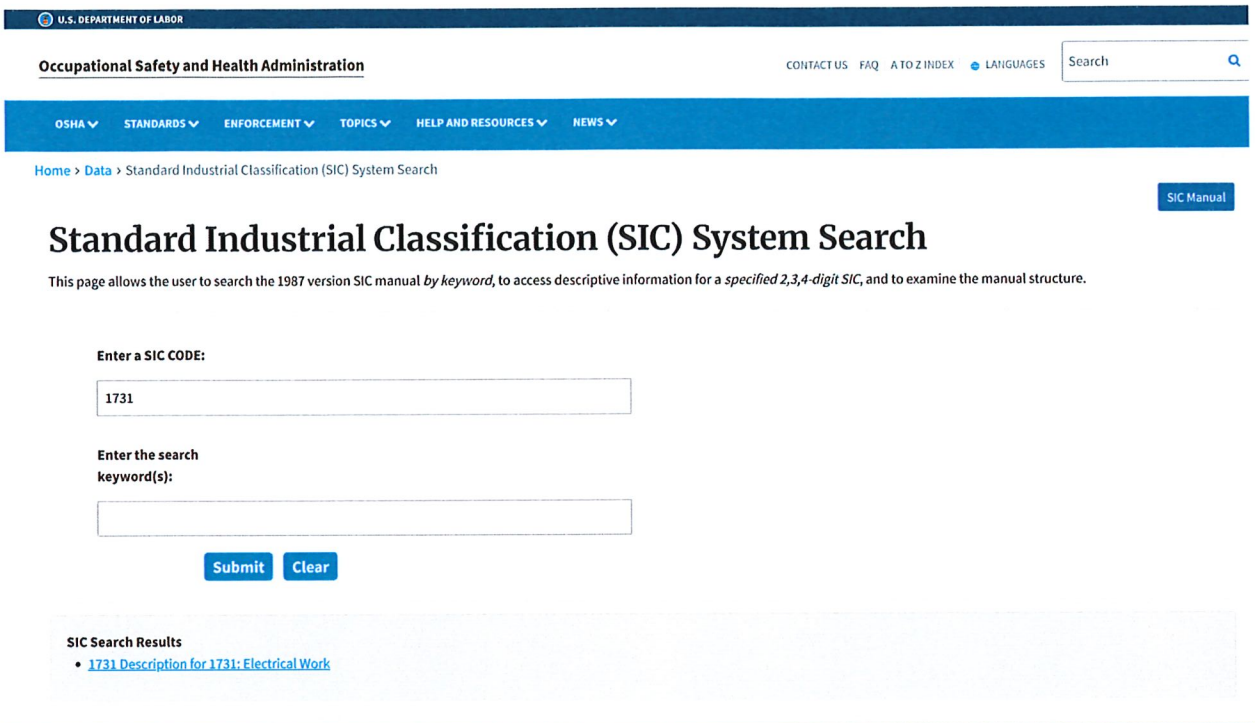
- SIC 1731, Electrical contractor business and associated warehousing
- MCC 16.25, Permitted Uses Generally
- MCC 16.31, Signs

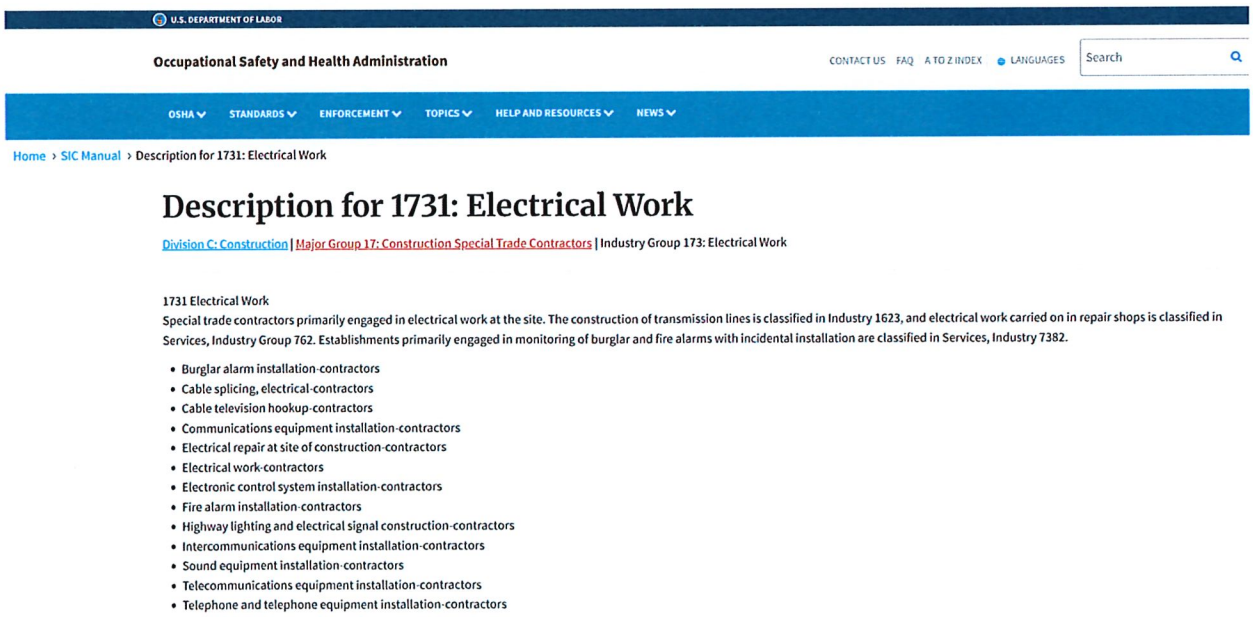
Uses permitted conditionally:

- One dwelling unit or lodging room in conjunction with a commercial use.
- Educational services, SIC 82.
- Social services, SIC 83.
- Amusement and recreation services, SIC 79.
- General government, not elsewhere classified, SIC 919.
- Fire protection, SIC 9224.
- Administration of economic programs, SIC 96.
- Public utilities* without outdoor truck parking or outdoor material storage.
- The following use is additionally subject to the special standards in Chapter 16.26 MCC: Religious organization and membership organization, SIC 86 (see MCC 16.26.600).

The one new allowed CG use of a single electrical contractor business with associated warehousing is within the SIC Classification of "17" authorized as a permitted use in MCC

16.07.010(A)(3). In this regard, MCC 16.49.246 establishes that "SIC" designation means the Standard Industrial Classification Manual published in 1987, as referenced in MCC 16.35.220. The relevant SIC Manual, published in 1987, is maintained by the Occupational Safety and Health Administration:





SIC Code 1731-01 Description (6-Digit)

Electric Contractors are companies that specialize in the installation, maintenance, and repair of electrical systems in residential, commercial, and industrial settings. They are responsible for ensuring that electrical systems are safe, functional, and up to code. Electric Contractors work with a variety of clients, including homeowners, businesses, and government agencies. They may work on new construction projects, remodels, or repairs.

Parent Code - Official US OSHA

1731 - Electrical Work

Official 4-digit SIC codes serve as the parent classification used for government registrations and OSHA documentation. The marketing-level 6-digit SIC codes extend these official classifications with refined segmentation for more precise targeting and detailed niche insights. Related industries are listed under the parent code, offering a broader view of the industry landscape. For further details on the official classification for this industry, please visit the OSHA SIC Code 1731 page

Tools

Wire strippers	Circuit tracers	Crimping tools
Pliers	Multimeters	Cable pullers
Screwdrivers	Power drills	Cable ties
Voltage testers	Hole saws	Label makers
Cable cutters	Reciprocating saws	Insulation testers
Conduit benders	Pipe threaders	
Fish tapes	Pipe cutters	

Industry Examples of Electric Contractors

Residential wiring	Solar panel installation	HVAC electrical work
Commercial lighting	Generator installation	Data center electrical systems
Industrial machinery installation	Security system wiring	
Electrical system maintenance	Fire alarm system installation	

MCC 16.35.220(A) recognizes that uses can be functionally described in the MCC or described with reference to their SIC code. The MCC 16.35.220(C) also recognizes that uses can be neither described in the SIC or the MCC, and, in that case, their "ordinarily accepted meaning" is what should be used to describe such uses. MCC 16.35.220(A) further provides that if the relevant use is defined in the MCC, then the MCC definition "takes precedence" over the relevant SIC classification. MCC 16.35.220(A) states that when an SIC code is attached to uses in the MCC then that is not definitive to describe the use but rather "is an aid to interpretation." Accordingly, per the latter, the Board finds that where a use is described in the SIC Code, that the SIC Code provides the interpretive scaffolding for the scope of the allowed use, but that the Board may interpret and apply limiting parameters for the use.

Here, the CG zone to be applied under this zone change describes the relevant use as "Construction contractor's offices and related outdoor storage, SIC 15, 16, 17." This use is not defined in MCC 16.49. Therefore, the SIC Code of 15, 16 and 17 applies an "aid to interpretation" of the scope of that use.

The SIC subset under SIC 17 that applies here is SIC 1731 to which the LU Overlay attaches to limit CG uses on the property. SIC Code 1731 is for "electrical work", which is an SIC

subcategory that falls under SIC Code "Division C Construction" and further falls under "Major Group 17: Construction Special Trade Contractors". The Board finds that the specific type of use allowed under SIC 17 per MCC 16.07.010(A)(3) and specifically SIC 1731 which the LU Overlay limits this allowed use category to for this zone change, is a single electrical contractor business and associated warehousing. Regarding the authorized associated warehousing, the Board finds that even though "associated warehousing" is not specifically identified as an allowed use under SIC Code, 15, 16 and 17, the Board interprets the allowed uses in MCC 16.07.010(A)(3) to include associated warehousing. The Board finds that warehousing associated with permitted and conditional uses is not listed as allowed at all in any of the CG zone, but that the CG zone expressly contemplates warehousing as a component of allowed uses. In this regard, the purpose of the CG zone begins by observing that the purpose of the CG "zone is to provide areas suitable for warehousing ***." The Board finds that "warehousing" is an implicit allowed use authorized as a part of the uses that MCC 16.07.010(A)(3) - "Construction contractor's offices and related outdoor storage, SIC 15, 16, 17,"- authorizes.

As noted, the LU Overlay is being applied to the Subject Property to limits the uses authorized by this zone change to uses allowed in the UT zone that are also allowed in the CG zone and a single electrical contractor with associated warehousing which is a use described in SIC Code 1731, all of which is designed to limit impacts in response to concerns expressed by the City of Woodburn.

Also, in response to concerns by the City of Woodburn, outdoor storage is prohibited for any use that is established under the proposed zone change. Other conditions are imposed on this zone change to respond to Woodburn's concerns.

The Board finds that the question under the first part of this standard is whether allowing the limited suite of CG authorized UT uses that are now allowed on the property and in the CG zone plus the newly permitted SIC 1731 use of a single electrical contractor business and associated warehousing allows uses that are "more intensive" than the uses allowed by other candidate County CG zones. The Board finds the proposed zone change does not allow uses that are "more intensive" than uses allowed in other candidate Commercial zones.

First, the Board interprets the terms "more intensive" used by this standard to refer to uses allowed in the proposed zone with LU Overlay having significantly greater impacts such as traffic and adverse visual impacts than the potential impacts associated with uses allowed by the other candidate commercial zones. While tautological, the Board finds that uses with the same impacts do not have greater impacts and would not be "more intensive." The Board finds that "more intensive" uses have noticeably more impacts than uses allowed in other candidate commercial zones. In this regard, Websters Online Dictionary defines the term "intensive" to mean: "of, relating to, or marked by intensity or intensification: such as (a): highly concentrated," and "tending to strengthen or increase." Websters defines the term "intense" as "existing in an extreme degree." Thus, the Board finds that the use comparison under this standard asks whether the uses in the proposed zone with the LU Overlay are noticeably more extreme in degree than uses that are allowed in other candidate Commercial zones.

At the outset, the Board notes that there is no dispute that the proposed zone is not "more intensive" than the Highway Commercial and Industrial Commercial zones. The Highway Commercial zone authorizes gas stations and automotive dealers among other uses that are clearly at least as intensive in terms of traffic, visual and other impacts, than the uses allowed by the proposed zone change with LU Overlay. By their nature, gas stations and automotive dealers are auto-oriented and rely upon frequent visits by members of the public for their business. Similarly, the Industrial Commercial zone authorizes "Building Materials, hardware, garden supply and mobile home dealers," "general merchandise stores" "food stores" and "automotive dealers" among others that are also clearly at least as intensive if not more intensive than the uses allowed by the proposed zone change with LU Overlay, in terms of traffic and visual impacts. The Board notes that the IC zone also allows "Construction contractor's offices and related outdoor storage, SIC 15, 16, and 17" per MCC 16.09.010(6), that are not limited as here and so would allow outdoor storage, which the proposed zone change prohibits. The City has argued that allowed CG uses with outdoor storage are particularly impactful to the City. Therefore, the Board finds that this facet of the IC zone – that it allows outdoor storage for specialty contractors – is "more intensive" than the uses allowed by the proposed zone with the LU Overlay. The Board finds that the proposed zone is not "more intensive" than the uses allowed in either of the HC or IC zones.

The Board finds that the Commercial Office, Commercial Retail zones allow the UT uses allowed by this zone change but that those zones do not allow an electrical contractor business and associated warehousing. The Board finds that the UT uses allowed by the proposed zone change are not "more intensive" than the uses allowed in the CO or CR zones.

The question then under this standard is whether this zone change allowing a single electrical contractor's business with associated warehousing is "more intensive" than the uses authorized by the CO and CR zones. The Board finds that it is not.

CR explicitly allows (outright) major use categories that are "more intensive" because they generate more traffic, longer operating hours, and customer turnover, including: Retail sales categories (building materials/hardware, general merchandise, food stores, apparel, furniture, miscellaneous retail); Eating and drinking places; Hotels and lodging; Entertainment / recreation uses (theaters, bowling, dance studios, etc.) The Board finds that the proposed zone is not "more intensive" than the uses allowed in the County's CR zone.

The CO zone is designed for "professional and general commercial offices, membership organizations, similar low intensity, nonretail commercial services and medium density residential accommodations." MCC 16.05.000. Uses the CO zone allows include "organization hotels and lodging houses on membership basis" (MCC 16.05.010(8)), and offices for a variety of professionals, all of which would have a greater number of daily trips, parking demand, and intensity of site use versus a single electrical contractor and associated warehousing. Further, the Board finds that per MCC 16.05.010(40) and MCC 16.25.200(H),[1] the CO zone allows all uses

[1] "Subject to the requirements in subsection (H)(2) of this section, uses permitted outright in certain zones are permitted as an accessory use in a more restrictive zone as follows:

allowed under MCC 16.25. MCC 16.25 in turn allows as accessory uses *all of the uses that are allowed in the CR zone* (MCC 16.06.010). Thus, in the CO zone, general merchandise stores, food stores, eating and drinking places, hotels, gas stations, automobile deals etc. are all allowed – so long as they are accessory to a MCC 16.05 use.

For example, there could be in the CO zone an automobile parking use plus an accessory café, or an international affairs center and associated accessory retail store and café, or a vocational school teaching automotive repair and associated accessory car sale lot with fueling positions, and so forth. The Board finds that the proposed zone is not "more intensive" than the County's CR and CO zones.

Moreover, the Board observes that each of the CO and CR zones allow "schools (CO zone - MCC 16.05.010(A)(2), (22) and MCC 16.06.010(A)26), (33)), which the Board finds Mr. Clemow's traffic analysis dated May 14, 2025, establishes have significantly greater traffic impacts than the uses allowed by the proposed zone change with the LU Overlay. Therefore, the traffic impacts of uses allowed in the CR and CO zones are significantly greater than the traffic impacts from a single electrical contractor and associated warehousing as described in Mr. Clemow's report. That alone makes the CO and CR zones "more intensive" than the proposed zone. Finally, the Board observes that any single electrical contractor and associated warehousing established on the property will be consistent with the site plan subjected by the Applicant per a condition imposed by this decision to respond to Woodburn's concerns and limit impacts.

The Board finds that the proposed zone with the LU Overlay is not "more intensive" than the other candidate commercial zones.

2. **Even if the proposed zone change does allow uses that are more intensive than uses in other possible commercial zones that implement the Commercial Plan designation, there are no adjacent zones zoned for less intensive uses and even if they were zoned for less intensive uses, the uses allowed by the proposed zone will not allow uses that will have a significant adverse affect on such adjacent properties that are zoned for less intensive uses.**

As explained above, the Board finds that the uses allowed by the proposed zone with the LU Overlay applied are not "more intensive" than the uses allowed in the candidate County

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1.**** Uses permitted in MCC 16.06.010 of the CR zone, other than a medical marijuana dispensary*, are an accessory use in the CO zone. Uses permitted in MCC 16.07.010 of the CG zone are allowed as an accessory use in the CR zone. Uses permitted in MCC 16.11.010 of the IG zone are permitted as accessory uses in the IP zone.
2. Requirements.
a. The area occupied by accessory uses permitted in subsection (H)(1) of this section shall not exceed 40 percent of the area occupied by uses permitted outright or conditionally in the primary or overlay zones.
b. Any development requirements in Chapters 16.24 and 16.26 through 16.34 MCC shall be met for the accessory use as if it was a primary use.
c. The accessory use shall be located on the same lot as the primary use and any structures associated with the accessory use shall be owned or leased by the owner of the primary business.
d. The allowance of accessory uses in a more restrictive zone shall not be considered a basis for a zone change to a less restrictive zone.

commercial zones. Accordingly, the Board finds it is unnecessary to proceed to the second part of this standard concerning adverse impacts on adjacent properties in less intensive zones. Rather, the Board finds and reinforces that the second part of the standard is only triggered if the uses allowed by the proposed zone with the LU Overlay applied are "more intensive" than the uses allowed in the candidate County commercial zones. As explained above, the Board finds that the second part of this standard is not triggered and there is no need to address it.

However, as a precaution and without waiving the County's position that it is unnecessary to do so, the Board determines that the second part of the standard is also met, if it applies. In this regard, the Board interprets this standard to require that the proposed zone, with the LU Overlay applied, will not allow uses that will have a significant adverse effect on the current uses of adjacent properties that are zoned for less intensive uses. As discussed below, the proposal does not allow uses that will have a significant adverse effect on adjacent properties that are zoned for less intensive uses.

First, none of the adjacent properties are zoned for less intensive uses. All of the surrounding properties are zoned UT except for one zoned Public and one zoned EFU. The "allowed" uses on the "adjacent properties" include, for the UT zone, the full list of UT permitted and conditional uses; for the Public zone, the full list of permitted and conditional uses; and for the EFU zone, the full list of permitted and conditional uses.

The Board finds that the Public zone allows more intensive use than the uses allowed by this zone change. The Public zone allows "terminal and service facilities for motor vehicle transportation." This use describes places where people are picked up and dropped off or transferred for paid passenger travel by road vehicles plus support staff and can include passenger terminal functions: waiting areas, ticketing/check-in, customer service counter, luggage handling, platforms/bays, vehicle operations: bus/shuttle/van staging areas, layover space, dispatch/operations office, as well as service/maintenance support: fueling/charging, washing, light maintenance/inspection, driver break room, storage, parts/equipment. The Board finds that such uses are at least as intensive if not more intensive than the uses allowed by the proposed zone change. Thus, the Board finds that the proposed zone does not authorize uses that are "more intensive" than zones that apply to adjacent properties.

The UT zoned properties allow uses that allow the same traffic impacts as the majority of the uses allowed by this zone change which are predominately UT allowed uses that are also allowed in the CG zone. It is axiomatic that the same uses cannot be "more intensive" than another of the same use. Further, the undisputed evidence in the record demonstrates that many CG uses that will continue to be allowed under this zone change have far greater traffic impacts than the single electrical contractor business with associated warehousing that is allowed by the proposed zone. Specifically, the Board finds that the proposed zone will allow "Educational Services" which includes public and private schools. As the evidence below demonstrates, the Board finds that allowed educational use on the surrounding properties zoned UT demonstrates that the UT zone allowed uses here in the new CG zone as limited by the LU Overlay, are as intensive in terms of traffic impacts and the proposed zone and in particular the Board notes that UT zone uses are more

intensive than the traffic impacts of the one new allowed use of a single electrical contractor with associated warehousing:

TL#1 – TABLE 1 – DEVELOPMENT TRIP GENERATION [1]									
Development	ITE Code	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Current Marion County UT-5 Zone – Conditional Uses									
Private School (K-8)	530	200 Students	822	113	89	202	24	28	52
— OR —									
Day Care Center	565	50 Students	205	21	18	39	19	21	40
— OR —									
Library	590	10,000 SF	721	7	3	10	39	43	82
Proposed Marion County CG Zone – Specific Development									
Specialty Trade Contractor	180	5,000 SF	49	6	2	8	3	7	10
Warehousing	150	32,500 SF	56	4	2	6	2	4	6
Total Proposed Development			**105**	**10**	**4**	**14**	**5**	**11**	**16**

[1] Trip generation estimated using the *Average Rate* per recommended practice in the ITE *Trip Generation Handbook*, 3rd Edition.

As noted here and elsewhere this zone change as conditioned will only allow the property to be developed with UT zone uses now allowed on the property (that are also allowed in the CG zone) and a single additional allowed use of one electrical contractor with associated warehousing so long as it is established on the property substantially in conformity with the Applicant's submitted site plan.[2] The Board agrees with the Applicant that as conditioned, the impacts of the proposed zone change are modest, do not have significantly greater impacts such as traffic and adverse visual impacts than the potential impacts associated with uses allowed in the UT zone. Put another way, the Board finds that the proposed zone will not have noticeably more impacts in any extreme degree than uses allowed in the UT zone. Therefore, the Board finds that the allowed uses under the proposed zone change are not "more intensive" than the allowed uses in the UT zone that applies to adjacent properties.

The remaining adjacent zone is the EFU zone. The Board finds that the EFU zone allows uses that are "more intensive" than the uses allowed by the proposed zone change and so, put in reverse, the proposed zone does not allow uses that are more intensive than the EFU zone. The EFU zone allows multiple agritourism events under MCC 17.136.040(9); a winery (MCC 17.136.040(B)), cider business or farm brewery (MCC 17.136.040(P) and (Q)); as well as "public and private schools" (MCC 17.136.040(D) – except that the design capacity of school buildings must be for 100 people or less; a slaughterhouse (MCC 17.136.040(F)); landscape contracting business (MCC 17.136.040(D)(6)); and "commercial activity in conjunction with farm use" MCC 17.136.060(D). The Board finds that each of these uses are at least as intensive as the uses allowed

[2] As the Applicant explained, the site plan was submitted to respond to City of Woodburn concerns about the one new allowed CG use to demonstrate and limit its impacts.

by the proposed zone change – as limited by the LU overlay. In particular, the Board finds the following:

- Commercial activities in conjunction with farm use are allowed in the EFU zone and can be intensive and involve significant traffic. *See Friends of Yamhill County v. Yamhill County*, 255 Or App 636 (2013).
- As demonstrated in Mr. Clemow's traffic report submitted with the application, dated February 14, 2025, a 12,000 sq ft "nursery/garden center" generates significantly more traffic trips than uses allowed in the proposed zone. The Board finds that a "nursery garden center" can be a type of "landscape contracting business" that is allowed in the EFU zone if selling products produced on the farm – as is occurring on the nursey that is across Highway 99 from the Subject Property.
- The Board finds that even with a 100 person design limit on public or private schools, the EFU authorization of the use of public and private schools is at least as intensive as the uses allowed by the proposed zone change. Put another way, both the proposed zone and the EFU zone allow the use of the property with a school with a total 100 person design limit. The Board finds that cutting in half the traffic trips outlined in Mr. Clemow's report to account for a 100 person building design limit, the EFU zone authorization of "public and private schools" authorizes a use which is at least as intensive if not more so than the uses allowed in the proposed zone. In particular, the Board observes that Mr. Clemow's report establishes that a 200-student private school generates significantly more traffic than a single electrical contractor with associated warehousing. The Board finds that even cutting the student load in half, based upon Mr. Clemow's analyses, which the Board finds credible and persuasive, a private school will still generate significantly greater trips than the one new allowed electrical contractor use authorized for the proposed zone.

The Board finds that the proposed zone does not allow uses that are "more intensive" than uses that are allowed in the zones applied to adjacent properties. The Board finds that as compared to uses allowed in the EFU zone, the proposed zone does not allow uses will have noticeably more impacts in any extreme degree than uses allowed in the EFU zone. Put another way, the Board agrees with the Applicant that as conditioned, the impacts of the proposed zone change are modest, and do not have significantly greater impacts such as traffic and adverse visual impacts than the potential impacts associated with uses allowed in the EFU zone.

However, the Board also finds in the alternative, that even if the uses in the proposed zone are more intensive than uses allowed in the zones on adjacent properties, that the uses allowed by the proposed zone change will not have a "significant adverse affect" on the uses that are now occurring on those properties, in those zones.

To begin with, the Board finds that Websters Dictionary defines the term "significant" to mean "having meaning", "full of import" having or likely to have influence or effect: important" and "large enough to be noticed or to have effect." The Board interprets the term "significant adverse effect" here to refer to an adverse effect that is large enough to be noticed and important to the occupants of adjacent property.

The Board additionally interprets this standard to look only at impacts from uses allowed under the proposed zone change on uses that are now being made of adjacent property.

The Board further interprets this standard to mean that uses that are now allowed as permitted or conditional uses in the existing UT zone, cannot "significantly adversely affect" allowed uses on adjacent properties under this standard – regardless of whether those adjacent properties are zoned for less intensive uses. This is because the UT zone that now applies to the property already allows uses with impacts and potential impacts that adjacent properties can or do experience under the current UT zoning. Those UT zone use impacts are unchanged under the proposal – except that the proposed zone with the LU Overlay allows fewer UT uses than are now allowed on the subject property because the proposed zone change limits the allowed UT zone uses to those that are allowed also in the CG zone. Accordingly, the Board finds that the only use that the Board must consider under this second prong of the standard, is the new allowed CG use of a single specialty trade contractor – specifically a single electrical contractor under SIC Code 1731 - and associated warehousing allowed under MCC 16.07.010(A)(3), as that use is conditioned to be established in this decision.

The transportation impacts of the single new electrical contractor use that this zone change will allow are described in the Applicant's transportation reports dated February 14, 2025, and May 14, 2025, prepared by Mr. Clemow. The Board finds the traffic impacts described by Mr. Clemow to be credible and correct including in the analyses for the one new CG use that this zone change will allow. The Board finds that the transportation impacts of that one newly allowed use are modest and will not cause any "significant adverse impact" on the uses now being made on adjacent properties. In this regard, to further limit the impacts of the zone change, the Board imposes a condition of approval that any electrical contractor and associated warehousing developed on the site be substantially in conformity with the Applicant's submitted site plan upon which Mr. Clemow's transportation analysis was framed and that there be no outdoor storage.

Uses on adjacent properties include a wrecking yard (auto wrecking and recycling). The evidence in the record demonstrates that such uses have significant traffic and visual impacts and the Board finds that the uses allowed in the proposed zone will not have a significant adverse impact on the uses being made of adjacent properties. The Board further observes that no one argued that the uses on adjacent properties would experience significant adverse impacts under the proposed zone change. Adjacent properties also include a cemetery on the Public zoned property. That cemetery now coexists with the wrecking yard with no known issues. The Board finds that the impacts of the one new use allowed by this zone change – as it is conditioned by this decision - will not cause any significant adverse impacts to the cemetery use of the adjacent property zoned Public. Finally, the Board finds that the remaining property to be evaluated in the EFU zoned property across Highway 99 from the subject property that is a commercial nursery. That use is located on Highway 99. It is also adjacent to the wrecking yard and contractor yard described above. As conditioned, the Board finds that the use made of that property will not have any significant adverse impacts from the one new use that is allowed by this zone change, as conditioned.

For the above reasons, the Board finds that the one new allowed single electrical contractor shop and associated warehousing as conditioned by this decision will not have a significant adverse impact on uses on adjacent properties. Accordingly, the Board finds that this standard is met.

Limited Use Overlay Zone

3. MCC 16.22.010 explains the purpose of the limit use overlay zone:

> *The purpose of the limited use overlay zone is to reduce the list of permitted or conditional uses in a zone to those that are suitable for a particular location. Zones permit a number of uses without notification or opportunity for a hearing, because the uses are considered generally acceptable, although type and intensity of activity may vary. Zones also include conditional uses that may be permitted if certain criteria are met. However, on a particular property certain of these uses may conflict with adjacent land uses or may not be considered suitable for a particular site.* ***Rather than deny a zone change because the proposed zone would allow an objectionable permitted or conditional use, the limited use overlay can be used to identify the appropriate uses and either require a conditional use permit for other uses normally permitted in the zone or delete objectionable permitted or conditional uses from the zone or to limit, modify or restrict a specific permitted or conditional use. It is the intent that the maximum number of acceptable uses be permitted so that the use of the property is not unnecessarily limited.***

MCC 16.22.010 establishes that the purpose of the LU zone is to reduce the list of permitted or conditional uses in a zone to those that are suitable for the site. The City of Woodburn has expressed numerous suitability concerns. The LU zone is applied to significantly reduce the list of allowed uses to respond to the City's concerns.

MCC 16.22.010 requires that, if possible, zone changes are to be approved using the LU zone as mechanism to resolve conflicts.

The Board interprets MCC 16.22.010 as appropriate to apply here. As noted, the City of Woodburn objects to the potential uses that could be authorized by the proposed zone change. The Applicant offered to limit the potential uses of the subject property to "identify the appropriate uses" and to "delete objectionable permitted or conditional uses from the zone" as well as "to limit, modify or restrict a specific permitted or conditional use." The City was concerned that uses requiring City services could be established if the CG zone is applied and also argued that CG uses could be established that had particular impacts that the City finds objectionable like outdoor storage. The Board finds that the application of the LU overlay resolves the identified concerns.

Thus, per the purpose of the LU Overlay, the Board finds that rather than deny the requested zone change, the County may implement a limited use overlay to limit allowable uses in the proposed CG zone. In this regard, the applicant has specifically requested that the only new CG use to be allowed is SIC 1731, electrical contractor business and associated warehousing. The applicant also requested to include the uses permitted in the UT zone that are also allowed by the CG zone. The Board observes that not all permitted or conditional uses in the UT zone are permitted or conditional uses in the CG zone. All of those UT zone uses that are allowed in the CG zone are listed in Exhibit B under condition J which outlines the uses permitted on the subject parcel under the Limited Use Overlay Commercial General zone established by this approval. In summary, the

limited use overlay will restrict the proposed CG zone to only those uses which are currently outright permitted, or which could potentially be permitted as conditional uses under the UT zone and also are allowable in the CG zone, as well as a single electrical contractor business and associated warehousing. The only new use of the subject parcel that would be permitted by the proposed zone will therefore be the single electrical contractor business and associated warehousing.

The County policy on zone changes is to utilize a limited use overlay rather than deny an application whenever possible. The Board of Commissioners determines that this application presents a situation where a limited use overlay is appropriate. Therefore, the Board finds that this criterion is met.

16.22.030 Procedures and criteria for limited use overlay

The limited use overlay zone is applied at the time the underlying zone is being changed or by legislative action by the Marion County board of commissioners. It shall not be necessary to mention in the hearing notice of a rezoning application that this overlay zone may be applied. The ordinance adopting the overlay zone shall include findings showing that:

A. No zone has a list of permitted and conditional uses where all uses would be appropriate;

The Board finds that the proposed zone is proper for implementation of the underlying comprehensive plan designation of Commercial. The proposed CG zone is the most restrictive Commercial zone which permits all of the authorized uses to include SIC 1731. The criterion is met.

B. The proposed zone is the best suited to accommodate the desired uses;

The desired uses are an electrical contractor's business and associated warehousing, and a reasonable suite of UT uses. The Board finds the proposed zone is the best suited to accommodate the desired uses.

The purpose of the CG zone is established in the Marion County Urban Land Development Code at 16.07 and establishes that the zone is "appropriate in those areas designated commercial *** where the location has access to an arterial street and where impacts associated with permitted uses will not create significant adverse impacts on local streets or residential zones." The Board finds that describes the Subject Property. The Board also notes that the Subject Property is designated commercial. The CG zone allows an electrical contractor business and associated warehousing as a permitted use and also allows a reasonable number of UT zone uses. Other candidate commercial zones do not allow an electrical contractor business and associated warehousing as a permitted use (CO, CR and HC). The Industrial Commercial zone is poorly suited for the "desired uses" because it is only appropriate for "areas designated industrial" in the comprehensive plan. The subject Property is designated Commercial and not Industrial. The property is located on Highway 99, a highway. The criterion is met.

C. It is necessary to limit the permitted or conditional uses in the proposed zone; and

The subject parcel must rely upon onsite individual domestic water service, a septic system and individual property private storm water management because it is too far away from City of Woodburn infrastructure. This is a significant limiter on the uses that could be made of the property

that are otherwise allowed in the CG zone. The Board finds that continuing to allow some of the UT zone uses on the site plus the addition of a single electrical contractor shop and associated warehousing can appropriately function on a private well, septic system and storm water management system. Therefore, the Board finds that it is necessary to limit the CG zone with a limited use overlay. The Board finds that the criterion is met.

D. The maximum number of acceptable uses in the zone have been retained as permitted or conditional uses. The ordinance adopting the overlay zone shall by section reference, or by name, identify those permitted uses in the zone that become conditional uses and those permitted or conditional uses that are deleted from the underlying zone. A use description may be segmented to delete or require a conditional use for any aspect of a use that may not be compatible.

The proposed zone change retains all of the UT zone uses that are also allowed by the CG zone and authorizes the use of a single electrical contractor shop and associated warehousing. That is the maximum number of acceptable allowed uses under the proposed zone change. In this regard, the lens of acceptability is both the Applicant's lens and the City of Woodburn's lens. The applicant has stated that this suite of allowed uses is acceptable to them. This zone change also responds with the maximum number of allowed uses that can respond to the acceptability issues that the City of Woodburn has raised. All of the allowed uses that are permitted and conditionally allowed by this zone change are listed in Exhibit B conditions, as required. The Board finds this standard is met.

City of Woodburn/Marion County Urban Growth Coordination Agreement ("UGCA")

The Subject Property is situated within the Urban Growth Boundary of the City of Woodburn. The City and County are parties to an intergovernmental agreement called the UGCA. The UGCA specifies coordination processes between the city and County on certain land use matters. The City initially argued that the terms of the UGCA have been adopted into the County's Comprehensive Plan and are an approval standard for this zone change application, although the City later walked back this position at the appeal hearing. The Board finds that the UGCA has not been incorporated into the County plan or zoning ordinance as would be necessary for it to serve as an approval standard for individual land use applications, including this one. The Board finds that the UCGA is not listed in the MCC as a standard for zone changes. The Board finds that the UCGA does not create any land use requirements that apply to the applicant for this zone change application. All County-City coordination provisions in the UCGA have been met.

Importantly, when the City of Woodburn was asked during the appeal hearing if it was the City's position that the County does not have the authority to change the UT zone in land that the County is the land use authority of, the City testified that was not the City's position. The City testified it was not saying that the UCGA effectively allows the City to veto County land use decisions within the UGB, which the City acknowledged would be an "absurd" position. The City reiterated these concessions multiple times and fell back to arguing that the development was not a good fit for the area. The City's concessions at the hearing effectively waived prior arguments, resolved the core legal issues of the application, and limited the City's objections to a policy disagreement that the City acknowledged the County had authority to decide. The Board's

decision is consistent with what the City recognized to be the relevant legal standards at the hearing. Since the City withdrew most of its arguments about the UGCA, the following analysis is precautionary only.

The intent of the UGCA was to assist Woodburn with obtaining approval for its remanded UGB and not to independently set out any additional criteria for land use applications. Both the UCGA and a City ordinance with new land use criteria were adopted at the same time. If the UCGA independently created new land use criteria for applicants, then the City ordinance would not have been needed.

The City mistakenly argues that the UCGA was adopted as a land use ordinance by the County as a part of its Comprehensive Plan on December 14, 2015, in a joint city/County legislative hearing. Specifically, the city takes the position that: "the City and County concurrently adopted modifications to their respective Comprehensive Plans" at that meeting. The City is mistaken. The City points to meeting minutes and a *City* ordinance – *City* Ordinance 2530. However, at that meeting the County approved entering into the UGCA, but did not enter into it at that meeting and the County did not adopt or amend any land use regulation or comprehensive plan provision to include the County and did not adopt the UGCA as a part of the County's comprehensive plan.[3] The December 14, 2015 minutes and attachments the City discusses, do show that the City adopted certain documents concerning a court of appeals remand of LCDC's approval of additions to Woodburn's UGB. However, with respect to Marion County, the record does not demonstrate the same. Those minutes discuss "Marion County Ordinance Consideration" and that Marion County "read the Ordinance by title only twice" and that reading was "seconded" and that "Ordinance" "passed unanimously" by "emergency procedure." The record does not shed much light on what "Ordinance" those minutes referred to. However, to the extent the Ordinance was City Council Bill 2922 and City Ordinance 2530, the Board finds that City ordinance was not adopted by the County as a land use ordinance then or later. There are several reasons why this is so.

First and foremost, Ordinance 2530 was by its terms a City ordinance not a County ordinance or County code amendment:

[3]The County entered into the UCGA later on December 23, 2015. The Board finds that the County did not then or later adopt any post acknowledgment plan or land use regulation amendments respecting the UCGA or apply post acknowledgment procedures necessary to do so to make the UCGA a part of the County Comprehensive Plan or its provisions a standard or criteria applicable to local land use applications.

COUNCIL BILL NO. 2992

ORDINANCE NO. 2530

AN ORDINANCE RESPONDING TO A LCDC REMAND ORDER BY ADOPTING AN URBAN GROWTH BOUNDARY; AMENDING THE WOODBURN COMPREHENSIVE PLAN AND URBAN GROWTH COORDINATION AGREEMENT TO DESIGNATE AN URBAN RESERVE AREA AND CREATE TWO 20-YEAR UGB EXPANSION LIMITATIONS; MAKING LEGISLATIVE FINDINGS TO EXPLAIN THE CITY COUNCIL'S ACTION ON REMAND; AND DECLARING AN EMERGENCY

"*****

THE CITY OF WOODBURN ORDAINS AS FOLLOWS:

Section 1. In response to the Remand Order, the UGB is amended as provided in Exhibit 1.

Section 2. In response to the Remand Order, the Woodburn Comprehensive Plan is amended as provided in Exhibit 2 to designate an Urban Reserve Area and two 20-year UGB Expansion Limitations.

Section 3. In response to the Remand Order, a modification of the City of Woodburn/Marion County Urban Growth Coordination Agreement (Exhibit 3) is authorized, which will include establishment of an Urban Reserve Area and two 20-year UGB Expansion Limitations.

Section 4. The actions taken in Sections 1 through 3 are in response to the Remand Order and are taken after reconsideration by the City Council of the facts and evidence in the existing record.

Section 5. The actions taken in Section 1 through 3 are explained and justified by the Legislative Findings on Remand, which are attached hereto as Exhibit 4 and incorporated herein.

Section 6. Section 2 of Ordinance 2391 (2005), which adopts a Comprehensive Plan Map and UGB boundary that is inconsistent with this Ordinance, is repealed.

Section 7. This Ordinance being necessary for the immediate preservation of the public peace, health and safety (because of the need for a timely response to the Remand Order) an emergency is declared to exist and this Ordinance shall take effect immediately upon passage by the Council and approval by the Mayor.

Approved as to form: _____ 12/9/2015
City Attorney Date

Approved: _____
Kathryn Figley, Mayor

Passed by the Council December 14, 2015
Submitted to the Mayor December 14, 2015
Approved by the Mayor December 14, 2015

Filed in the Office of the Recorder December 14, 2015

ATTEST: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

Second, under ORS 203.045 and Marion County Code 1.10.020, ordinances of the County must be adopted following certain requisites, which did not occur here with respect to City Ordinance 2530. ORS 203.045(2) states that an "ordinating clause of an ordinance" adopted by the governing body shall be "The [Marion County Board of Commissioners] ordains as follows." The same is required in Marion County Code 1.10.020(A). City Ordinance 2530 has no Marion County "ordaining clause." Respectfully, there is nothing in the record to demonstrate that the County adopted City Ordinance 2530 or ever made the UGCA an approval standard for zone changes approved by the County.

The fact that the County ultimately entered into the UGCA does not mean that the UGCA is a part of the County plan or is a standard that can be applied to land use applications like the applicant's requested zone change. In this regard, LUBA has held that intergovernmental agreements like the UGCA do not automatically become a part of the County plan. *City of Albany v. Linn County*, 81 Or LUBA 104 (2020). The Board observes that LUBA has also held that even if an intergovernmental agreement like the UGCA calls for a County to incorporate it

into the County Plan, if the County does not do so, it is not a part of the County plan and is not an approval standard. *Nez Perce v. Wallowa Co.*, 47 Or LUBA 419 (2004).

By its own terms, the UGCA is not self-executing as a creation of land use approval criteria. The UGCA does set notice requirements, all of which have been followed here, and goals for coordination on changing approval criteria. However, those goals are not binding on their own without further adoption into County regulations.

To have the force of law and be added to the County Comprehensive Plan (*i.e.* to amend the County plan to add it to the plan), requires County legislative action.[4] In this regard ORS 203.035 states that "the governing body of a county may by *ordinance* exercise *authority* within the county ***". Amending the County plan is an exercise of County legislative authority. This principle is reinforced by Marion County Code 1.10.010 which states a "legislative ordinance" is how the County exercises its authority over matters of County concern per ORS 203.035 and identifies a separate type of Ordinance – an "administrative ordinance" for exercises of County authority in quasi-judicial matters.[5] Legislative actions can take many types, but the Board finds that legislative actions that change County laws, including amending the County Plan, requires the adoption of a County ordinance. With respect to amending the County Comprehensive Plan to add the UGCA, there is no evidence in the record that this happened.

The fact that legislative action is necessary to adopt or make changes to a County Comprehensive Plan or land use regulations is settled beginning with *Baker v. City of Milwaukie*, 271 Or 500, 513-14 (1975), which held that "comprehensive plans are legislative and permanent in nature." Here, as noted, there is no evidence in the record of a Marion County ordinance adopting the UGCA as a part of the County plan.

Further, the Board observes that state statutes and administrative rules govern amendments to County Plans or land use regulations. In this regard, ORS 197.610–.615 establishes the required procedures for post-acknowledgement plan and zoning ordinance amendments to take an action like to amend the County plan to add the UGCA to the County plan or to make its terms a land use standard or criteria applicable to zone changes. Similarly, OAR 660-018-005 through 150 governs the specific processes for post-acknowledgment plan amendments. The Board finds that

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[4] The reason for the required formalities to exercise County authority is not trifling – this is how the citizens are ensured of notice of new County laws and the chance to provide comment to the governing body concerning any such new laws.

[5] Amending the County Comprehensive Plan to add the UGCA invokes legislative authority (not quasi-judicial authority), and requires an ordinance to do so. Amending the County plan to add the UGCA and also to amend the County code to make the UGCA an approval standard for zone changes, requires the exercise of legislative authority as outlined by the Oregon Supreme Court in *Strawberry Hill 4 Wheelers v. Benton Co. Bd. of Comm*, 287 Or. 591, 602, 601 P.2d 769 (1979) (whether a particular action is legislative versus quasi-judicial is determined by evaluating the processes for which a decision is made: must the process result in a decision? Must the process apply preexisting criteria applied to concrete facts and does the outcome affect only to a closely circumscribed factual situation or a small number of people?) Where the answers to the *Strawberry Hill 4 Wheelers* inquiry are "yes" the action is quasi-judicial in nature and in Marion County if the action seeks to wield County authority, it would require an "administrative ordinance." However, exercising the County's police power to create obligations on a land use applicant to require that they demonstrate compliance with approval standards, requires that those approval standards be adopted by the County by an ordinance under Post-Acknowledgement procedures required by state law.

there is no evidence in the record of any post acknowledgement amendment process under these statutes and rules ever occurring to make the UGCA a part of the County plan or a requirement for zone changes.

ORS 197.175(2) further provides that local governments must:

(a) Prepare, adopt, amend, and revise comprehensive plans in compliance with statewide planning goals;
(b) Enact land use regulations to implement their comprehensive plans;
(c) Make land use decisions in compliance with either the goals or acknowledged plans, depending on the status of acknowledgment.

Adopting an agreement, standing alone, does not comply with ORS 197.175(2) to create requirements for individual land use applications.

Together, all of these laws demonstrate that an intergovernmental agreement standing alone is more in the nature of a contract and is not a land use regulation. While both intergovernmental agreements and land use regulations may be adopted through legislative action, the procedures for their adoption as explained above and below and legal consequences differ significantly. For example (by no means exclusive):

- IGAs under ORS chapter 190 do not require public notice, evidentiary hearings, or opportunity for appeal.
- Land use regulations, by contrast, must follow strict procedural requirements, including:
    - Submission of the full proposed text to DLCD prior to adoption (*OAR 660-018-0020(2)-(3)*);[6]
    - A public evidentiary hearing before the local decision-maker (*ORS 197.610*);
    - Notice to affected parties and the Department of Land Conservation and Development (DLCD) (*OAR 660-018-0050*);
    - Public participation as required by Statewide Planning Goal 2 (*OAR 660-015-0000(2)*);
    - Submission of the full final text to DLCD after to adoption (*OAR 660-018-0040(3)*); and

[6] "Before a local government adopts a change to an acknowledged comprehensive plan or a land use regulation, unless [an emergency exception applies], the local government shall submit the proposed change to" DLCD, OAR 660-018-0020(1), including "[t]he text of the proposed change to the comprehensive plan or land use regulation implementing the plan, as provided in section (3) of this rule[.]" OAR 660-018-0020(2)(a). "The proposed text submitted to comply with subsection (2)(a) of this rule must include all of the proposed wording to be added to or deleted from the acknowledged plan or land use regulations. A general description of the proposal or its purpose, by itself, is not sufficient." OAR 660-018-0020(3).

- Opportunity to appeal (*ORS 197.620*), among others.

When two or more local governments are required by coordination agreements to adopt mutually agreed changes to comprehensive plans or land use regulations, all of the above procedural requirements apply. Moreover, once plan and land use regulation amendments are adopted, the local government must provide DLCD with a copy of the final amendment decision and the amended text of the comprehensive plan or regulation. OAR 660-018-0040(3).

Respectfully, the Board finds that the County's Comprehensive Plan was never amended to add the UGCA and that the UGCA does not, by itself, impose land use standards for individual land use applications. To either add it to the County plan or to convert its provisions to land use standards that apply to individual quasi-judicial land use applicants in the County, the County must do so to include to enact the desired standards, through post acknowledgement amendment procedures for adopting or amending comprehensive plans or implementing regulations. Without this step, the UGCA remains a coordination framework, not a land use regulation.

The Board also observes that ORS 215.427(3)(a) locks in the standards and criteria that can be applied to a zone change to those that were in effect at the time that the application was first submitted. Here, the application was submitted at a time when the UGCA had not been adopted as a part of the County Plan or made relevant under any County land use regulation. Therefore, the UGCA cannot be a standard or criteria for this proposed zone change under ORS 215.427(3)(a). Instead, the Board finds that the standards and criteria for this zone change are as set forth MCC 16.39.000, 010, 020 and 030. A zone change in the UGB is expressly allowed by the County's acknowledged land use regulations. The Board observes that initially the City essentially argued that any zone change in the UGB where services have not been provided was prohibited, but respectfully that argument is not supported in law and without significantly changing the County's acknowledged rules for zone changes, the County cannot adopt the City's initial view. The City itself walked back that position at the appeal hearing. Under the County's code, a zone change is to be approved if it meets County zone change standards, as the proposal does.

Additionally, the County notes that even if the County had adopted Ordinance 2530 as a part of the County plan and had applied post acknowledgement procedures, the Board finds that City Ordinance 2530 does not have the effect of making the UGCA a part of the County plan or its provisions an approval standard for this application regardless.

City Ordinance 2530 amended the City of Woodburn UGB to add land to that UGB -land that is not near the subject property. City Ordinance 2530 added urban reserves but here there is no issue concerning and no dispute about urban reserves. City Ordinance 2530 "authorized" "a modification to the City of Woodburn/Marion County Urban Growth Coordination Agreement" to show the UGB amendment and urban reserves. That authority and any modification of the UGCA is not in dispute. City Ordinance 2530 is "in response to the [LCDC] Remand Order and are taken after reconsideration by the *City Council* of the facts and evidence in the existing record." This statement that the ordinance is a *city* response to an order, is undisputed. City Ordinance 2530 does not say that the UGCA (1) was adopted by the County into its

Comprehensive Plan, or (2) that it or any of its provisions was adopted by the County as an approval standard for zone changes.

The UGCA can only create approval criteria if it is incorporated through Marion County's Comprehensive Plan, which is one thing the City argues. However, the County has authority to interpret its own plan and has interpreted it as promoting agreements like the UGCA but not mandating that they be followed as approval criteria in specific land use applications.

Marion County Comprehensive Plan, Section II (Goals and Policies: Urbanization: Urban Area Planning) states: "The County and each of the cities have adopted intergovernmental agreements in the form of urban growth boundary and policy agreements or urban growth boundary coordination agreements for establishment of the urban growth boundaries, to address coordination requirements regarding Plan amendments and changes to the boundaries, and for identification of areas of special mutual concern." This section makes clear that County-City intergovernmental agreements govern how plan amendments are made and do not set out independent criteria for individual land use applications.

The Board finds that this provision means what it says- that intergovernmental agreements between a county and a city address coordination regarding Plan amendments and changes to UGBs and for the identification of areas of special mutual concern. The proposal involves none of those. There is no plan amendment at issue here, no changes to any UGB are at issue here and no area of special concern is at issue. The Board expressly finds that the Subject Property is not in any area of special concern. The Board finds that this proceeding concerns a zone change. The Board finds that the city's cited County Plan provisions do not make the UGCA (1) a part of the County Plan, or (2) an approval standard for this zone change.

Marion County Comprehensive Plan, Section II (Goals and Policies: Urbanization: Urban Area Planning) states: "Each urban growth program should consist of an urban growth boundary, urban development policies or ordinances to achieve the desired purpose, and joint city-County agreements to coordinate land use planning activities." The Board finds that this provision contemplates that agreements like the UGCA related to coordination are different from "urban development policies or ordinances to achieve the desired purpose." In other words, the Board finds that this provision reinforces that the UGCA is different than land use standards.

The City argues that numerous provisions in the UGCA concerning "development" must be applied as approval standards to this zone change. The County respectfully disagrees. The proposal at issue here is a zone change; it is not the approval of any "development." The UGCA sets out goals for coordination on establishing and changing UGBs, changing plan designations, notice provisions, rights of comment, provisions regarding urban reserves and establishes an area of mutual concern that does not include the subject property. The Board observes that nothing in the UGCA purports to establish approval standards for zone changes. The Board notes that it could not serve in such role because the UGCA itself (1) specifies that it may be reviewed "every year," assumedly for the purpose of revising it, and (2) either the city or County may end the agreement with 30 days' notice. The Board observes that these provisions are inconsistent with the UGCA serving as a standard for zone changes at all because it is inconsistent with the required post

acknowledgement plan and land use regulation amendment processes applicable to land use regulations.

The Board finds persuasive the credible evidence that Legal Counsel who worked on the UGCA in 2015, as well as a current County Commissioner who approved the UGCA in 2015, both recalled the intent of the UGCA was to assist Woodburn with obtaining approval for its remanded UGB and not to establish approval criteria for County zone change applications. The Board further observes that these recollections are supported by the fact that both the UGCA and a city ordinance with new land use criteria that binds the City of Woodburn were adopted at the same time. If the UGCA independently created new criteria, then the City ordinance creating City land use standards would have been unnecessary.

In the alternative and without waiver of the County's position that the UGCA was never adopted as a part of the County Comprehensive Plan and none of its provisions were ever adopted as an applicable standard for zone changes, the County finds that this application is consistent with the UGCA as follows:

- The County has authority to interpret its own land use regulations, which would include the UGCA if it is a land use criteria.
- Page 2, Whereas clauses, the County determines that "whereas" clauses are not binding standards or the operative provisions of the UGCA. This is consistent with normal contract interpretation. The County also interprets the "whereas" clauses of the UGCA as being aspirational regarding possible future changes to County code and not an independent criterion.
- RE: Section I "Coordination Policies and Procedures," by its terms this section deals with how the City and County will coordinate certain land use matters. Coordination does not suggest or give any party veto power over the land use decisions of another unit of government, as the City recognized in its own testimony. This is confirmed by the first policy under this section -Policy 1 that makes clear that the County retains responsibility for regulating land use until such time and lands are annexed to the City.
    - RE: Section I "Coordination Policies and Procedures," Policy 2 and 3, no one claims the processes identified were not followed and the Board finds that all such processes were followed here.
    - RE: Section I "Coordination Policies and Procedures" Policy 4, says "All land use actions within the Urban Growth Area shall be consistent with the Woodburn Comprehensive Plan and the County's land use regulations." The Woodburn Comprehensive Plan designates the subject property as "Commercial" and this application would align the zone with that "Commercial" designation, which is more than sufficient to be "consistent." The proposal is consistent with the "County's land use regulations" as specified in this decision. The City argues a variety of city Plan provisions apply as approval standards under this provision in the UGCA. The County respectfully disagrees. Only County code zone change approval standards apply for all the reasons discussed in this decision and none of the County's

approval standards for this zone change include a requirement to comply with the Woodburn plan provisions that the city argues apply. Regardless, even if the city plan could be said to apply as a standard for this zone change, the proposed zone change is consistent with the cited Woodburn plan policies.

- RE: Woodburn Plan G-1-1 – it simply would not apply. It imposes obligations on the City about managing its growth and coordinated population projections. It has nothing to do with the proposal.
- RE Woodburn Plan G-1.12 this provision acknowledges that the County has responsibility for regulating land in the UGB until such lands are annexed to the city and that such land is considered to be "available over time for urban development." There is nothing about the proposed zone change that is inconsistent with this policy.
- RE: Woodburn Plan G-1.14, requires that all land use actions in the urban growth area and outside the City limits "shall be consistent with the City's Comprehensive Plan and County Land use Regulations." The proposal is entirely consistent with the City plan Commercial designation – the only potentially relevant Woodburn plan element under the city's position and County land use regulations.
- RE: Woodburn Plan G-1-18, this provision concerns conversion of land "within the boundary to urban uses shall be based *upon consideration* of orderly provision of public facilities and services." (Emphasis supplied). This provision applies to the conversion of land in the UGB to urban uses and presumably that means the approval of uses that require city facilities. As noted elsewhere, the proposed zone change does not approve any particular uses and as explained below the uses it allows to be established are not "urban" uses under any reasonable understanding of what that term means in the context of land in the UGB. The Board observes that by definition land in the UGB is considered "urban" and in fact this property is governed by the County's "urban" land use standards in Title 16 "urban" code.

  Regardless, this city plan provision is not a mandatory standard even where it does apply but rather it calls for "consideration" of a factor. And even if a "consideration" could be viewed as a standard, "considering" the "orderly provision of public facility and services" is met here because that was clearly considered here - there is no disorder in the provision of the private individual public facilities and services that will be used to support the uses allowed by the proposed zone change. Rather, the property will rely on-site septic, a domestic well and an onsite storm water system and is required per the requested conditions of approval to connect to city water and sewer when it is available at the property.

  The Board finds that the proposal is consistent with the city plan designation for the property of Commercial. The Board also finds that

specific city plan policies do not apply, but that if they did that the proposal is consistent with them.

- UGCA Page 4, Section I(7) "The County shall not allow uses requiring a public facility provided by the City within the Urban Growth Area prior to annexation to the City unless agreed to in writing by the City" This provision applies to "uses" that require a City facility. This *zone change* is not a "use." Regardless, any use established under this zone change will not require "a public facility provided by the City." The Board finds the evidence is credible and persuasive that the Subject Property can feasibly, and will only, be served by a private domestic water well, a private septic system, and private stormwater facilities—just like other properties in unincorporated areas of the County – until such time as city facilities are available at the property on or after annexation.UGCA Page 4, Section I(9) "Conversion of land within the Urban Growth Area to urban uses shall occur upon annexation . . ." The city argues that the proposal converts the subject property to "urban uses" without annexation. Relatedly, the city cites a *city* plan policy G-1.17 which states that "The County shall not allow urban uses within the [UGB] prior to annexation to the City unless the City agrees in writing." The first issue with the City's argument is that, respectfully, the City plan cannot determine whether the County approves or denies County land use applications. The City's own hearing testimony effectively admitted this. Rather, the County is bound to apply the standards and criteria codified in the County's land use code to land use applications that come before it. Second, these provisions do not apply to zone changes in any case because they apply to "uses" and the approved zone change is not approval of any particular "use." Third, even if a zone change can be considered the approval of a "use," the proposal does not approve or allow any "urban use" within the meaning of these provisions. The proposal allows all of the uses that are now allowed in the UT zone and allows one additional use – a single specialty trade contractor (electrical contractor) and associated warehousing. The Board finds that the UT uses that the zone change allows are now allowed in the existing UT zone applied to the property and so those are not considered to be "urban." The Board further finds that the one new allowed CG use under this zone change – the single electrical contractor and associated warehousing – would have fewer impacts than the uses that the UT zone allows and is not itself "urban." Further, there is no proposal to connect, and no possibility to connect, to any use allowed by this zone change to city water or sewer or storm disposal system. Accordingly, the Board finds that the proposal does not convert the Subject property to "urban uses" without annexation given the impacts of the allowed uses are, at worst, the same as the intensity of uses allowed in the *existing* UT zone and no use allowed under the zone change will require or will use any City facilities unless and until City public facilities are available to the Subject Property on or after annexation.

- RE: IGA Policy 5, this policy cannot apply because no changes are proposed to any plan.
- RE: IGA Policy 6 the subject property is not outside the UGB. This policy cannot apply.
- RE: IGA Policy 7 – this policy talks about promoting logical and orderly development within the Urban Growth Area in a cost effective manner. It also says that the County "shall not allow uses requiring a public facility provided by the City" in the Urban Growth Area before annexation. This policy by its terms does not apply because the proposal is not for either "development" or for a "use." It is for a zone change. Regardless, even if the proposal were for a "use" or for a "development" it is logical – applying the commercial zone to commercially designated property. It is also orderly to conform the zone to its plan designation. It is further orderly because the allowed uses are consistent with what is allowed now on the Subject Property under existing zoning adding just one more use type that there is no dispute has fewer impacts than uses that are presently allowed under the existing UT zone. The subject property and allowed uses under the proposed zone change do not *require* and do not contemplate any public facility provided by the city. Rather, ***the only*** evidence in the record is that uses or development allowed by this zone change can and must be served by on-site water, septic and on-site storm water. The Board finds that they do not *require* any City service.
- RE: IGA Policy 8 – this policy states that City sewer and water shall not be extended beyond the UGB. This policy does not apply regardless because it refers to what happens outside of the UGB. The property is in the UGB.
- RE IGA Policy 9, this policy, reasonably read, says that annexation decisions shall be based upon applicable annexation policies in the city plan. There is no proposal for annexation. The proposal is a zone change for land in the County and there is no application for annexation. This provision could not apply.
- RE: IGA Policy 10, it simply says that the City shall discourage extension of public facilities into the UGB. It is not a mandatory standard that applies to anyone but the city. But there is no proposal to seek the extension of any city public facility into the UGB.
- RE: IGA Policy 11, this simply says that the city is the provider of public water, sewer and stormwater facilities within the UGB. The County respects this provision by conditioning this zone change to connect only to on-site septic, a domestic well and on-site stormwater facilities unless and until city facilities are at the Subject Property.

The Board finds that this proposal complies with all UGCA policies even if they applied, – though the Board also respectfully determines that they do not.

The Board respectfully disagrees with the City that not applying the subject UGCA to the applicant's zone change request would create a dangerous precedent by effectively negating other similar agreements. The Board finds to the contrary– that providing certainty to County land use decisions by applying only land use standards adopted as such is how the state and local land use program is supposed to work. As explained in these findings, the subject UGCA (1) is not a part of the County Comprehensive Plan, (2) its provisions are not adopted into any County land use standard, (3) does not add any relevant standards to the subject proposed zone change, (4) and even if it did, approval of the proposal is entirely consistent with the UGCA which expressly retains County authority and, in the main, prohibits the County from approving the provision of city water, sewer, and storm utilities, to unannexed property unless the city agrees, which the proposal is entirely consistent with. In fact, the Board finds that the County is improving the

City's position in that regard because the applicant will be required to hook up to City water, sewer and storm when it is available at the property, annex to the City when the City wants the property to annex, not have outdoor storage, and pave parking areas per City requirements, among other things.

Finally, the Board finds that there are multiple legal issues that would arise if the County were to interpret the UGCA to apply City regulations that the County has never adopted as approval standards. Applicants would be unaware that uncodified and unacknowledged land use rules not adopted in any post-acknowledged land use process existed. This raises concerns under Goal 1 (Citizen Involvement) and Goal 2 (Land Use Planning) for lack of a process allowing a hearing with public participation on standards that apply to land use applications. This also raises potential constitutional concerns regarding due process and delegation of authority.

Concerning other provisions of the UGCA, the Board finds and there is no dispute that the County has provided the City all required notices and comment opportunities.

Concerning the Section in the UGCA concerning "Administration of Zoning and Subdivision Regulations" the Board finds that the County has complied with all of its provisions.

The Board responds to specific "Administration of Zoning and Subdivision Regulations," as a precaution below.

The Board the notes that paragraph 3 of that section of the UGCA states the following:

> *The County may require City development standards for development within the Urban Growth Area, including dedication of additional right-of-way or application of special street setbacks when requested by the City. The County may require compliance with City development standards, in lieu of County standards if the development is other than a single-family dwelling.*

The Board notes that the UGCA expressly leaves the decision to decide whether to apply City standards to the discretion of the County. The Board further notes that the Applicant proposed a non-remonstrance agreement that the property owners or successors will not object to the formation of a local improvement district or other public financing mechanizing for improvements to Highway 99 required in the future, and furthermore that the property owner or successor will pay their share of such improvements. To respond to City concerns, the Board imposes the Applicant's proposed non-remonstrance agreement as a condition of approval.

4. *For development approved under (1) or (2), if public sewer and water facilities or city limits are located within 300 feet of the subject property, the County shall require that the development connect to the facilities under use of wells or other means are allowed in writing by the City. The City will require any property connecting to City sanitary sewer or water facilities to annex to the City. The City shall provide the County information about the location of public sewer and water. The County may approve development of permitted uses on properties more*

than 300 feet from the city limits, or from a public sewer or water facility using wells and DEQ approved wastewater disposal systems.

To begin with, the Board notes that this provision applies to "development" and the proposal is a zone change not an application for the approval of any development. Further, when this provision does apply, it applies to development that is more than 300 feet from city limits and expressly states that the County may approve such development "using wells and DEQ approved wastewater disposal systems". Here, the Board finds that development of the uses that are allowed by the proposed zone change will occur on the Subject Property that is more than 300 feet from city limits and more than 300 feet from the city's water and sewer and stormwater systems, and so this provisions expressly allows the approval of that development using onsite septic and a domestic water well.

5. *If a proposed use is not specifically identified in the Marion County Urban Zone Code, and the County is proposing an interpretation classifying the use as permitted in the applicable zone under the interpretation provisions of the Zone Code, the County shall give the City an opportunity to comment before the County makes a final land use decision.*

Applicant is seeking a zone change to CG under an LU overlay and not the approval of any specific use. Regardless, the City has been given the opportunity to comment before any final decision was made.

Woodburn Comprehensive Plan

As explained in these findings, the Board finds that the City of Woodburn Comprehensive Plan applies to the Applicant's proposal insofar as that the underlying land use designation of the subject parcel is consistent with the proposed zone. The underlying designation is Commercial, which is consistent with the proposed zone change to Commercial General. The Board respectfully finds that the Woodburn Comprehensive Plan Goals and Policies do not apply to the proposal as approval criteria. This finding is consistent with the City's recognition at the appeal hearing that the City does not have a veto over County approval.

Statewide Planning Goals

The proposal is for a zone change that complies with the County's Comprehensive Plan. The proposed zone change makes the zone that applies to the subject property consistent with its plan designation. Therefore, the statewide planning goals do not apply. However, while the Board finds it unnecessary, as a precaution the Board analyzes Statewide Planning Goals 2, 12, and 14:

Goal 2 – Land Use Planning: To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

The process for evaluating the proposed zone change is outlined in MCC 16.39.050. The process allows the opportunity for public comment, staff review, and requires review by a

hearings officer. The Planning Division notified multiple governmental entities, including Marion County departments and the City of Woodburn for comment. With respect to comments from the City of Woodburn, this decision responds to the City's concerns by applying the LU overlay and significant conditions. The Board finds that this decision followed the County's acknowledged planning process and is fully coordinated with all relevant governmental units. The Board further finds that this decision is supported by an adequate factual base. The Board finds that this decision is consistent with Goal 2 – Land Use Planning.

> *Goal 12 – Transportation: To provide and encourage a safe, convenient and economic transportation system.*

Goal 12 is implemented by the Oregon Transportation Planning Rule (TPR) which applies to zone changes that have a "significant affect" on a transportation facility. As outlined in Mr. Clemow's traffic analyses in the record, which the Board finds credible and persuasive, the proposed zone change will not have a "significant affect" on any transportation facility. In this regard, the Board finds that the transportation impacts of the proposed zone change are no greater than the transportation impacts of the existing zone. Moreover, as Mr. Clemow explains, with the existing plan designation of Commercial, rezoning to a Commercial zone does not result in a "significant affect" on a transportation facility because applying the Commercial designation means the proposal will generate trips that are already accounted for within current Transportation Systems Plan for Marion County. The subject property of the proposed zone change is adjacent to Highway 99E, which is classified as an Arterial Road. As is explained above, the proposed CG zone is appropriate for property, like the Subject Property, that is adjacent to Highway 99 and where, as here, the proposed zone change meets all zone change criteria. The Board finds that the proposal is consistent with this goal.

> *Goal 14 – Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.*

The Board finds that the Subject Property is situated in the UGB, is designated Commercial and that this zone change meets all applicable standards. The Board further finds that all applicable standards to this zone change have been acknowledged as complying with Goal 14. Therefore, the approved zone change that is consistent with all applicable standards complies with Goal 14. The Board finds that the proposal is consistent with Goal 14.

EXHIBIT B

Zone Change 25-002 / Creative Electric, LLC
Conditions of Approval

A. The applicant shall obtain all permits required by the Marion County Building Inspection Division.

B. At the time of development, the applicant shall meet the requirements of MCC 16.07.250 and MCC 16.07.100, and MCC 16.30.220, related to landscaping and exterior lighting.

C. At the time of development, the applicant must satisfy the development standards in the CG zone (MCC 16.07) and the general development standards found in Chapters 16.26 through 16.40 of the MCC.

D. The applicant shall record an agreement ensuring that neither they nor their successors will object to annexation, including if requested by the City of Woodburn when any adjacent property annexes into the City.

E. The applicant shall record an agreement ensuring that they or their successors will connect to city water, sewer, and stormwater services at the time they are available to the subject property.

F. At the time of development, the applicant shall dedicate right-of-way on the frontage of the subject parcel as shown on the site plan submitted by the applicant for the record in this proceeding.

G. At the time that the property is developed, the driveway and parking spaces shall be paved consistently with the requirements of Woodburn Development Ordinance 3.04.04 and 3.05.02F. Evidence in the form of a completion letter from the City of Woodburn Public Works office provided to Marion County Planning is a means to demonstrate this requirement is met.

H. The outdoor storage of equipment or vehicles for any electrical contractor business shall be prohibited except that vehicles may park in designated parking spaces.

I. If the property is developed with an electrical contractor business and associated warehousing, the applicant shall develop the Subject Property consistent with the conceptual site plan submitted with their application for an electrical contractor business.

J. The uses on the property shall be limited to only the following:

Uses permitted out right:

- SIC 1731, Electrical contractor business and associated warehousing
- MCC 16.25, Permitted Uses Generally
- MCC 16.31, Signs

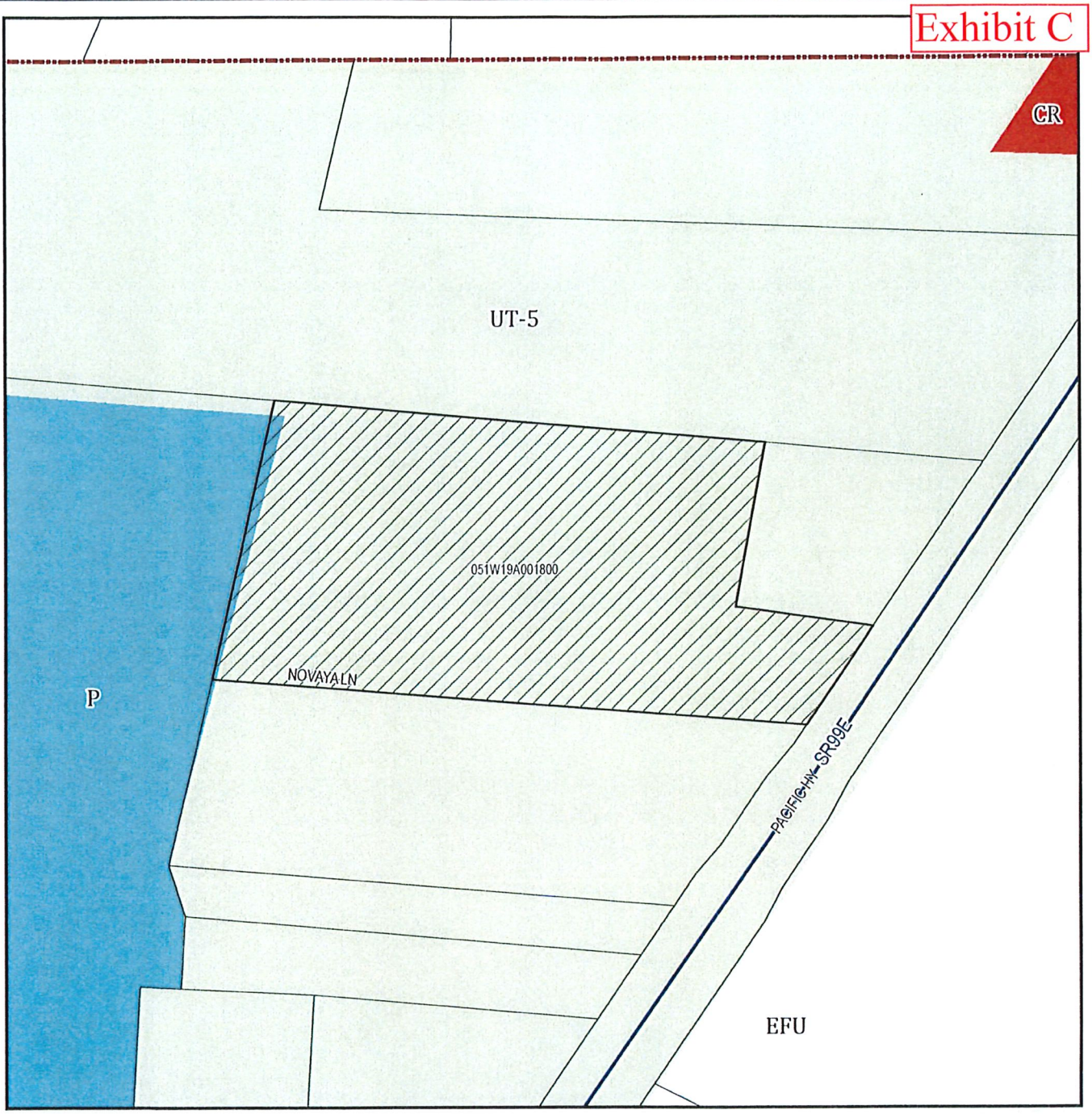
Uses permitted conditionally:

- One dwelling unit or lodging room in conjunction with a commercial use.
- Educational services, SIC 82.
- Social services, SIC 83.
- Amusement and recreation services, SIC 79.
- General government, not elsewhere classified, SIC 919.
- Fire protection, SIC 9224.
- Administration of economic programs, SIC 96.
- Public utilities including truck parking and material storage yard.
- The following use additionally subject to the special standards in Chapter 16.26 MCC: Religious organization* and membership organization, SIC 86 (see MCC 16.26.600).

K. Prior to the issuance of a building permit, the applicant shall execute and record, on a form approved by the City Attorney, or if the City Attorney do not wish to review and approve then by County Counsel, a Non-Remonstrance Agreement. This Agreement shall apply to the subject property and shall:

- Include a covenant running with the land, binding upon the applicant and all successors, which states that the applicant (and successors) will not object to the formation of, nor withdraw from, any local improvement district (LID) or other public financing mechanism established for the design, acquisition, and/or construction of street or right-of-way improvements benefiting the subject property.
- Acknowledge that the applicant and successors will be responsible for payment of their equitable and proportionate share of the cost of any such improvements.
- Clarify that the obligation to pay arises if and when the improvements or LID are formed or constructed, and that the share allocated to the property shall be assessed in accordance with applicable laws and regulations.
- Be recorded in the office of the Marion County Recorder.

Exhibit C



ZONING MAP

Input Taxlot(s): 051W19A001800

Owner Name: GRIGORY MELKOMUKOV RLT
MELKOMUKOV, GRIGORY C/O
CREATIVE ELECTIRC
Situs Address: *(No Situs Address)*
City/State/Zip:
Land Use Zone: UT-5; P
School District: WOODBURN
Fire District: WOODBURN

Legend

Input Taxlots
Highways
Lakes & Rivers
Cities

Marion County

N

scale: 1 in = 173 ft

DISCLAIMER: This map was produced from Marion County Assessor's geographic database. This database is maintained for assessment purposes only. The data provided hereon may be inaccurate or out of date and any person or entity who relies on this information for any purpose whatsoever does so solely at his or her own risk. In no way does Marion County warrant the accuracy, reliability, scale or timeliness of any data provided on this map.

Marion County Planning, 503-588-5038

February 26, 2025

Docusign Envelope ID: 2BA3D024-E5E4-43D6-A26A-6DAF6B6D82D5

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Public Works

Title: North Fork Slide 2 Stabilization Project

Management Update/Work Session Date: 2/17/2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Ryan Crowther **Phone:** 503-365-3112

Requested Action:
Approve construction contract PW-7024-26 (2026-403) with K&E Excavating Inc. in the amount of $7,257,067 for construction of the North Fork Slide 2 Stabilization Project on North Fork Road near milepost 5.

Issue, Description & Background:
In 2015, Public Works applied for a Federal Lands Access Program (FLAP) grant through the Federal Highway Administration (FHWA) Western Federal Lands Highway Division (WFLHD) to repair landslides on North Fork Road. The project purpose is to mitigate the movement of landslide #2 and reconstruct that portion of North Fork Road near milepost 5.
Public Works advertised the Invitation to Bid for this project and bids were due January 28th, 2026. Six responsive bids were received ranging from $7,257,067 to $9,194,874. The low bid was submitted by K&E Excavating Inc. The Notice of Intent to Award was posted 1/30/26 and the Protest Period ended on 2/6/26 without a protest.

Financial Impacts:
The total estimated cost for this contract is $7,257,067 of which $6,511,766 is estimated to be paid for with federal funds and $745,301 is estimated to be paid with county road funds.

Impacts to Department & External Agencies:
There are no impacts to external agencies, but this project will certainly benefit the public at large.

List of attachments:
Contract PW-7024-26

Presenter:
Ryan Crowther

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2026.02.09 16:03:59 -08'00'

Docusign Envelope ID: 2BA3D024-E5E4-43D6-A26A-6DAF6B6D82D5

Contract Review Sheet

Public Improvement Agreements **PW-7024-26**

Title: **North Fork Slide Stabilization - Slide 2 on North Fork Road SE**

Contractor's Name: **K & E Excavating, Inc.**

Department: **Public Works Department** Contact: **Janet Wilson**

Analyst: **Kathleen George** Phone #: **(503) 566-4139**

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

Original Contract Amount: **$ 7,257,067.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 7,257,067.00** Amd% **0%**

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

Construction for North Fork Slide Stabilization to repair Slide 2 on North Fork Road SE near milepost 5 and reconstruct that portion of North Fork Road.

Desired BOC Session Date:	**3/11/2026**	Contract should be in DocuSign by:	**2/18/2026**
Agenda Planning Date	**2/26/2026**	Printed packets due in Finance:	**2/24/2026**
Management Update	**2/24/2026**	BOC upload / Board Session email:	**2/25/2026**

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

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704F4...	2/23/2026	DocuSigned by: Janet Wilson 47A7813219F34EA...	2/24/2026
Finance - Contracts	Date	Contract Specialist	Date
Signed by: Scott Norris 69C08A6F708248D...	2/24/2026	DocuSigned by: Jan Fritz DC10351248DE4EC...	2/24/2026
Legal Counsel	Date	Chief Administrative Officer	Date

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CONSTRUCTION CONTRACT PW-7024-26

This Contract made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "Agency" and, K&E Excavating, Inc. hereinafter called the "Contractor" for the Project entitled: North Fork Road Slide Stabilization.

WITNESSETH

Contractor, in consideration of the sum of $7,257,067.00 (the “Contract Price”), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

1. Contract Exhibits. This Contract includes the following exhibits, each of which are incorporated into this Contract and by this reference are made a part hereof as though fully set forth herein:

   Exhibit A – BID SCHEDULE
   Exhibit B – BID CERTIFICATION
   Exhibit C – PERFORMANCE BOND
   Exhibit D – LABOR AND MATERIALS PAYMENT BOND
   Exhibit E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION
   Exhibit F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
   Exhibit G – PROJECT WAGE RATES
   Exhibit H – REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION PROJECTS
   Exhibit I – SPECIAL PROVISIONS
   Exhibit J – PLANS AND DRAWINGS
   Exhibit K – GENERAL CONDITIONS FOR CONSTRUCTION FOR MARION COUNTY (v2024)
   Exhibit L – INVITATION TO BID AND INVITATION TO BID ADDENDUM #1 THROUGH #3.

   In the event of a conflict between two or more provisions within any of the documents comprising this Contract, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Contract is as follows, listed from highest precedence to lowest precedence: (1) this Contract without exhibits, (2) Exhibit I, (3) Exhibit K, (4) Exhibit H, (5) Exhibit G, (6) Exhibit L, (7) Exhibit J, (8) Exhibit A, (9) Exhibit B, (10) Exhibit C, (11) Exhibit D, (12) Exhibit E, and (13) Exhibit F.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

4. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5. Contractor shall indemnify, defend, save and hold harmless the Agency and its officers, employees, agents and volunteers against any and all claims, actions, liabilities, damages, losses, or expenses,

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including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims").

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County.

6. Money due to Contractor under and by virtue of this Contract may be returned for the use of the Agency; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

7. That in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Agency and to its satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.

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

9. The Agency delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.

10. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.

11. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

    a. Compliance with Regulations.

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

    b. Nondiscrimination.

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

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

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

d. Information and Reports.

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

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, Agency shall impose such contract sanctions as it or the Western Federal Lands Federal Highway Administration may determine to be appropriate including, but not limited to:

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

12. Incorporation of Provisions.

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

13. Independent Contractor.

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

Governing Law and Venue.

14. Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Agency on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from

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any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

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IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by: Brian Nicholas 9793BA7AGD6D443... 2/24/2026
Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC1035124BDE4EC... 2/24/2026
Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 88C98A6F7082408B... 2/24/2026
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: A3508E7AEC704F4... 2/23/2026
Marion County Contracts & Procurement Date

K&E EXCAVATING, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

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EXHIBIT L

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

NORTH FORK ROAD SLIDE STABILIZATION

Earthwork and Drainage

MARION COUNTY, OREGON

Bid Opening: January 28, 2026

MARION COUNTY BID #: [redacted]

OREGONBUYS BID SOLICITATION #: [redacted]

ONEOFFICE NO. 2026-403
ACCOUNTING PROJECT NO. [redacted]

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Kevin Cameron	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works

Electronic copies of this Invitation to Bid and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the following website:

https://contracts.co.marion.or.us/gateway/

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EXHIBIT L

MARION COUNTY

SPECIAL PROVISIONS

FOR

Grading, Drainage, Paving, and Roadside Development
North Fork Road Slide Stabilization
Marion County

PROFESSIONAL OF RECORD CERTIFICATION:

REGISTERED PROFESSIONAL ENGINEER 87014 Digitally Signed 2025.11.20 10:56:01-08'00' OREGON SEPT. 11, 2012 MATTHEW EVERETTE PHILLIPS EXPIRES: 12/31/2026	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features, bases, wearing surfaces, permanent traffic safety and permanent traffic control. Modified Special Provisions were prepared by me or under my supervision. Section(s) 00220, 00221, 00222, 00223, 00224, 00231, 00280, 00305, 00310, 00320, 00330, 00350, 00390, 00480, 00610, 00641, 00730, 00738, 00744, 00759, 00810, 00820, 00860, 00905, 00910, 00940, 01030, 02001, 02320, 02510, 02630, 02690, 02910.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

PROFESSIONAL OF RECORD CERTIFICATION:

REGISTERED PROFESSIONAL ENGINEER 79131 Digitally Signed 2025.10.22 11:14:47-07'00' OREGON JUNE 14, 2007 BENJAMIN P. WEWERKA EXPIRES: 06/30/2026	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for right of way development and control . Modified Special Provisions were prepared by me or under my supervision. Section(s) 00245, 00350, 00360, 00390, 00405, 00415, 00430, 00445, 00470, 01012, 01014, 01030, 02415.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

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INTRODUCTION

1.1 Description of Work

Construction of Earthwork and Drainage, on North fork Road Slide Stabilization as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is $7,500,000 to $8,250,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Construction for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Agency at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time, Place and Methods of Receiving Bids

Submit Bids electronically as specified in 00120.45 by 2:00 p.m. on January 28, 2026 (Bid Closing). Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on Wednesday, January 28, 2026 at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link ITB - North Fork Road Slide Stabilization.

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at https://oregonbuys.gov/bso/ under the solicitation number listed above.

1.4 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

1.5 Time for Completion of Work

Refer to Special Provision 00180.50(h),

1.6 Class of Project

This is a Federal-aid Project.

1.7 Class of Work

The Class of Work for this Project is Earthwork and Drainage

1.8 Project Information

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Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Janet Wilson 503-566-4139 PWContracts@co.marion.or.us

1.9 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid.

The Agency shall return the bid security to all bidders upon the execution of the contract. The Agency shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.10 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at: https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at: https://www.co.marion.or.us/PW/Engineering/Documents/2024 MCPW General Conditions.pdf.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.11 Prevailing Wage Rate Requirements

This Project is subject to both the applicable Oregon prevailing wage rate law (BOLI) and the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), and any amendments in effect at the time of solicitation. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

1.12 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.13 Rejection of Bids

The Agency reserves the right to reject Bids as specified in 00120.70.

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1.14 Bid Evaluation

The Agency will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the Agency per Section 00120.70 of the General Conditions. The Agency reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the Agency determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the Agency.

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EXHIBIT A

BID SCHEDULE

Marion County Public Works
North Fork Slide 2 Repair
Marion County Bid Solicitation #: PW**1755-26**
OregonBuys Bid Solicitation #: S-C25102-00015667
ECMS #: 2026-403

PROJECT NUMBER 104678

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	LS	$470,000.00	$470,000.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	LS	$4,000.00	$4,000.00
0222-0102	TEMPORARY SIGNS	415.00	SF	$30.00	$12,450.00
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	2.00	EA	$9,500.00	$19,000.00
0223-0168	FLAGGERS	400.00	HR	$89.00	$35,600.00
0224-0105	TEMPORARY BARRICADES, TYPE III	6.00	EA	$225.00	$1,350.00
0224-0145	TEMPORARY PLASTIC DRUMS	12.00	EA	$50.00	$600.00
0231-0100	CONSTRUCT AND REMOVE TEMPORARY ACCESS ROAD	1.00	LS	$220,000.00	$220,000.00
0280-0100	EROSION CONTROL	1.00	LS	$15,000.00	$15,000.00
0280-0105	MATTING, TYPE D	8,810.00	SY	$8.00	$70,480.00
0280-0105	COMPOST EROSION BLANKET	9,910.00	SY	$5.50	$54,505.00
0280-0106	CHECK DAM, TYPE 1	17.00	EA	$190.00	$3,230.00
0280-0106	CHECK DAM, TYPE 3	26.00	EA	$95.00	$2,470.00
0280-0110	CONSTRUCTION ENTRANCE, TYPE 1	1.00	EA	$5,500.00	$5,500.00
0280-0111	TIRE WASH FACILITY, TYPE 1	1.00	EA	$3,200.00	$3,200.00
0280-0112	CONCRETE WASHOUT FACILITY	1.00	EA	$750.00	$750.00
0280-0113	SEDIMENT FENCE	1,100.00	FT	$3.00	$3,300.00
0280-0114	INLET PROTECTION, TYPE 4	3.00	EA	$120.00	$360.00
0280-0115	SEDIMENT BARRIER, TYPE 8	2,100.00	FT	$9.00	$18,900.00
0280-0117	TEMPORARY ENERGY DISSIPATER	2.00	EA	$1,200.00	$2,400.00
0290-0100	POLLUTION CONTROL PLAN	1.00	LS	$2,400.00	$2,400.00
0290-0200	TURBIDITY MONITORING	1.00	LS	$4,800.00	$4,800.00
0305-0100	CONSTRUCTION SURVEY WORK	1.00	LS	$45,000.00	$45,000.00
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	$4,400.00	$4,400.00
0310-0200	REMOVAL OF CONCRETE BARRIER	163.00	FT	$25.00	$4,075.00
0320-0100	CLEARING AND GRUBBING	4.36	AC	$10,000.00	$43,600.00
0330-0105	GENERAL EXCAVATION	108,750.00	CY	$16.00	$1,740,000.00
0330-0126	STONE EMBANKMENT	108,300.00	CY	$36.00	$3,898,800.00
0350-0103	RIPRAP GEOTEXTILE, TYPE 1	16,820.00	SY	$1.60	$26,912.00
0350-0105	SUBGRADE GEOTEXTILE	4,700.00	SY	$1.40	$6,580.00
0360-0102	GRANULAR DRAINAGE BLANKET	100.00	TN	$36.00	$3,600.00
0390-0108	LOOSE RIPRAP, CLASS 100	33.00	CY	$210.00	$6,930.00
0415-0100	MAINLINE VIDEO INSPECTION	115.00	FT	$10.00	$1,150.00
0430-0101	SUBSURFACE DRAIN OUTLETS	1.00	EA	$4,500.00	$4,500.00
0430-0100	12 INCH DRAIN PIPE	120.00	FT	$29.00	$3,480.00
0445-0100	15 INCH CULVERT PIPE, 20 FT DEPTH	102.00	FT	$130.00	$13,260.00
0445-0100	18 INCH CULVERT PIPE, 10 FT DEPTH	10.00	FT	$220.00	$2,200.00
0445-0100	24 INCH CULVERT PIPE, 5 FT DEPTH	406.00	FT	$95.00	$38,570.00
0445-0680	SLIP JOINTS, 24 INCH	6.00	EA	$1,210.00	$7,260.00

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0445-0735	PIPE SLOPE ANCHOR, STEEL, 24 INCH	13.00	EA	$1,175.00	$15,275.00
0445-0740	THREE PIECE ELBOW FOR SLOPE PIPE, 24 INCH	5.00	EA	$1,045.00	$5,225.00
0470-0311	CONCRETE INLETS, TYPE D	2.00	EA	$3,600.00	$7,200.00
0480-0100	DRAINAGE CURBS	13.00	FT	$50.00	$650.00
0610-0103	RECONDITIONING EXISTING ROADWAY	1.00	LS	$7,500.00	$7,500.00
0641-0102	AGGREGATE BASE	3,475.00	TN	$30.00	$104,250.00
0745-0202	LEVEL 2, 1/2 INCH ACP	1,500.00	TN	$99.00	$148,500.00
0759-0106	CONCRETE CURBS, LOW PROFILE MOUNTABLE CURB	715.00	FT	$36.00	$25,740.00
0810-0129	GUARDRAIL TERMINALS, NON-FLARED	1.00	EA	$3,500.00	$3,500.00
0810-0133	EXTRA FOR 8 FOOT POSTS, STEEL	11.00	EA	$75.00	$825.00
0810-0146	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	1,420.00	FT	$33.00	$46,860.00
0810-0147	GUARDRAIL HEIGHT CONVERSION, TYPE 2A	1.00	EA	$900.00	$900.00
0820-0100	CONCRETE BARRIER	25.00	FT	$160.00	$4,000.00
0820-0500	REMOVE AND REINSTALL EXISTING CONCRETE BARRIER	50.00	FT	$45.00	$2,250.00
0860-0200	LONGITUDINAL PAVEMENT MARKINGS - PAINT	5,450.00	FT	$0.40	$2,180.00
0905-0101	REMOVE AND REINSTALL EXISTING SIGNS	1.00	LS	$1,750.00	$1,750.00
0910-0100	WOOD SIGN POSTS	278.00	FB	$21.00	$5,838.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	56.00	SF	$27.00	$1,512.00
1012-0100	WATER QUALITY SWALE, AMENDED DITCH	1.00	LS	$4,500.00	$4,500.00
1030-0103	TEMPORARY SEEDING	1.00	LS	$13,000.00	$13,000.00
1030-0109	PERMANENT SEEDING, MIX NO. 1	1.00	LS	$13,000.00	$13,000.00
1030-0118	WATER QUALITY SEEDING	1.00	LS	$1,600.00	$1,600.00
9999-0619	TEMPORARY WATER MANAGEMENT FACILITY AT STATION 25+76.66	1.00	LS	$9,000.00	$9,000.00
9999-0620	TEMPORARY WATER MANAGEMENT FACILITY AT STATION 28+89.27	1.00	LS	$9,000.00	$9,000.00
9999-0621	WATER QUALITY SWALE 27+52.72	1.00	LS	$14,500.00	$14,500.00
9999-0625	WATER QUALITY FILTER STRIP, 29+55.26	1.00	LS	$7,900.00	$7,900.00

ECMS 2026-403 - TOTAL EXTENSION **$7,257,067.00**

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BID CERTIFICATION

The Honorable Board of
County Commissioners
Courthouse Square
555 Court St. NE, 5th Floor, Suite 5232
Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of Marion County (hereinafter called Agency) and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.

Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Agency, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Agency, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, principals and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding this Bid 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

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public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and

- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal 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.

- 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 Federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the Agency .

- 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.

- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder 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 a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber

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And Forestland Tax) and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the Marion County Procurement Collaboration Portal website. Addenda may be downloaded from the website.
- The Bidder shall be responsible for diligently checking the Marion County Procurement Collaboration Portal website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: $150,000,000. The Bidder declares the portion of this amount which remains available at time of completion of this form is $100,000,000

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The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project.

[The remainder of this page intentionally left blank.]

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Experience / References

The information on this form may be utilized by the Agency to consider whether a Bidder has met the standards of responsibility set forth in ORS 279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1 **I-5 Aurora Donald Interchange 1A**

Location (city/state)	**Aurora, Oregon**
Owners Name	**Oregon Department of Transportation**
Type of Work	**Construct new I-5 off ramp**
% Completed	**100%**
Estimated Completion Date	**11-2022**

Contract #2 **Abiqua Road M.P. 0.31 Slide Repair**

Location (city/state)	**Silverton, Oregon**
Owners Name	**Marion County Public Works**
Type of Work	**Emergency slide repair**
% Completed	**100%**
Estimated Completion Date	**9-2023**

Contract #3 **FFO US20 PME: UPRR-Eddyville Phase 4**

Location (city/state)	**Lincoln County, Oregon**
Owners Name	**Oregon Department of Transportation**
Type of Work	**Rebuild and realign a winding, landslide-prone stretch of Highway 20**
% Completed	**100%**
Estimated Completion Date	**9-2016**

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	**Steve Schultz**
Business or Employer	**Oregon Department of Transportation**
Telephone	**(541) 757-4211**
Project Name/$ Amount	**FFO US20 PME: UPRR-Eddyville Phase 4/ $22,737,944**

#2 Project Owner Reference

Reference Name	**Garrett Sabourin**
Business or Employer	**City of Bend**
Telephone	**(541) 323-8591**
Project Name/$ Amount	**14th Street Reconstruction Project Phase 1/ $7,682,117**

#1 Subcontractor Reference

Reference Name	**Buck Johnson**
Business or Employer	**4S Signs LLC**
Telephone	**(541) 928-5858**
Project Name/$ Amount	**I-5 Aurora Donald Interchange 1A/ $135,605**

#2 Subcontractor Reference

Reference Name	**Jim Anderson**
Business or Employer	**Anderson Erosion Control Inc**
Telephone	**(541) 998-2062**
Project Name/$ Amount	**I-5 Aurora Donald Interchange 1A/ $405,071**

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The name of the Bidder who is submitting this Bid Certification is:

Company: K&E EXCAVATING, INC.
(Print or Type)

Address: 3871 Langley St. SE
(Print or Type)

City, State Zip Salem, Oregon 97317
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Kerry Kuenzi, President

John Kuenzi, Corporate Secretary

Eric Kuenzi, Vice President

Chad Walter, Chief Estimator

Dated this 28th day of January, 2026

Construction Contractor's
Board Registration Number

128542

K&E EXCAVATING, INC.
Firm Name

Signature of Bidder

Chad Walter
Name Print or Type

Chief Estimator
Title Print or Type

Telephone No. (503) 399-4833

Tax ID # 93-1242787

Business Organization: (Check one)

☑ Corporation ☐ Limited Liability Company ☐ Joint Venture

☐ Partnership ☐ Sole Proprietorship ☐ Other _____

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BID BOND

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

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for North Fork Road Slide Stabalization - Bid # PW1755-26 said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 19th day of January, 2026.

K&E Excavating, Inc.
Principal

By: Chad Walter
Chad Walter, Chief Estimator
Liberty Mutual Insurance Company
Surety

By: Tracy Stewart
Attorney-in-Fact Tracy Stewart

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

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Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: [redacted]

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, A. G. Sadowski; Derek A. Sadowski; Staci O'Dell; Tracy Stewart; Ty Moffett

all of the city of Salem state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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Bond No. 023237514

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned K&E Excavating, Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and * a corporation organized and existing under and by virtue of the laws of the state of Massachusetts duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called AGENCY), the amount of Seven Million Two Hundred Fifty Seven Thousand Sixty Seven Dollars & 00/00 Dollars ($ 7,257,067.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with AGENCY dated _____, 20__, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Slide Stabilization - Slide 2 on North Fork Road SE

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

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

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

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

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

* Liberty Mutual Insurance Company

**North Fork Slide Stabilization - Slide 2 on North Fork Road SE

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of February, 2026.

Liberty Mutual Insurance Company	K&E Excavating, Inc.
SURETY	CONTRACTOR
By: Tracy Stewart	By: John J Jones
Title: Tracy Stewart, Attorney-in-Fact	Title: Secretary
1605 Liberty Street SE	3871 Langley Street SE
Street Address	Street Address
Salem, OR 97302	Salem, OR 97317
City State ZIP	City State ZIP
(503) 362-2711	(503) 399-4833
Phone Number	Phone Number

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Bond No. 023237514

LABOR AND MATERIALS PAYMENT BOND
(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned K&E Excavating, Inc. as PRINCIPAL and Liberty Mutual Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Massachusetts, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, in the sum of Seven Million Two Hundred Fifty Seven Thousand Sixty Seven Dollars & 00/00 Dollars ($7,257,067.00) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated _____, 20___, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Slide Stabilization - Slide 2 on North Fork Road SE

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

1. A claimant is as specified in ORS 279C.600 to 279C.620.

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

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

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

* North Fork Slide Stabilization - Slide 2 on North Fork Road SE

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of February, 20 26.

Liberty Mutual Insurance Company	K&E Excavating, Inc.
SURETY	CONTRACTOR
By: Tracy Stewart	By: John F Jones
Title: Tracy Stewart, Attorney-in-Fact	Title: Secretary
1605 Liberty Street SE	3871 Langley Street SE
Street Address	Street Address
Salem, OR 97302	Salem, OR 97317
City, State Zip	
(503) 362-2711	(503) 399-4833
Phone Number	Phone Number

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Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: [redacted]

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, A. G. Sadowski; Derek A. Sadowski; Staci O'Dell; Tracy Stewart; Ty Moffett

all of the city of Salem state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

✓ Yes _____ No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name **K&E EXCAVATING, INC.**

Name/Title **Chad Walter, Chief Estimator**

Address **3871 Langley St. SE Salem, Oregon 97317**

Signature _____

Date **January 28, 2026**

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed $100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid, signing and dating either in ink or electronically, and submitting it in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal, not later than **TWO (2) HOURS AFTER THE TIME BIDS ARE DUE**; or
- By removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305, not later than **TWO (2) HOURS AFTER THE TIME BIDS ARE DUE**. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "North Fork Road Slide Stabilization".
-

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or $15,000, whichever is greater, or
2. $350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name **NORTH FORK SLIDE STABILIZATION - SLIDE 2 ON NORTH FORK ROAD SE**

ONEOFFICE Contract # **PW1755-26**

Bid Opening Date **January 28, 2026**

Name of Bidding Contractor **K&E EXCAVATING, INC.**

☑ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).*

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

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EXHIBIT L

Marion County
OREGON

ADDENDUM #1
TO THE
INVITATION TO BID
PW1755-26 - NORTH FORK SLIDE STABILIZATION - SLIDE 2 ON NORTH FORK ROAD SE
ISSUED ON 1/7/2026 9:00:00 AM

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

A. Fillable Bid Schedule Revisions:

a. *The fillable bid schedule, Fillable Bid Schedule -NF Slide Stabilization Slide 2, has been updated to include the Marion County Bid Solicitation number and OregonBuys Bid Solicitation number. No other changes have been made from the prior version.*

Please use Fillable Bid Schedule -NF Slide Stabilization - Slide 2 - Update 1.

B. Question and Answers:

1. Question #1

Is a CAD file available showing the existing and proposed grades?

a. *The electronic file has been posted for download. Bidders should refer to Marion County General Conditions Section 00150.10(a), Order of Precedence.*

2. Question #2

Are there additional cross sections available?

a. *Yes, additional cross sections have been posted as supplemental project information.*

1-26-2026

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EXHIBIT L

Marion County
OREGON

ADDENDUM #2
TO THE
INVITATION TO BID
PW1755-26 - NORTH FORK SLIDE STABILIZATION - SLIDE 2 ON NORTH FORK ROAD SE
ISSUED ON 1/7/2026 9:00:00 AM

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

A. Dates – Questions Due & Offer Due:

1. Questions Due: January 21, 2026 ~~January 20, 2026~~ 2:00 P.M. Pacific Time
2. Offer Due Date: January 28, 2026 2:00 P.M. Pacific Time

1-28-2026

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EXHIBIT L

Marion County
OREGON

ADDENDUM #3
TO THE
INVITATION TO BID
PW1755-26 - NORTH FORK SLIDE STABILIZATION - SLIDE 2 ON NORTH FORK ROAD SE
ISSUED ON 1/7/2026 9:00:00 AM

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

A. Question and Answers:

1. Question #3

On North fork Slide Repair can we ask for clarification on existing data, Im not seeing any lables on the existing contours.

a. Answer #3

The DWG file that contains the existing ground surface with contours has been posted for download. The initial base drawing did not include contours, just the topographic features. Also, the Surface – Existing Ground.xml file can be imported to whatever software program potential bidders are using.

2. Question #4

Regarding insurance requirements, specifically builder's risk, the specials point to the last two sentences of the builder's risk general provision, but the general provision reads that the specials will specify if contractor is to obtain at its own expense builder's risk coverage and it is not clearly stated that we need to obtain builder's risk in the specials, please clarify.

a. Answer #4

Please see General Condition 0017.70(j) and Special Conditions.

Builders risk insurance is a separate policy that we would require by Special Provision. Since we didn't specify Builders Risk Insurance in Special Conditions for this project it doesn't apply.

1-26-2026

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K&E Excavating, Inc.

CORPORATE RESOLUTION

Memorandum of Consent to Action
of the Chairman of the Board
In Lieu of a Special Meeting

The undersigned, being the Chairman of the board of K&E Excavating, Inc., a corporation, hereby consents to the adoption of the following resolution in lieu of a special meeting of the Board of Directors of the corporation, effective February 21, 2014.

RESOLVED, that Kerry Kuenzi designated the following personnel to have the authorization to enter into and sign contracts, proposals, Bids, Performance and Payment Bonds, and other legal documents related to the business of K&E Excavating, Inc.

Kerry Kuenzi, President

Eric Kuenzi, Vice-President

John Kuenzi, Corporate Secretary

Chad Walter, Chief Estimator

Date: March 27, 2014

Kerry Kuenzi, Chairman of the Board
K&E Excavating, Inc.

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PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to both Federal and State prevailing wage rate requirements. Not less than the higher of the applicable Federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) U.S. Department of Labor, "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and

(2) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable Federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The applicable Davis-Bacon wage rates can be found on the US General Services Administration website at: https://sam.gov/content/wage-determinations

The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Wage Rates are Subject to Change - Modifications or amendments to the Davis-Bacon and BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page(s) for modifications and amendments up until Bid Opening.

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FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the 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 the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the 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 wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal 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 records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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 and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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 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. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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 exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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excluded from participation in this transaction, 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 and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS

Pursuant to 41 CFR 60-4.6 (see also 41 CFR 60-4.2(a)) the following notice concerning Affirmative Action Requirements for Women and Minorities shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the United States Department of Labor (USDOL) Director. The USDOL, Office of Federal Contract Compliance Programs (OFCCP) has made the following statement concerning Goals, Timetables and Good Faith Efforts:

> "Numerical goals are established based on the availability of qualified applicants in the job market or qualified candidates in the employer's work force. Executive Order [E.O. 11246] numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The Executive Order and its supporting regulations do not authorize OFCCP to penalize contractors for not meeting goals. The regulations at 41 CFR 60-2.12(e), 60-2.30 and 60-2.15, specifically prohibit quota and preferential hiring and promotions under the guise of affirmative action numerical goals. In other words, discrimination in the selection decision is prohibited."

For purposes of these "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts", "Good Faith Effort" means affirmative action measures designed to implement the established objectives of an Affirmative Action Plan 23 CFR 230.407(o).

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal and Timetable for Female Utilization Statewide

Timetable	Goal (Percent)
From Apr. 1, 1980 until further notice	6.9

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Goals for Minority Utilization by County

	Goal (Percent)
Clackamas, Multnomah, and Washington Counties	4.5
Marion and Polk Counties	2.9
Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties	3.8
Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties	2.4
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties	3.6
Harney and Malheur Counties	4.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 business days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

3. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown in the Solicitation Documents. In cases where the work is two or more counties covered by different percentage goals, the highest percentage will govern.

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B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area, described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

3. A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan; provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and female utilization the Contractor should

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reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is performed. Goals are published periodically in the Federal Register in notice form, and such notices maybe obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minorities and female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization’s responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

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Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor’s EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject manner.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

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l. Conduct, at least annually, an inventory and evaluation at least of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor-community; or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor will designate an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so. Additionally, the contractor EEO Officer shall ensure that the company EEO policy is being carried out, to submit reports relating to the specifications hereof as may be required by the Agency and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. The Office of Federal Contract Compliance Programs (OFCCP) may conduct compliance evaluations to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to ensure that applicants are employed and that employees are placed, trained, upgraded, promoted, and otherwise treated during employment without regard to race, color, religion, sex, or national origin. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

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EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

As used in these provisions, "Engineer" means the Chief Engineer of the Oregon Department of Transportation acting either directly or through authorized representatives. "Good Faith Efforts" means "affirmative action measures designed to implement the established objectives of an Affirmative Action Plan" 23 CFR 230.407(o).

Section 140 of Title 23, United States Code, EQUAL EMPLOYMENT OPPORTUNITY, as in effect on May 1, 1982, is incorporated by this reference and made a part of these provisions.

Written Notification

The Contractor shall provide to the Engineer within two weeks of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation written notification with the following information: the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

The Contractor shall provide immediate written notification to the Engineer when (1) the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minorities or women that the Contractor sent to the union, or (2) the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its equal opportunity obligations. This is in addition to the notification required in item 7d in the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts".

Monthly Report

The Contractor and each Subcontractor (on contracts that require certified payrolls) shall submit each month to the Engineer a "Monthly Employment Utilization Report" (Form 731-0668). The electronic form is available at:

https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx

Annual Report

Each July for the duration of the Project, each Contractor and Subcontractor shall submit Form FHWA-1391. This report shall be sent directly to the ODOT Office of Equity and Civil Rights.

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PURSUANT TO 23 CFR PART 230, SUBPART D, THE STATE HIGHWAY AGENCY HAS A RESPONSIBILITY TO ASSURE COMPLIANCE BY CONTRACTORS WITH THE REQUIREMENTS OF FEDERAL-AID CONSTRUCTION CONTRACTS, 23 CFR 230.405(b). THEREFORE, THE STATE HIGHWAY AGENCY HAS THE FOLLOWING OBLIGATIONS CONCERNING MONITORING AND COMPLIANCE, INCLUDING SHOW CAUSE NOTICE REQUIREMENTS.

Monitoring and Compliance

The Agency will maintain a vigorous monitoring process to ensure nondiscrimination and affirmative action on all federally funded Projects. Monitoring shall include at a minimum, monthly meetings to review the "Monthly Employment Utilization Report" (Form 731-0668) with the Contractor's Equal Employment Opportunity (EEO) Officer and quarterly reviews of the Contractor's Good Faith Efforts as outlined in FHWA 1273.

The Agency shall determine the Contractor's compliance with equal opportunity requirements including:

- Non-discrimination in selection and retention of subcontractors, material suppliers and vendors;
- Maintenance of non-segregated facilities;
- Adequate representation and utilization of minorities and women (by craft and trade) in the Contractor's workforce;
- Good Faith Efforts in meeting on-the-job training and training special provisions contained in FHWA 1273;
- Fair treatment in all terms and conditions of employment; and,
- Adherence (where applicable) to Indian preference provisions.

If the Agency or the FHWA becomes aware of any possible violations of Executive Order 11246 or 41 CFR 60, each has the authority and the responsibility to notify the Office of Federal Contract Compliance Programs. The Contractor has the responsibility either to meet all the craft goals set forth in the applicable "Covered Area" of "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts" or demonstrate Good Faith Efforts to meet these goals (as specified in paragraphs 7a through 7p of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts").

Show Cause Notice

If an investigation or review reveals that a Contractor or Subcontractor has not complied with these EEO Provisions, the Agency shall issue a Show Cause Notice to initiate efforts to bring the Contractor or Subcontractor into compliance. This written notice shall state the deficiencies found during the review, and shall advise the Contractor or Subcontractor to show cause within 30 Calendar Days why the Agency shall not impose administrative

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sanctions. The Contractor or Subcontractor must then show good cause or must provide an acceptable agreement for corrective action within 30 Calendar Days.

If the Contractor or Subcontractor does not provide this information by the end of the 30 Calendar Days, the Engineer shall withhold all project progress payments in process as of the date the Show Cause Notice was issued and will continue to withhold project progress payments until the Contractor or Subcontractor responds in an acceptable manner. If the Contractor or Subcontractor fails to meet the conditions of the corrective action agreement, no further Show Cause Notice is required; the Agency shall immediately initiate enforcement proceedings.

If a Contractor's prequalification certification is revoked or disqualified because the Contractor has been found on at least two occasions to be in breach of these EEO Provisions of Federal-Aid highway construction contracts, the Contractor must be determined to be in compliance with these EEO Provisions prior to the Contractor's prequalification certificate being reinstated.

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SUSPENSION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS EFFECTIVE 10/03/2025

In accordance with the 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 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.

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SPECIAL PROVISIONS

PART 00100 - GENERAL CONDITIONS

Replace this PART of the Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at http://www.co.marion.or.us/PW/Engineering and included in these special provisions.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows:

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

American Traffic Safety Services Association (ATSSA)
www.atssa.com

Connex
https://connex.rtvision.com/contracts/awarded

Equipment Watch
www.equipmentwatch.com

Marion County Procurement Collaboration Portal
www.co.marion.or.us/FIN/Pages/contracts.aspx

Marion County General Conditions for Construction
www.co.marion.or.us/PW/Engineering/Pages/default.aspx

ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx

ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

ODOT Estimating
www.oregon.gov/ODOT/Business/Pages/Steel.aspx

ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx

ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx

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ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx

OregonBuys
https://oregonbuys.gov/bso/

Oregon Legislative Counsel
www.oregonlegislature.gov/lc

Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx

00110.10 Abbreviations – Add the following paragraph at the end of this subsection:

PCD - Pedestrian Channelizing Device

Delete the following abbreviation:

DBE – Disadvantaged Business Enterprise

00110.20 Definitions – Add the following paragraphs to the end of this subsection:

Materially Unbalanced Bid - A Bid which generates a reasonable doubt that Award to the Bidder submitting a Mathematically Unbalanced Bid will result in the lowest ultimate cost to the Agency.

Mathematically Unbalanced Bid - A Bid containing lump sum or unit Pay Items (bid items) which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

Pedestrian Accessible Route - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Pedestrian Channelizing Device - Devices used for channelizing pedestrians along a Temporary Pedestrian Accessible Route.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.00 Prequalification of Bidders – Add the following bullet to the end of the bullet list:

If delivered by electronic mail, the application shall be sent to:

ODOTProcurementOfficeConstruction@odot.oregon.gov

Replace the bullet that begins “If delivered by mail…” with the following bullet:

- If delivered by mail or parcel delivery service, the application shall be sent to:

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Oregon Department of Transportation
Procurement Construction Contracts, MS #33
355 Capitol Street NE
Salem, OR 97301

00120.01 General Bidding Requirements – Replace the first sentence beginning “Submit Bids through the internet…” with the following sentence:

Submit Bids through the internet (electronic) in Portable Document Format (PDF) format of the entire Bidder’s submission package including the Bid Schedule and a copy of the Bid Schedule in Excel format. The PDF of the Bid Schedule shall take precedence over the excel copy of the Bid Schedule should there be any differences.

00120.40(f) Disclosure of First-Tier Subcontractors – Replace the paragraph beginning “If no subcontracts subject to the above…” with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-005-0420.

00120.70 Rejection of Nonresponsive Bids – Delete the following bullet:

- The Bidder has not complied with the DBE requirements of the solicitation.

Replace the bullet beginning “ The Agency determines . . . “ with the following bullet:

- The Bid is found to be Mathematically Unbalanced and Materially Unbalanced.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.00 Consideration of Bids - Replace the paragraph that begins “The Agency reserves…” with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any Bids for irregularities under 00120.70 or all bids for good cause after finding that it is in the public interest to do so (ORS 279C.395). The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

00130.40 Contract Submittals - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in Subsections (a), (b) and (c) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

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00130.40(c) Workers' Compensation – Replace this subsection, except for the subsection number and title, with the following:

To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(e), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

00130.50 Execution of Contract and Bonds - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in subsection (a) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.50(c) Contractor's Responsibilities – Replace the bullet that begins "In addition to the notification required…" with the following bullet:

- In addition to the notification required in OAR 952-001-0090(7), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Table 00150-1

Utility	Contact Person's Name, Address, Email, and Phone Number
Consumers Power	Adrian Smith 6990 W Hills Rd Philomath, OR 97370 adrians@cpi.coop 541-929-8636 (office)
Stayton Coop Telephone Company	John Eckis SCTC Engineer 502 N 2nd Ave

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	PO Box 477 Stayton, OR 97383 johneckis@sctcweb.com 503-769-3754 (office) 509-932-3794 (mobile)

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project. Utilities may require an on-site observer, at no cost to the Contractor.

Consumers Power - Power Suppliers - The Contractor shall maintain at least 10 feet of safety clearance from energized power lines. Exceptions require written approval from Power Supplier(s) and will require an on-site safety watcher at no cost to the Contractor. The Contractor shall provide the Engineer with a copy of the written approval of exception before beginning Work.

Stayton Coop Telephone Company - Telecommunication Utilities - The Contractor shall obtain written approval from Telecommunication Utilities that have fiber optic communication cable facilities, for excavating or blasting within 10 feet of a buried fiber optic communications cable. Telecommunication Utilities may require an on-site safety representative at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning Work.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions modified as follows:

00160.01 (a) All Materials - Replace the paragraph that begins “The Contractor shall identify …" with the following:

When the estimated value is over $10,000, the Contractor shall submit a copy of the materials purchase order or supply agreement.

Delete the paragraph that begins with “For this purpose…”.

00160.20(d) Build America Buy America Act Requirements – Replace this subsection, except for the subsection number and title, with the following:

If federal highway funds are involved on the Project, the Contractor shall comply with the Build America Buy America Act and implementing regulations (Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, Sections 70901-70941).

The Build America Buy America Act requirements apply to construction materials and manufactured products permanently incorporated in the Project. All construction materials and manufactured products permanently incorporated in the Project must be produced in the United States.

Construction materials include an article, Material, or supply that is or consists primarily of only one of the following, with the standard for the material to be considered ‘‘produced in the United States’’:

- **Non-ferrous metals -** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- **Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)** - All manufacturing processes, from initial

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combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

- **Glass (including optic glass)** - All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- **Fiber optic cable (including drop cable)** - All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- **Optical fiber** - All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- **Lumber** - All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- **Drywall** - All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- **Engineered wood** - All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

The classification of an article, material, or supply as construction material is based on its status at the time it is brought to the work site for incorporation in the Project. In general, the work site is the location of the Project at which the construction materials will be incorporated.

FHWA issued a final rule on January 14, 2025 amending FHWA's Buy America regulation to terminate FHWA's general waiver for manufactured products and establish Buy America requirements for manufactured products with respect to Federal-aid highway projects. https://www.federalregister.gov/documents/2025/01/14/2024-31350/buy-america-requirements-for-manufactured-products

Manufactured products assembled outside the Project Site are also subject to the Build America Buy America requirements. Manufactured products means articles, materials, or supplies that have been:

- Processed into a specific form and shape; or
- Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

For manufactured products, the final assembly of the product shall occur within the United States for projects obligated on or after October 1, 2025. For projects obligated after October 1, 2026, the cost of the components of the product that are mined, produced or manufactured in the United States shall be more than 55 percent of the total cost of all components of the product.

The USDOT issued a Public Interest Waiver for De Minimis Costs and Small Grants. The final waiver can be viewed here:

https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants and this waiver applies to Materials covered by the Build America Buy America Act.

The public interest waiver is for manufactured products and construction materials for which:

- The total value of the non-compliant products (foreign or unknown origin) is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project*; or
- The total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000.

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*The “total value of the non-compliant products” includes construction materials and manufactured products only. The “total applicable costs” includes construction materials, iron and steel, and manufactured products. The value of materials are the actual cost of the materials, not the anticipated cost of materials. Furthermore, this bullet does not apply to iron and steel subject to the requirements of 23 U.S.C. 313. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for steel and iron. (See 00160.20(a).)

Strict compliance with the Build America, Buy America domestic preferences is required, except to the extent the above public interest waiver applies. The Contractor shall not incorporate construction materials and manufactured products in excess of this amount into the Project. All foreign origin construction materials and manufactured products incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic construction materials at the Contractor's expense.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any applicable construction materials and manufactured products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the products and Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all applicable construction materials and manufactured products for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

Iron and steel Materials and manufactured products that are predominately iron or steel are subject to 00160.20(a).

The Contractor shall include this provision in all subcontracts.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

Provisions and Requirements

00165.10(a) Field-Tested Materials - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

00165.10(b) Nonfield-Tested Materials – Replace this subsection, except for the subsection number and title, with the following:

Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section website (see 00110.05(e)). The most current version of the NTMAG on the date of Advertisement is the version in effect for the Project.

- **Rejections** – The inspection at the mill, shop, or precaster of any Material, Work or finished members will not prevent subsequent rejection, if later found damaged or defective, nor relieve the Contractor of the responsibility to correct or replace the Work at no additional cost to the Agency.

- **Transport** – Do not ship members or piece of fabricated steel or precast member, that requires a fabrication inspection report, without the Inspector’s label or marking.

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00165.35(e) Certificate of Origin of Construction Materials – Replace this subsection, except for the subsection number and title, with the following:

When a certificate of material origin for construction materials is specified, complete the form furnished by the Engineer as required by 00160.20(d) for Federal-aid projects.

00165.91 Fabrication Inspection Expenses – Replace the table with the following table:

TABLE 00165-3

Zone	Place of Fabrication	Reduction in Payment
1	All of State of Oregon, and the portion of the State of Washington within 50 airline miles of Portland International Airport (PDX)	$0
2	Outside of Zone 1, and up to 250 airline miles of Portland International Airport (PDX)	$300 per Calendar Day
3	Outside of Zone 2, up to 1,000 airline miles of Portland International Airport (PDX).	Round trip coach airfare from Portland, Oregon plus $300 per Calendar Day
4	Outside of Zone 3, or outside of the continental United States.	Round trip coach airfare from Portland, Oregon plus $500 per Calendar Day

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.03 Furnishing Right-of-Way permits – At the end of the subsection add the following:

- Marion County will obtain the “Work in Right of Way permit” from ODOT to place temporary traffic control devices on OR22.

00170.07 Record Requirements - Replace the paragraph that begins "For purposes of this Subsection, the term …" with the following paragraph:

For purposes of this Subsection, the term "Contractor" includes the Contractor, all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their Subcontractors and any other lower-tier subcontracts, and "Related Entities" as that term is defined in OAR 734-010-0400. The Material Suppliers included in this definition are those for Aggregates, asphalt cement concrete, Portland cement concrete and the supply and fabrication of structural steel items, and Material Suppliers that provide quotes.

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00170.07(a) Records Required - Replace the paragraph that begins "The Contractor shall include in its subcontracts …" with the following paragraph:

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers), at all tiers, to comply with 00170.07. The Contractor shall also require all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower-tier Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, asphalt cement concrete, portland cement concrete and the supply and fabrication of structural steel items and Material suppliers that provide Material quotes and Related Entities as defined in OAR 734-010-0400.

00170.08 Electronic Document Management - Add this subsection:

The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled

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due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:
  My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

  I may have access to sensitive personnel, business, financial and/or security related information ("Confidential Information") through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to Agency.

  I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

  If my authorized use of and access to ConneX includes submitting documents into ConneX (or "read-write" access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

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I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer's relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

(b) Digital Signatures and Requirements - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.
- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.
- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

(c) Electronic Submittal Requirements - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

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No separate or additional payment will be made for any costs associated with obtaining and maintaining access to OneOffice or the use of OneOffice.

00170.10(g) Paid Summary Report - Delete this subsection.

00170.61(a) Workers' Compensation - Replace this subsection with the following:

00170.61(a) Workers' Compensation and Employer's Liability - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) …" with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages – Replace the paragraph that begins "**Contractor** – The Contractor shall…" with the following paragraph

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and as required by an extended reporting period or tail coverage requirements, and all warranty periods that apply.

Replace the paragraph that begins "**Insurance Provisions** - The Contractor and Subcontractor(s), if…" with the following paragraph:

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation/Employer's Liability. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

Replace the paragraph that begins "**Commercial General Liability** - The Contractor shall provide Commercial…" with the following paragraph:

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages per Occurrence	Combined Single Limit	Annual Aggregate Limit

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Commercial General Liability	$1,000,000	$2,000,000
Commercial Auto Liability	$1,000,000	(Aggregate limit not required)

00170.70(b) Extended Reporting - Replace the paragraph that begins "The Contractor or Subcontractor shall…" with the following paragraph:

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notification under 00150.90(b) and 00180.50(g).

00170.70(c) Excess/Umbrella Liability - Replace this subsection, except for the subsection number and title, with the following:

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required minimum 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. In addition, the limits of the underlying insurance must be sufficient to prevent any gap between such minimum limits and the

attachment point of the coverage provided by the Excess/Umbrella Liability policy.

00170.70(d) Additional Insured - Replace the paragraph that begins "The liability insurance coverages of 00170.70(a)…" with the following paragraph:

The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and their respective officers, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

00170.70(e) Workers' Compensation - Replace the title of this subsection with "**Workers' Compensation and Employer's Liability"**

00170.70(g) Certificate(s) of Insurance – Replace this subsection, except for the subsection number and title, with the following:

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List Marion County, its officers, members, agents, and employees as a Certificate holder and as an Additional Insured under **separate written endorsement** for the coverages required under the Contract.
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability;
- Include a list of all policies that fall under the Excess/Umbrella Liability Insurance if Excess or Umbrella Liability Insurance is used to meet the minimum insurance requirements.

00170.70(i) Insurance Requirement Review - Replace this subsection, except for the subsection number and title, with the following:

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The Contractor agrees to periodic review of insurance requirements by Agency. Agency reserves the right to periodically assess risks and the adequacy of insurance coverage and in its discretion to require additional insurance coverage or increased coverage limits on existing coverages, or both.

00170.70(j) Builder's Risk - Change the last two sentences to:

The policy shall include the Agency and building or structure owner as loss payees.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:
Add the following subsection:

00180.20(d) Disadvantaged Business Enterprise (DBE) – Delete this subsection.

00180.20(e) Trucking - Replace the paragraph that begins "This Section does not apply to…" with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of materials not performed with trucks owned (or rented) and operated by the Contractor.

00180.20(e)(1) Trucking - Delete the bullet that begins "Statement specifying whether the services will be provided by a DBE…".

00180.20(e)(2) Limitations - Replace the paragraph that begins "The approved trucking services agreements…" with the following paragraph:

The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned (or rented) and operated by the Contractor. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any Work on the Project Site.

00180.21(a) General – Replace the bullet that begins " If the Subcontractor is providing any…" with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following Subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions and the General Conditions include, but are not limited to, the following:

Limitations	**Subsection**
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Right - of - Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Holidays and Special vents	00220.40(e)

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00220.40(e) Noise Control..... 00290.32
Maintenance Under Traffic..... 00620.43
Opening Sections to Traffic..... 00745.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type…" add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

(1) The Contractor shall complete all Work to be done under the Contract, except paving, striping, and drainage curb, and open the road to traffic, not later than October 31, 2026.

(2) The Contractor shall complete all work to be done under the Contract not later than April 30, 2027.

00180.85(b) Liquidated Damages - Add the following to the end of this subsection:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be $3,165 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions modified as follows:

00190.20(f)(2) Scale Without Automatic Printer – Add the following paragraph after the paragraph that begins " If the scales require manual entry…":

Pay costs for the weigh witness at $35.00 per hour.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

00195.10 Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

00195.10(d) Asphalt Cement Price Adjustment – Delete the pay item:

- Emulsified Asphalt for Tack Coat

00195.50(c) Forms of Retainage - Replace this subsection, except for the subsection number and title, with the following:

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(c) Forms of Retainage - If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

(1) Cash, Alternate A - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing account, in a bank or other financial institution for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

(2) Cash, Alternate B (Retainage Surety Bond) - The Contractor may submit a Surety bond in lieu of all or a portion of the retainage required under the Contract. The Agency will accept this Surety bond unless the Agency first finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560(1)(c).

The Surety bond must be in substantially the form specified in ORS 701.435 (4) (Oregon House Bill 4006, 2024), and executed by a Surety bonding company that is authorized to transact Surety business in the State of Oregon and may not be a Surety obligation of an individual. The Surety bond and any proceeds of the Surety bond must be made subject to all claims and liens and in the same manner and priority specified for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625. Agency will reduce the cash retainage held by an amount equal to the value of the Surety bond and pay the amount of the reduction to Contractor according to ORS 279C.570. Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

When the Agency accepts a Surety bond in lieu of retainage from the Contractor, the Contractor shall accept Surety bonds from Subcontractors or Suppliers from which the Contractor has withheld retainage. At any time before final payment a Subcontractor may submit a Surety bond to the Contractor and request that the Contractor submit a Surety bond as described above for the portion of the Contractor’s retainage that pertains to the Subcontractor. The Surety bond the Subcontractor provides to the Contractor must meet the Agency requirements specified in the paragraph above. When a Contractor at a Subcontractor’s request obtains and submits a Surety bond under this subsection, the Contractor may withhold from payments to the Subcontractor an amount equivalent to the portion of the Contractor’s Surety bond premium for which the Subcontractor is responsible in accordance with ORS 279C.560 (Oregon House Bill 4006, 2024).

Within 30 Days after a Subcontractor’s request the Contractor shall provide a Surety bond as described above, and the Agency will accept the Surety bond unless:

- the Agency finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560;
- a Surety bond is not commercially available;
- the Subcontractor refuses to pay to the Contractor the Subcontractor’s portion of the Surety bond premium; or
- the Subcontractor refuses to provide the Contractor with a Surety bond that meets the requirements of ORS 279C.560(1)(b).

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Notwithstanding 00195.50(d), within 30 Days of receiving a Surety bond from Contractor at a Subcontractor's or Supplier's request, Agency will release to the Contractor the amount held as retainage that is equivalent to the amount the Contractor submitted as a Surety bond. Contractor shall, within 30 Days after receiving a Surety bond from a Subcontractor or Supplier, release to the Subcontractor or Supplier the amount the Contractor holds as retainage that is equivalent to the amount of the Surety bond submitted, in accordance with ORS 279C.560(8).

(3) Bonds, Securities, and Other Instruments - Contractor may deposit bonds, securities or other instruments with the Agency or in a bank or other financial institution, to be held by Agency instead of cash retainage for the benefit of the Agency, which the Agency will accept unless the Agency first finds in writing good cause for rejection based on unique project circumstances, in accordance with ORS 279C.560(1)(c).

If the Contractor deposits bonds, securities or other instruments, and Agency does not reject the bonds, securities or other instruments as permitted by ORS 279C.560(1)(c), the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be of a character approved by the Director of the Oregon Department of Administrative Services, including, but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

00195.50(f) Prompt Payment Policy - Replace this subsection, except for the subsection number and title, with the following:

Payments shall be made promptly according to ORS 279C.560, ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

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SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.01(b) Abbreviations - Delete this subsection.

00220.03(b) Closure – Add the following bullet:

- At least 14 days before closing North Fork Road SE Road, notify in writing, all effected emergency services, school districts, Oregon Department of Forestry, United States Forest Service, Freres Lumber Company, and the US Postal Service and provide a copy of the notice to the Engineer.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

Road Closure:

North Fork Road may be closed between April 1 through November 16, 2026. The road closure will be allowed one time and shall be continuous. Aggregate base and guardrail work must be completed prior to opening the road to traffic.

Lane Restrictions:

Before and after the continuous road closure, one lane of traffic may be closed Monday through Friday, from ½ hour after sunrise to ½ hour before sunset.

Add the following subsection:

00220.42 Shear Key Site Road Closure - Close the road to traffic at the Shear Key site during construction of the Shear Key. Do not close the road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222.

00220.60(a)(1) Contractor Responsibility - Replace this subsection, except for the subsection number and title, with the following:

If this Work is not completed and in place, the Agency may do the Work according to 00220.60(d).

(a) Do the following at no additional cost to the Agency:

- Keep surfaces being used by Public Traffic free of all dirt, mud, gravel, materials, and debris.
- Repair damage to surfaces caused by the Contractor's operations.
- Maintain all detour and stage construction Surfacing as specified or directed.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

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00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs

(a) Traffic Control Plan - Submit one of the following, 5 Calendar Days before the preconstruction conference:

(1) Agency Traffic Control Plan - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

(2) Contractor-Modified Traffic Control Plan - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
  - Details and features used to provide pedestrian accessibility.
  - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
  - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

If the Contractor's request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor is approved in whole or in part, acceptance will be made by a Change Order.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

(b) Tourist-Oriented Directional and Business Logo Signs - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

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(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.60 Temporary Traffic Control Devices – Replace the paragraph that begins "TCD delivered to the Project Site found…" with the following paragraph:

Repair or replace TCD delivered to the Project Site found to be in "marginal" or "unacceptable" condition, at no additional cost to the Agency.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
  - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
  - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.

00222.45(b) Portable Changeable Message Signs - Add the following bullet*(*s*)* to the end of this subsection:

Panel 1	**Panel 2**
N FORK CLOSED MP 5.0	USE GATES HILL RD

Panel 1	**Panel 2**
N FORK CLOSED MP 5.2	USE OR22 DETOUR

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications, modified as follows:

00223.80(a)(1) Traffic Control Supervisor – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for Traffic Control Supervisor.

00223.90 Payment – Delete the following bid item:

(b) Traffic Control Supervisor

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SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00231 - TEMPORARY ACCESS ROAD

Section 00231, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00231.00 Scope - This Work consists of constructing, maintaining, and removing temporary, unpaved access roads for the use of Contractor and Agency Equipment and personnel as needed, shown, or directed.

Materials

00231.11 Geotextile - Furnish subgrade geotextile, embankment geotextile, or riprap geotextile, at the Contractor's option. Geotextile shall meet the requirements of Section 02320, with documentation according to 02320.10(c).

00231.12 Geogrid - Subgrade reinforcement geogrid, if used, shall meet the requirements of Section 02320.

00231.13 Road Material - Furnish crushed Aggregate Base, stone embankment, or other suitable Granular Material capable of supporting the weight of Equipment intended to use the temporary access road.

Construction

00231.41 Clearing - Clearing brush and vegetation for temporary access roads is allowed in the areas shown or where directed. Preserve and protect trees as shown or directed.

00231.42 Temporary Access Road - Construct temporary access roads to the width, grade, profile, and depth of base sufficient to support the weight of Equipment using the road. Install geotextile or geogrid prior to placement of road material.

00231.43 Not for Public Traffic - Do not direct or allow Public Traffic to use temporary access roads constructed according to this Section.

Maintenance

00231.60 Surface Maintenance - Maintain temporary access roads so that the road surfaces remain firm, smooth, free of ruts or standing water, and are graded to prevent concentrations of runoff water. Promptly remove accumulations of mud or debris.

Finishing and Cleaning Up

00231.70 General - When a temporary access road is no longer needed, do the following:

- Remove all Materials.
- Restore areas occupied by the temporary access road to the original ground contours or as directed.
- Apply permanent seeding to the area occupied by the temporary access road according to Section 01030.
- Dispose of excess materials according to 00330.41(a)(5).

Measurement

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00231.80 Measurement - Except for permanent seeding, no measurement of quantities will be made for Work performed under this Section.

Temporary and permanent seeding will be measured according to 01030.80.

Payment

00231.90 Payment - The accepted quantities of Work performed under this Section, except for permanent seeding work, will be paid for at the Contract Lump Sum amount for the item "Construct and Remove Temporary Access Road".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for removing and disposing of temporary access road materials or for restoring the areas to original ground contours.

Temporary and permanent seeding Work will be paid for according to 01030.90.

SECTION 00245 - TEMPORARY WATER MANAGEMENT

Section 00245, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00245.00 Scope - This Work consists of furnishing, installing, operating, maintaining, and removing temporary water management facilities in regulated Work areas.

00245.01 Abbreviations:

TWM - Temporary Water Management
TWMF - Temporary Water Management Facility
TWMP - Temporary Water Management Plan

00245.02 Definitions:

Temporary Water Management Facility - A TWMF that conveys water around or through Work areas, removes water from Work areas, and treats and discharges water at locations outside Work areas.

00245.03 Temporary Water Management Plan - The Agency TWMP is a concept plan. 28 Calendar Days before beginning Work in regulated Work areas, submit stamped Working Drawings of a Contractor-developed TWMP, according to 00150.35, based on either the Agency's concept plan or an independent plan that meets water quality and environmental guideline requirements and does not negatively affect neighboring properties or water rights.

Include the following minimum information in the TWMP:

- The sequence and schedule for dewatering and re-watering. This sequence and schedule must include when to contact the Engineer prior to dewatering and re-watering.
- How the Work area is isolated from the active stream flow upstream, through, and downstream.
- How the stream flow is routed and conveyed around or through the isolated Work area.
- How the isolated Work area is de-watered.
- How the conveyed water is treated, if necessary, before it is discharged downstream.

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- Description of all construction stages, including appropriate contact points for each stage.
- A list of on-site backup Materials and Equipment.
- Provide the name of the TWM Subcontractor (if applicable) and Contractor's superintendent, and their 24-hour contact phone number 10 Days before the pre-Work meeting. If changes in the appointment of the TWM Subcontractor or Contractor's superintendent occur during the term of the Contract, provide written notice to the Engineer within 5 Calendar Days of the change.
- Calculations of water withdraw pump's capacity.
- Details of the proposed water intake screen used to isolate in-water Work area and how it meets the requirements of 00290.34(c)(3).

Any change to the TWMP during construction requires approval prior to implementation.

Obtain the Engineer's written approval before beginning Work in in-water Work areas.

00245.04 Pre-Work Meeting - Before beginning any TWM Work, attend a pre-work meeting at the Project Site with the Engineer no more than 8 Calendar Days prior to implementation of TWM. Required meeting attendees include:

- Engineer
- Contractor
- TWM Subcontractor (if applicable)
- Agency Environmental Coordinator or their appointed representative

The pre-Work meeting agenda typically includes the method of TWM, the TWMP, fish salvage plan and strategy, describe environmental risks, turbidity monitoring, energy dissipation, dewatering and re-watering plan and strategy, site clean-up expectations, and the circumstances under which contacting the Engineer is required.

Materials

00245.10 Materials - Furnish Materials meeting the following requirements:

Pipe 00445.11
Plastic Sheeting ..... 00280.14(a)
Riprap 00390.11
Sandbags ..... 00280.15(a)

Construction

00245.41 Installation - During installation of the temporary water management facility, maintain a downstream water flow rate of at least 50 percent of the upstream water flow rate.

00245.42 Operation - Operate temporary water management as follows:

- Maintain and control water flow downstream of the isolated Work area for the duration of the diversion to prevent downstream de-watering.
- In the event of containment failure immediately notify the Engineer so arrangements can be made to remove fish and aquatic organisms from the isolation Work areas prior to the continuation of Work within the ordinary high water limits.

Maintenance

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00245.60 Maintenance - Monitor water turbidity according to 00290.30(a)(8).

Finishing and Cleaning Up

00245.70 Removal - Prior to removal of the TWMF, obtain approval from the Engineer after completion of all Work within ordinary high water limits. Remove the TWMF and re-water and restore the stream flow. Maintain downstream water flow during removal of the facility. Staged or metered re-watering may be required and will be determined by the Engineer.

Measurement

00245.80 Measurement - No measurement of quantities will be made for temporary water management facilities.

The estimated quantities of Materials required for the temporary water management facility are:

Temporary Water Management Facility at Station “NF” 25+76.66:

Pipe.....240 Feet
Plastic Sheeting.....6 Square Yard
Riprap.....9 Cubic Yard
Sandbags.....170 Each

Temporary Water Management Facility at Station “NF” 28+89.27:

Pipe.....260 Feet
Plastic Sheeting.....6 Square Yard
Riprap.....9 Cubic Yard
Sandbags.....170 Each

Turbidity monitoring will be measured according to 00290.80.

Payment

00245.90 Payment - The accepted quantities of temporary water management facilities will be paid for at the Contract lump sum amount for the item "Temporary Water Management Facility at Station _____ ".

The location of the facility will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

Turbidity monitoring will be paid for according to 00290.90.
No separate or additional payment will be made for TWMP, maintaining, operating, monitoring, moving, or removing the facility.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary …" with the following paragraph:

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This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the NPDES 1200-CA, 1200-CN, OR 1200-C permit if applicable.

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

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is applicable to the Project. Before beginning Work on the Project, Contractor must contact Oregon Department of Environmental Quality (DEQ) to transfer all 1200-CA responsibility to the Contractor. Contractor must fulfill all requirements of the permit, including providing a qualified inspector as described in the 1200-CA permit.

00280.02 Definitions - Delete the definition **Wet Season Work**

Add the following paragraphs to the end of this subsection:

Fill in required information listed on the ESCP cover sheet prior to beginning of construction, replace qualified site inspector information, and submit revised cover sheet to Engineer 10 Days before the preconstruction meeting. Monitor weather, stormwater runoff, and receiving waters, and document monitoring observations. Immediately upon discovery, notify Engineer if a 1200-CA permit non-compliance occurs. Provide updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.20(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit if applicable.

00280.15(d) Temporary Slope Drains – Replace this subsection, except subsection number and title, with the following:

Furnish either plastic pipe and flared end sections meeting the requirements of Section 02415 or metal pipe and flared end sections meeting the requirements of Section 02420.

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of 18 inches.

00280.16(a) Construction Entrances - Replace the bullet that begins “**Geotextile**…” with the following bullet:

- **Geotextile** - Riprap geotextile meeting the requirements of 02320.20 Table 02320-2. Provide documentation according to 02320.10(c).

00280.16(b) Tire Wash Facility - Replace the bullet that begins “**Geotextile**…” with the following bullet:

- **Geotextile** - Riprap geotextile meeting the requirements of 02320.20 Table 02320-2. Provide documentation according to 02320.10(c).

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00280.16(c) Sediment Fence - Replace the bullet that begins "**Geotextile**…" with the following bullet:

- **Geotextile** - Geotextile meeting requirements of 02320.20 Table 02320-3. Provide documentation according to 02320.10(c).

00280.16(d) Inlet Protection - Replace the bullet that begins "**Geotextile**…" with the following bullet:

- **Geotextile** - Type 1 geotextile meeting the requirements of 02320.20 Table 02320-1 Provide documentation according to 02320.10(c).

00280.16(g) Temporary Energy Dissipater - Replace the bullet that begins "**Geotextile**…" with the following bullet:

- **Geotextile** - Type 1 riprap geotextile meeting the requirements of 02320.20 Table 02320-2. Provide documentation according to 02320.10(c).

00280.30 Erosion and Sediment Control Manager – Add the following bullet to the beginning of the bullet list under "The ESCM duties include:"

- Be present at the Project Site during all ground disturbing activities.

Replace the bullet that begins "Monitor rainfall, snow melt and runoff …" with the following bullet:

- Visually monitor rainfall, snow melt and runoff at the Project Site.

Replace the bullet that begins "Monitor water quality in receiving streams in …" with the following bullet:

- Visually monitor water quality in receiving streams in the vicinity of the Project Site.

Replace the bullet that begins "Monitor water in sediment traps receiving …" with the following bullet:

- Monitor the pH of the water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.

00280.41(c) Wet Season Work and Temporary Work Suspension - Replace this subsection with the following subsection:

00280.41(c) Temporary Work Interruption - Update the ESCP and schedule for Work proposed between October 1 and May 31 to ensure that all appropriate controls, including ESC during Work interruption, are implemented and maintained. Submit the updated ESCP and schedule to the Agency and receive approval before beginning any Work between October 1 and May 31.

Between October 31 and May 31, limit excavation and bare ground activities to only those required for immediate operations. Stabilize stockpiles at the end of each workday by diverting flows, placing covers, or installing Sediment barriers.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

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00280.48 Emergency Materials - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency Materials on the Project Site:

Item	Quantity
Sediment Barrier, Type 8	100 Foot
Sediment Fence	100 Foot

When emergency materials are used, restock emergency materials within 48 hours of use.

00280.62 Inspecting and Monitoring – Delete the paragraph that begins “Inspect the Project Site…”.

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete…" with the following paragraph:

Follow all requirements in the 1200-CA permit, Schedule B, Section 17, including: contractor must provide a qualified inspector as described in Section 17.1, and Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

- On initial day of construction activity.
- Every 14 calendar days.
- 24 hours after any rainfall event or snow melt event that results in runoff, including weekends and holidays.
- When directed by the Engineer.
- Include photographs of any BMP that is not functioning or requires maintenance in the inspection report. If all BMPs are functioning as designed, include not less than 4 photos of these BMPs.

For inactive sites or inactive areas within a site, document the dates when work stopped and resumed and identify the location(s) in an ESCP revision. Conduct inspection and monitoring of inactive sites or inactive areas within a site as follows:

- Not more than 14 days prior to the site becoming inactive to verify BMPs are providing Effective Functioning.
- Every 14 days for the first month the area is inactive.
- Once a month thereafter.
- 24 hours after any rainfall event or snow or ice melt event that results in runoff, including weekends and holidays.
- When directed by the Engineer.
- Work may be stopped due to frozen conditions such that the site is stabilized. Resume monitoring every 14 days and within 24 hours of rainfall or melt resulting in runoff when frozen conditions end.

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at:

https://www.wunderground.com/forecast/us/or/lyons

00280.64(a) Corrective Action Timelines – Delete the bullet that begins “If completion of corrective action is not feasible…”

Delete the bullet that begins “Provide a schedule for clean-up and corrective actions…”

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Delete the bullet that begins “Provide all corrective action documentation and photographs…”

00280.91 Payment – Replace the paragraph that begins “Emergency Materials that are incorporated…” with the following paragraph:

Materials listed in 00280.48 that are incorporated into the Project will be paid for under the appropriate items listed in the Contract Schedule of Items.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

00290.30(a)(7) Water Quality:

- Do not discharge water contaminated by pollutants including sediment, drilling fluids and waste, concrete, grout, or water contained within a work area isolation, into any waters of the State or U.S. or conveyances draining thereto until it has been treated using Materials such as those listed in 00280.15 or 00280.16 or by pumping to a vegetated upland location. Do not allow Project discharges to increase the concentration of any pollutant in the receiving water to a level that exceeds the limits prescribed by OAR 340-041.
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives.
- Do not allow curing concrete or grout to be submerged within waters of the State or U.S. less than 24 hours after placement, except within work area isolation. Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Monitor weather and streamflow forecasts and conditions to anticipate high flows that may unintentionally inundate any portion of the Project Site.
- If high flow conditions occur or are anticipated to occur that may unintentionally inundate any portion of the Project Site, remove all potentially affected Equipment, Materials, and debris from the potential inundation area. Cease Work in the area until water recedes and the risk of further high water events passes. The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work in or around waters of the State or U.S. violate permit conditions or any requirement of this subsection, stop such Work and notify the Engineer.

Add the following subsection:

00290.30(a)(8) Meter Turbidity Monitoring - In addition to the requirements of 00280.62(c) to monitor the receiving stream to identify water quality issues, during Work in waters of the State or U.S., implement best management practices (BMPs) to minimize turbidity, and monitor turbidity using a turbidity meter that has been maintained and calibrated according to the manufacturer’s specifications and according to the following:

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- Measure upcurrent and downcurrent turbidity at two-hour intervals and perform work based on turbidity measurements according to the following:
    - Take upcurrent samples at a location representative of background turbidity approximately 100 feet from the work area.
    - Take downcurrent samples at a location approximately 100 feet from the work area at approximately mid-depth of the water body and within any visible turbidity plume.
    - If the downcurrent reading is less than 5 nephelometric turbidity units (NTU) higher than the upcurrent reading, continue to Work and take readings every two hours.
    - If the downcurrent reading is greater than or equal to 5 and less than 30 NTU higher than the upcurrent reading, modify work procedures and repair or upgrade BMPs, continue Work, and continue to take readings every two hours. If after four hours the downcurrent reading is still greater than or equal to 5 NTU higher than the upcurrent reading, stop all work in water and repair or upgrade BMPs. Resume work in water only after the downcurrent reading is less than 5 NTU above the upcurrent reading.
    - If the downcurrent reading is greater than or equal to 30 and less than 50 NTU higher than the upcurrent reading, modify work procedures, repair or upgrade BMPs and continue Work. If, at the subsequent two-hour reading, the downcurrent reading is still more than 30 NTU higher than the upcurrent reading, stop all work in water and repair or upgrade BMPs. Resume work in water only after the downcurrent reading is less than 5 NTU above the upcurrent NTU reading.
    - If the downcurrent reading is 50 NTU or more higher than the upcurrent reading, stop all work in water, repair or upgrade BMPs, and inform the Engineer. Resume work in water only after the downcurrent reading is less than 5 NTU above the upcurrent NTU, as determined by continued readings made no more than two hours apart.
    - Document all turbidity monitoring observations on form 734-2755, “Turbidity Monitoring Report”, or another form approved by the Engineer. Submit reports to the Engineer weekly during work in water and keep copies of the reports at the Project Site.
    - Meter turbidity monitoring may be temporarily suspended if all of the following conditions are met:
    - Temporary water management and work area isolation measures have been installed and are functioning as designed.
    - The Engineer, after consultation with DEQ, has authorized the suspension of turbidity monitoring. The Engineer will provide information to be documented on the turbidity monitoring form, including the date of the DEQ authorization and the name of the DEQ employee providing the authorization.
    - Resume the turbidity monitoring protocol if Work during a temporary suspension of meter turbidity monitoring causes a release of a visible turbidity plume.

00290.34 Protection of Fish and Fish Habitat - Add the following paragraph to the end of this subsection:

Meet with the Agency Biologist, Resource Representative, Engineer, and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

00290.34(a) Regulated Work Areas - Add the following to the end of this subsection:

The regulated work area is the area at or below the ordinary high water (OHW) elevation shown on the plans.

Perform work within the regulated work area only during the in-water work period (or approved variances). The in-water work period is from May 1 to October 31.

The total volume of material filled or discharged into waters of the State and waters of the U.S. shall not exceed 989 cubic yards.

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The total volume of material excavated from the waters of the State and waters of the U.S. shall not exceed 848 cubic yards.

Submit a schedule to complete all work within the regulated work area within the in-water work period at least 10 Days prior to the preconstruction conference.

00290.34(b) Prohibited Operations - Add the following to the end of this subsection:

- Allow entry within the regulated work area.

Add the following subsection:

00290.34(c) Aquatic Species Protection Measures Required by Environmental Permits:

(1) General Requirements:

- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

(2) Work Area Isolation - Provide work isolation according to Section 00245. Provide safe passage around or through the isolated work area for adult and juvenile migratory fish unless passage did not previously exist.

(3) Site Restoration - Restore damaged streambanks to a natural slope, pattern, and profile suitable for establishment of permanent woody vegetation unless precluded by pre-project conditions (for example: natural rock substrate):

- Replant all damaged streambanks before the first April 15 following construction.
- If use of large wood, native topsoil, or native channel material is required for the site restoration according to the roadside development plans, stockpile all large wood, native vegetation, weed-free topsoil, and native channel material displaced by construction. Cut trees or large wood and trees into

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pieces of no less than 20 feet in length, or as shown on the roadside development plans or as directed. Stockpiled native wood and vegetation remain the property of the Agency.

- Stabilize all disturbed soils, including obliteration of temporary access roads, following any break in work unless construction will resume in 4 Calendar Days.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

00290.41 Protection of Waters of the U.S. or State - Add the following to the end of this subsection:

Permits have been obtained for this project from the (US Army Corps of Engineers (Corps)) (and the) (Department of State Lands (DSL)). Keep a copy of (Corps) (and) (DSL) permit(s) at the project site during construction. Changes to the project that may increase the amount of fill placed or material removed in waters of the U.S. or State, or the acreage of waters impacted are not authorized. The following waters of the U.S. or State are present and have been determined to be unavoidable as indicated in Table 00290-2:

Table 00290-2

Impact Waters of the US or State	Removal Volume (cu yds.)	Fill Volume (Cu yds)	Approximate Station	Duration of Impact (Temporary or Permanent)	Area of impact (SF)
Stream 1	333	467	“NF” 25+75	Permanent	530 SF
Stream 2	389	383	“NF” 28+75	Permanent	487 SF
Stream 1	3	3	“NF” 25+75	Permanent	74 SF
Stream 2	7	7	“NF” 28+75	Permanent	194 SF
Stream 1	n/a	2	“NF” 25+75	Permanent	26 SF
Stream 2	N/a	11	“NF” 28+75	Permanent	103 SF
Stream 1	25	25	“NF” 25+75	Temporary	81 SF
Stream 2	67	67	“NF” 28+75	Temporary	347 SF
Stream 1	12	12	“NF” 25+75	Temporary	160 SF
Stream 2	12	12	“NF” 28+75	Temporary	160 SF

00290.90 Payment - Add the following paragraphs to the end of this subsection:

The accepted quantities of turbidity monitoring will be paid for at the Contract lump sum amount for the item "Turbidity Monitoring".

Payment for turbidity monitoring will be payment in full for furnishing and placing all Materials and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

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SECTION 00305 - CONSTRUCTION SURVEY WORK

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

Add the following subsection:

00305.06 Contractor responsibilities - The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate Right-of-Way and easements.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows.

00310.91 Lump Sum Basis –Add the following after the first paragraph:
Payment will be made according to 00310.91(a).

No separate or additional payment will be made for work performed under this section.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section except for Stone Embankment on the excavation basis.

00330.16(a) Requirements – Replace this subsection, except for the subsection number and title, with the following:

Furnish an unweathered, hard, angular, crushed, durable, free-draining material, visibly well-graded from coarse to fine with the maximum size between 15 inches and 3 inches.

Furnish Stone Embankment Material with at least three fractured faces on 90 percent of the particles by weight retained on the ¼ inch sieve. Determine fracture of rounded rock according to AASHTO T 335.

If the 1”-0 portion exceeds 10 percent of the total volume by the Engineer’s visual examination, the 1”-0 material will be randomly sampled for testing. The wet sieve test, according to AASHTO T11, will be performed on the sampled material. The amount of material passing the No. 200 sieve shall not exceed 5.0 percent by weight.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

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00330.43(d) Small, Irregular Fill Areas – Replace the paragraph that begins “The density requirements of 00330.43 do not apply…” with the following paragraph:

The density requirements of 00330.43 do not apply to irregular fill areas outside of the travel lanes that have a total volume of no more than 150 cubic yards at each location. Construct these areas according to the following:

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00360 - DRAINAGE BLANKETS

Section 00360, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00360.00 Scope - This Work consists of furnishing and placing drainage blanket material to the lines, grades and dimensions shown, or as directed.

Materials

00360.11 Granular Drainage Blanket - Furnish granular drainage blanket Material that is clean, free draining, durable crushed or uncrushed Rock, meeting the following gradation limits determined by AASHTO T 27:

Sieve Size	Percent Passing
6"	100
4"	90 - 100
1/2"	60 - 80
No. 10	0 - 10
No. 100	0 - 5

Granular drainage blanket material will be accepted without testing if the Engineer visually determines the material meets the above requirements.

00360.15 Quality Control - Provide quality control according to Section 00165.

Equipment

00360.20 General - Use Equipment capable of hauling, spreading and compacting the material to specified density without segregation.

If drainage blanket material is used to drain areas described in 00360.41, hauling with end dump trucks and spreading with bulldozers and other appropriate Equipment will be allowed.

Labor

00360.30 Quality Control Personnel - Provide technicians having CEBT, CAgT, and CDT technical certifications.

Construction

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00360.40 Planned Locations - On prepared excavations or embankments constructed as shown on the Plans or as directed, place the drainage blanket as follows:

- Spread and compact to required depth with no layer exceeding 3 feet.
- If a subsurface drain system is installed immediately under or adjacent to the drainage blanket, place the drainage blanket directly against the subsurface drain system.
- Prevent contamination of drainage blanket material.

00360.41 Other Locations - When used to drain an unstable or wet area, excavate or trench the existing low areas as directed for positive drainage before placement of drainage blanket material.

00360.42 Compaction and Density Requirements - Compact the drainage blanket according to 00330.43.

Measurement

00360.80 Measurement - The quantity of granular drainage blanket Material will be measured on the volume basis in place and will be limited to the Neat Lines, grades, and dimensions shown or directed, or on the weight basis.

Payment

00360.90 Payment - The accepted quantity of granular drainage blankets will be paid for at the Contract unit price, per unit of measurement, for the following item:

Pay Item	Unit of Measurement
(b) Granular Drainage Blanket	Ton

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications modified as follows:

Add the following subsection:

00415.02 Definitions:

Flexible Pipe - Pipes constructed of corrugated metal are considered Flexible Pipes.

Rigid Pipe - Pipes constructed of concrete and ductile iron are considered Rigid Pipes.

Thermoplastic Pipe - Pipes constructed of polyvinyl chloride, polyethylene, and polypropylene are considered Thermoplastic Pipe.

00415.20(b) Transporter - Replace the paragraph that begins “Use an all-wheel…” with the following paragraph:

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Use an all-wheel drive or track mounted transporter capable of inspecting pipes ranging in size from 12 to 60 inches in diameter. Provide a transporter with an adjustable operating speed while recording not to exceed 30 feet per minute.

00415.41 Pre-Installation Video Inspection - Replace the paragraph that begins “Perform a pre-installation video inspection…” with the following paragraph:

Perform a pre-installation video inspection at least 5 Calendar Days before beginning Work. Begin Inspection at one end of the pipe and proceed through the entire pipe length at a speed not greater than 30 feet per minute. Move the camera through the pipe, along the approximate center of the pipe, and provide a continuous 360 degree pan of each pipe joint. Stop and record all cracks, deformities, and defects to document the pipe condition, including the location of all lateral connections to the mainline.

00415.42 Post Installation Video Inspection - Replace the paragraph that begins “Perform post construction video inspection…” with the following paragraph:

Perform post construction video inspection according to 00415.40 and 00415.41. Video inspect the pipe interior no sooner than 30 Days after the trench backfill and compaction have been completed, and before any paving is performed. If the Contract duration does not permit a 30-Day waiting period, the Engineer may allow the inspection when the compacted backfill reaches a minimum of 2 feet above the pipe crown.

Post installation video inspection is not required for storm sewer pipes installed and anchored to shear key slope and as directed by Engineer.

00415.42(a) Deflection Testing for Flexible Pipe - Replace this subsection with the following subsection:

00415.42(a) Post Installation Deflection Testing - Perform post construction deflection testing for all Flexible Pipe and Thermoplastic Pipe as described.

- Flexible Pipe for new pipe installations and extensions greater than 15 feet in length.
- Thermoplastic Pipe for new pipe installations and extensions greater than 10 feet in length.

If any portion of the new pipe interior is not accessible for a visual inspection, then perform deflection testing for the entire installation of new pipe or extension regardless of pipe length.

Use one of the approved following methods:

00415.42(a)(1) Remote Video Inspection with Laser Profiler – Replace the paragraph that begins “Calibrate and perform…” with the following paragraph:

For pipe 48 inches or less in diameter, calibrate, and perform deflection inspection according to ASTM F3080. Use video inspection equipment meeting the requirements of 00415.22.

00415.42(a)(2) Manual Deflection Test - Replace the paragraph that begins “Use equipment meeting…” with the following paragraph:

For pipes larger than 48 inches and when the entire length of the pipe is accessible, use equipment meeting the requirements of 00415.23.

00415.71 Corrections to Deficiencies in Work - Replace the paragraph that begins “Where the pipe deflection…” with the following paragraph:

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Where the pipe deflection is greater than 5 percent and less than 7.5 percent of the nominal diameter, submit a remediation plan to the Engineer. The remediation plan must be a stamped Working Drawing according to 00150.35. Replace pipe where the deflection exceeds 7.5 percent of the nominal diameter at no additional cost to Agency.

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

SECTION 00610 - RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases…", add the following sentence after the first sentence:

Base Aggregate shall be either 1”-0 or 3/4”-0 size.

Add the following subsection:

00641.46 Small, Irregular Areas – Haul, place, shape and compact small irregular areas according to 00640.41 through 00640.43. A small or irregular area is outside of the Traveled Way and requires no more than 5 Tons of Aggregate Base or as otherwise approved by the Engineer.

In areas not accessible to the Equipment specified in 00641.24, use a weighted roller, vibratory plate compactor, tamping rammer compactor, or other approved Equipment suitable for the area as approved by the Engineer.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt – Replace the sentence that begins “Furnish CSS-1, CSS-1h…” with the following sentence:

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Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.
Delete the paragraph that begins “Obtain samples according to AASTHO R 66…”

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 0.8 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00738 - SAFETY EDGE

Comply with Section 00738 of the Standard Specifications.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.10(c) Recycled Shingles - Delete this subsection and any reference to RAS in 00744.

Recycled Asphalt Shingles (RAS) are not allowed in the production of new ACP.

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

00744.11(b) Asphalt Cement Additives - Replace the second paragraph with the following:

Warm mix asphalt concrete (WMAC) will not be accepted.

00744.40 Season and Temperature Limitations - Replace this subsection, except for subsection number and title, with the following:

Place ACP when the temperature of the surface that is to be paved is not less than the temperature specified:

Nominal Compacted Thickness of Individual Lifts and Courses as shown on the Typical Section of the Plans	**All Levels**	**Level 1 and Level 2**	**Level 3**	
		All Courses	**Travel Lane Wearing Course**	**All other Courses**
	Surface Temperature *	**From to Inclusive**	**From to Inclusive**	**From to Inclusive**
Less than 2 inches	60 °F	All Year**	3/15 10/31	All Year**
2 inches - 2 1/2 inches	50 °F	All Year**	3/15 10/31	All Year**
Greater than 2 1/2 inches	40 °F	All Year**	3/15 10/31	All Year**
Temporary	40 °F	All Year**	All Year**	All Year**

* Do not use field burners or other devices to heat the Pavement surface to the specified minimum temperature.

** If placing ACP between March 15 and September 30, temperature requirement may be lowered 5 °F.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

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SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications. modified as follows:

00759.42 Foundations - Replace this subsection with the following subsection:

00759.42 Aggregate Base - Before placing concrete, prepare underlying Aggregate Base surfaces according to Section 00641.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications, modified as follows:

00810.00 Scope - Add the following paragraph to the end of this subsection:

This Work includes installing butterfly reflectors and grading at guardrail terminals as shown.

00810.10 Materials - Add the following paragraph to the end of this subsection:

Furnish the following:

- Recycled plastic guardrail blocks.
- White, single sided, butterfly reflectors, with metal hardware.

00810.11 Posts - Replace this subsection with the following:

- Furnish steel guardrail post except for the “Midwest Downstream Anchor Terminals”.
- Furnish wood posts for the “Midwest Downstream Anchor Terminals”.

Add the following subsection:

00810.46 Butterfly Reflectors – Install butterfly reflectors on 50-foot spacings.

00810.80 Measurement – After the first paragraph add the following paragraph:

The estimated quantities of butterfly reflectors is 28 each.

00810.90 Payment – In the paragraph that begins “In item (k)”…add the following at the end of the second sentence “…and butterfly reflectors”.

Replace the last paragraph with the following;

No separate or additional payment will be made for excavation, backfill and butterfly reflectors.

SECTION 00812 - ADJUSTING AND REPAIRING GUARDRAIL

Comply with Section 00812 of the Standard Specifications.

SECTION 00820 - CONCRETE BARRIER

Comply with Section 00820 of the Standard Specifications.

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SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

Add the following subsection:

00940.12 Sign Coatings - Furnish all signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

00940.40 General - Add the following sentence to the end of the paragraph that begins “Fabricate all components…”:

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

00940.47 Sign Erecting - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

00940.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for anti-graffiti coating of signs.

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This Work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.10 Materials - Furnish Material meeting the following requirements:

Slope and Channel Liner Matting..... 00280.14(e)
Plastic Sheeting..... 00280.14(a)
Riprap..... 00390.11

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Riprap Geotextile, Type 1 02320

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

01012.15 Slope and Channel Liner Matting - Furnish channel liner matting meeting the requirements of 00280.14(e) for resistance to shear stresses calculated for a 10-year storm event.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Perform work in sequence as follows:

(a) Scarify - Scarify the subsoil area a minimum 12 inches deep.

(b) Placement of Water Quality Mixture - Place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller.

(d) Seeding - Seed according to 01030.13.

(e) Slope and Channel Liner Matting - After seeding install slope and channel liner matting as shown or directed.

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

01012.71 Removal - Remove temporary erosion and sediment control features according to 00280.70 only after water quality vegetation has met the establishment requirements of 01030.60.

Measurement

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01012.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Materials are:

Water Quality Swale, Station "NF" 27+52.72 Quantities:

Item	Quantity
Riprap Geotextile, Type 1	235 Sq. Yd.
Loose Riprap, Class 100	8 Cu. Yd.
Water Quality Mixture	75 Cu. Yd.
Plastic Sheeting	201 Sq. Yd.
Matting, Type E	145 Sq. Yd.

Water Quality Swale, Amended Ditch Quantities:

Item	Quantity
Water Quality Mixture	25 Cu. Yd.

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Swale, _____".

The drainage facility identification will be inserted in the blank.

Excavation will be paid according to 00330.90.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01014 - STORMWATER CONTROL, WATER QUALITY FILTER STRIP

Section 01014, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01014.00 Scope - This Work consists of furnishing and installing a water quality filter strip as shown.

Materials

01014.10 Materials - Furnish Material meeting the following requirements:

Riprap Geotextile, Type 1	02320
Riprap	00390.11

01014.11 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100

Docusign Envelope ID: 2BA3D024-E5E4-43D6-A26A-6DAF6B6D82D5

No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Construction

01014.40 General - Construct water quality filter strip facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the perimeter of the filter strip area. Do not stockpile excavated material in the facility area. Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller. Seed according to 01030.13.

Maintenance

01014.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01014.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Materials are:

Filter Strip, Station “NF” 29+55.26 Quantities:

Item	Quantity
Riprap Geotextile, Type 1	200 Sq. Yd.
Loose Riprap, Class 50	11 Cu. Yd.
Water Quality Mixture	39 Cu. Yd.

Payment

01014.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Filter Strip, ____".

The drainage facility identification will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

Docusign Envelope ID: 2BA3D024-E5E4-43D6-A26A-6DAF6B6D82D5

SECTION 01030 - SEEDING

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

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

Provide the following seed mix formulas:

- **Temporary and Permanent Seeding:**

Botanical Name (Common Name)	**PLS Specified Rate (lb/acre)**
Festuca rubra 'Claudia' (Claudia creeping red Fescue)	102
Lolium perenne 'Delaware Dwarf' (Delaware Dwarf perennial Ryegrass)	170
Bromus carinatus (California Brome) (perennial bunchgrass)	102

* Oregon Certified Seed

- **Water Quality Seeding:**

Botanical Name (Common Name)	**PLS Specified Rate (lb/acre)**
Danthonia californica (California Oat Grass)	10.0
Deschampsia cespitosa (Tufted Hairgrass)	4.0
Deschampsia elongate (Slender Hairgrass)	3.0
Festuca rubra var. rubra (Red Fescue)	15.0
Lolium perenne (Perennial Ryegrass)	10.0
Lolium perenne (Perennial Ryegrass)	10.0
Agrostis oregonesis (Oregon Bentgrass)	0.5
Carex densa (Dense Sedge)	1.0
Carex obnupta (Slough Sedge)	2.0
Juncus tenuis (Spreading Rush)	0.5

Docusign Envelope ID: 2BA3D024-E5E4-43D6-A26A-6DAF6B6D82D5

Aster subspicatus (Douglas Aster)	0.5
Sisyrinchium idahoense (Idaho blue-eyed-grass)	1.0

01030.80 Measurement – Replace this subsection, except for subsection number and title, with the following:

No measurement of quantities will be made for seeding under this Section.

The estimated quantities of seeding are:

Item	Quantity
Water Quality Seeding	0.11 Acre
Temporary Seeding	2.1 Acre
Permanent Seeding	2.1 Acre

01030.90 Payment – Replace the Pay Item list with the following Pay Item list:

	Pay Item	Unit of Measurement
(a)	Weed Control	Lump Sum
(b)	Seeding Mobilization	Each
(c)	Temporary Seeding, ____	Lump Sum
(d)	Permanent Seeding, ____	Lump Sum
(e)	Wetland Seeding, ____	Lump Sum
(f)	Water Quality Seeding, ____	Lump Sum
(g)	Plant Seeding, ____	Lump Sum
(h)	Native Plant Seeding, ____	Lump Sum
(i)	Wildflower Seeding, ____	Lump Sum
(k)	Lawn Seeding	Lump Sum
(l)	Fertilizing	Lump Sum
(m)	Mulching	Lump Sum

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.20 Geotextile Property Values – Replace Table 02320-3 with the following table:

Table 02320-3 Geotextile Property Values for Sediment Fence [1]

Docusign Envelope ID: 2BA3D024-E5E4-43D6-A26A-6DAF6B6D82D5

Geotextile Property	ASTM Test Method	Unit	Geotextile Property Requirements Woven and Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30
Permittivity (minimum)	D 4491	sec^{-1}	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70

[1] All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe – Replace this subsection, except for the subsection number and title, with the following:

Furnish polypropylene pipe and fittings as follows:

(a) Non-Pressure Storm Sewers and Culverts - Furnish polypropylene pipe and fittings for non-pressure storm sewers and culverts from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764, ASTM F2881, or AASHTO M 330 Type S
Triple Wall Pipe .....ASTM F2764 or AASHTO M 330 Type D
Watertight Joints.....ASTM D3212

(b) Non-Pressure Sanitary Sewers - Furnish polypropylene pipe and fittings for non-pressure sanitary sewers from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764
Triple Wall Pipe .....ASTM F2764
Watertight Joints..... ASTM D3212

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.11(c) Coated Reinforcement Ties and Supports - Delete this subsection.

02510.11(d) Epoxy Coating Repair - Delete this subsection.

02510.30(d) Ties and Support - Delete this subsection.

02510.60 Wire Reinforcement - Replace this subsection with the following subsection:

02510.60 Ties and Supports - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

(a) Coated Reinforcement Ties and Supports – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

Docusign Envelope ID: 2BA3D024-E5E4-43D6-A26A-6DAF6B6D82D5

(b) Uncoated Reinforcement Ties and Supports - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.11(a) Grading – Replace this subsection, except for the subsection number and title, with the following:

Provide open-graded Aggregate meeting the following grading requirements:

Table 02630-2
Aggregate Gradation for Open-Graded Aggregate

Sieve Size	Percent Passing (by Weight)
1"	100
3/4"	80 - 98
1/2"	60 - 85
3/8"	30 - 45
No. 100	0 - 6 (Dry Sieve)

02630.11(b) Fracture of Rounded Rock – Replace this subsection, except for the subsection number and title, with the following:

Determine fracture of rounded Rock according to AASHTO T 335. Provide Open-graded Aggregate meeting the following fracture requirements:

Percentage of Fracture (by Weight)

Material Retained on 3/4", 1/2", and 1/4" Sieves (two fractured faces) 90

SECTION 02690 – PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

Add the following subsection:

02910.70 Anti-Graffiti Coating for Signs:

(a) General - Use anti-graffiti coating from the QPL. Apply anti-graffiti coating over both the background and legend sheeting, per the manufacturer's recommendation.

(b) Acceptance - Furnish a quality compliance certificate according to 00165.35, certifying that the anti-graffiti coating used is an acceptable product on the QPL.

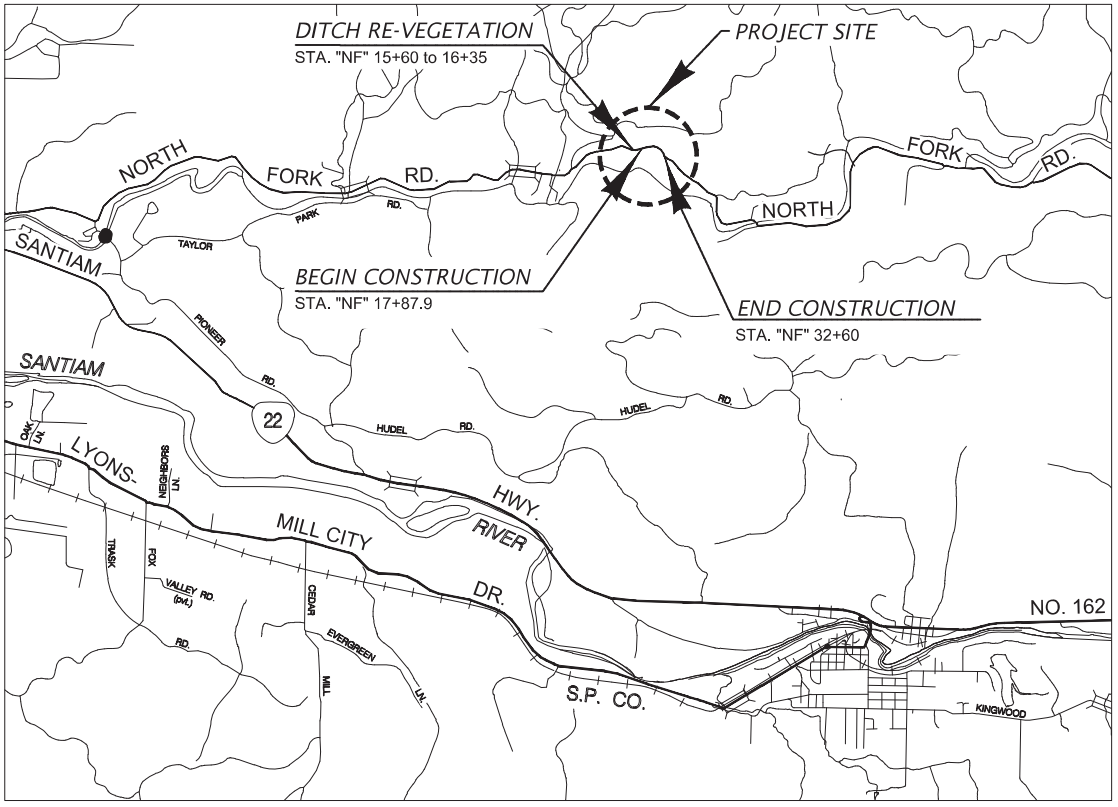
MARION COUNTY, OREGON

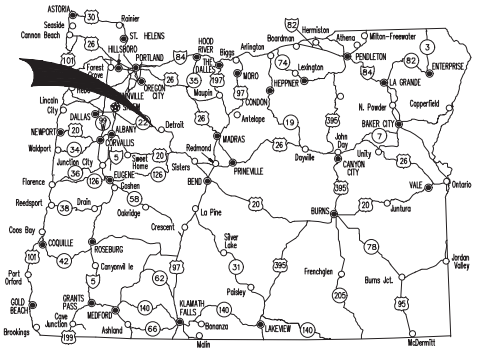
PLANS FOR PROPOSED PROJECT
GRADING, DRAINAGE, PAVING, AND ROADSIDE DEVELOPMENT

NORTH FORK ROAD SLIDE STABILIZATION

MILE POST 4.90
COUNTY ROAD #960 - MARION COUNTY ONEOFFICE #
OCTOBER 2025

T. 09 S., R. 02 W., W.M.





Overall Length Of Project - 0.28 Miles

LET'S ALL WORK TOGETHER TO MAKE THIS JOB SAFE

POTENTIAL UNDERGROUND FACILITY OWNERS
Dig Safely.
Call the Oregon One-Call Center
DIAL 811 or 1-800-332-2344

EMERGENCY TELEPHONE NUMBERS

Consumer Power	541-929-3124
Stayton Cooperative Telephone Company (SCTC)	503-769-2121

ATTENTION:
Oregon Law Requires You To Follow Rules Adopted By The Oregon Utility Notification Center. Those Rules Are Set Forth In OAR 952-001-0010 Through OAR 952-001-0090. You May Obtain Copies Of The Rules By Calling The Center. (Note: The Telephone Number For The Oregon Utility Center Is (503) 232-1987.)

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
Digitally Signed 2025.10.21 16:20:47-07'00'
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

NORTH FORK ROAD SLIDE STABILIZATION

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
TITLE SHEET

SHEET:
A01

FILE: C:\DOWL_PW\D03929731\A01.DWG PLOTTED: 2025/10/16 1:08 PM

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A01	Title Sheet
A02	Sheet Index
BA01	Typical Sections
BA02	Typical Sections
BA03	Typical Sections
BB01	Shear Key Details
BB01A	Shear Key Profile
BB02	Guardrail Connection Details
BB03	Guardrail Terminal Details
BB04	Temporary Access Road Plan & Details
BB04A	Temporary Access Road Profile
BB05	Superelevation Details
BD01	Pipe Data Sheet
C01	General Construction
C01A	Roadway Profile
C02	General Construction
C02A	Drainage Plan
C02B	Drainage Notes
C02C	Roadway Profile
C02D	Drainage Profiles
C03	General Construction
C03A	Roadway Profile
C03B	Shear Key Under Drain Profile
EA01	Traffic Control Detour Plan
EA02	Traffic Control Details
EA03	Traffic Control Details
DEQ01	DEQ Cover Sheet
DEQ02	DEQ Notes
DEQ03	DEQ Contractors Cover Sheet
FB01	Erosion And Sediment Control
FB02	Erosion And Sediment Control
FB03	Erosion And Sediment Control
FB04	Erosion And Sediment Control
FB05	Erosion And Sediment Control Notes And Details
HA01	Drainage Details
HA02	Water Quality Swale Details
HA03	Drainage Details
HB01	Temporary Water Management Plan

ODOT STANDARD DRAWING NUMBERS

RD140 - Roadway Cross Slopes Superelevated Sections

RD312 - Subsurface Drain
RD325 - Coupling Bands for Corrugated Metal Pipe
RD326 - Coupling Bands for Corrugated Metal Pipe
RD327 - Coupling Bands for Corrugated Metal Pipe
RD330 - Pipe Slope Anchors - Metal
RD339 - Pipe to Structure Connections
RD365 - Frame and Grates for Concrete Inlets
RD370 - Ditch Inlet Type D
RD380 - Fill Height Tables for Aluminum and Steel Corrugated Pipe

RD402 - Midwest Guardrail Systems Types
RD403 - Midwest Guardrail Systems Wood Post and Block
RD404 - Midwest Guardrail Systems Steel Post and Block
RD407 - Midwest Guardrail Systems (W-Beam)
RD416 - Midwest Guardrail Systems Standard Hardware (Nuts, Bolts, Washers and Misc.)
RD420 - Midwest Guardrail Systems Non-Flared Energy-Absorbing Terminal
RD481 - Midwest Guardrail System Height Conversion

RD503 - Precast Concrete Barrier Pin and Loop Assembly for Temporary Installation and Maintenance Purposes Only
RD510 - Concrete Barrier Terminal for Posted Speed 45 MPH and Below

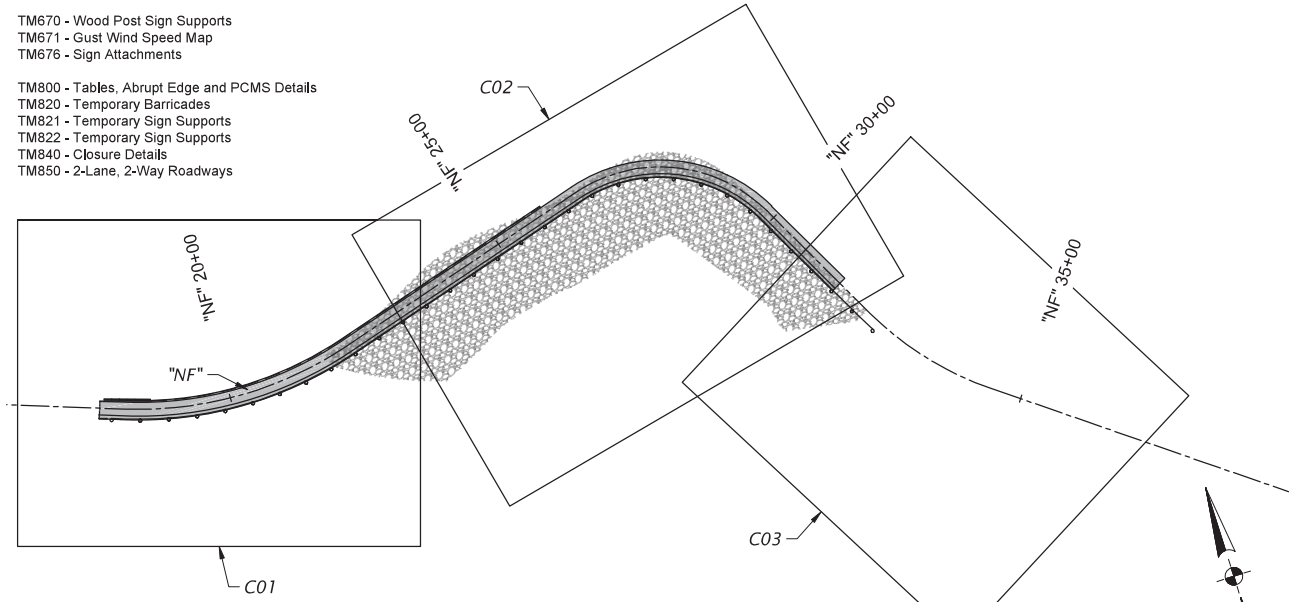
RD615 - Surface Edge Details

RD700 - Curbs
RD701 - Drainage Curb

TM200 - Sign Installation Details

TM670 - Wood Post Sign Supports
TM671 - Gust Wind Speed Map
TM676 - Sign Attachments

TM800 - Tables, Abrupt Edge and PCMS Details
TM820 - Temporary Barricades
TM821 - Temporary Sign Supports
TM822 - Temporary Sign Supports
TM840 - Closure Details
TM850 - 2-Lane, 2-Way Roadways



SHEET LAYOUT

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
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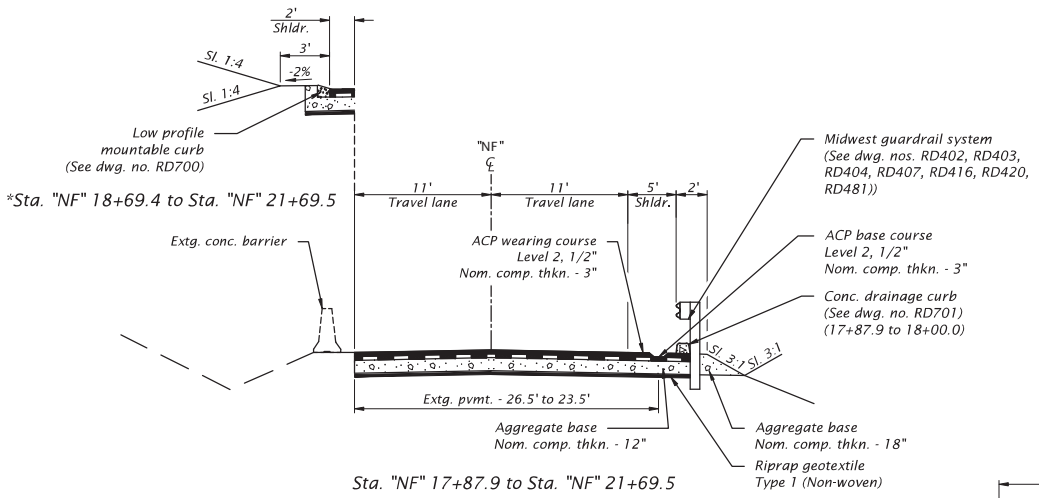
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SHEET INDEX

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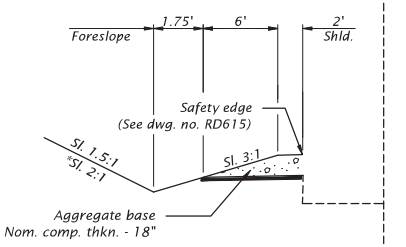
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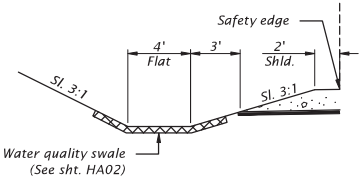


*Sta. "NF" 18+69.4 to Sta. "NF" 21+69.5

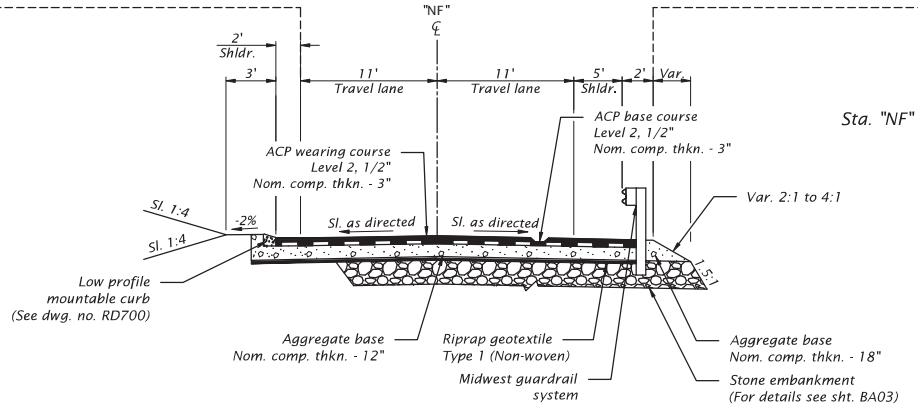
Sta. "NF" 17+87.9 to Sta. "NF" 21+69.5



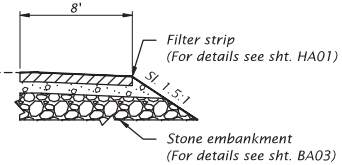
Sta. "NF" 25+88.7 to Sta. "NF" 27+52.7
*28+86.0 to Sta. 31+50.0



Sta. "NF" 27+52.7 to Sta. "NF" 28+86.0



Sta. "NF" 21+69.5 to Sta. "NF" 31+50.0



Sta. "NF" 29+55.3 to Sta. "NF" 31+50.0

NOTES:

1. Side slopes are shown as horizontal to vertical.
2. Use steel guardrail posts in areas of stone embankment.
3. Material placed within 1 foot of guardrail post shall not exceed 3" in size.
4. For Level 2 ACP, use PG64-22.

REGISTERED PROFESSIONAL ENGINEER
87014
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MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:

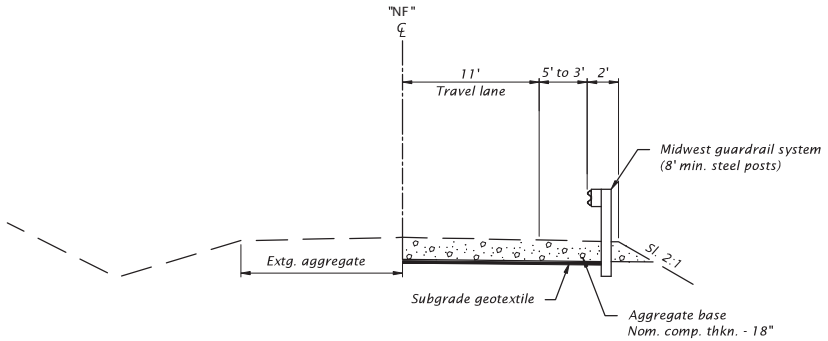
TYPICAL SECTIONS

SHEET:

BA01

DOWL

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Sta. "NF" 31+50.0 to Sta. "NF" 32+60.0

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OREGON
SEPTEMBER 11, 2012
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MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

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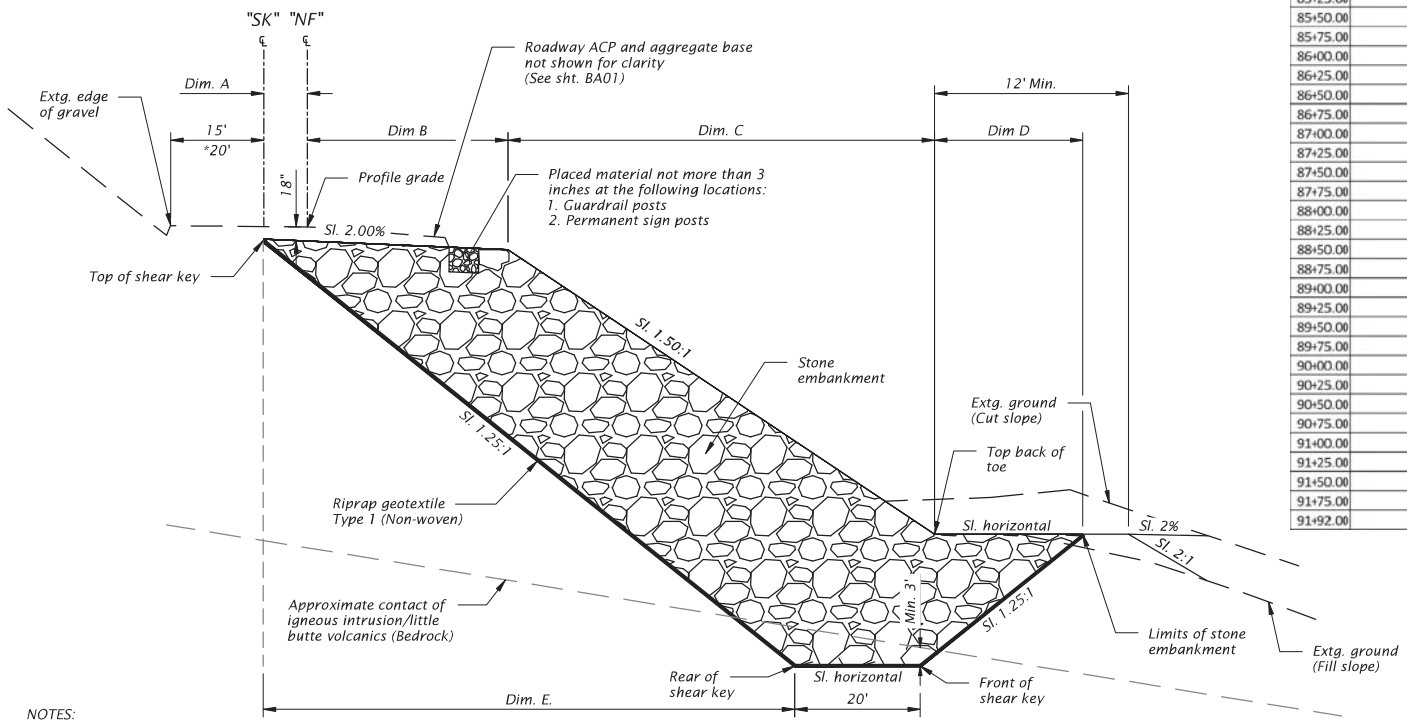
TITLE:

TYPICAL SECTIONS

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BA02

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NOTES:

1. Embed bottom of shear key a minimum of 3 feet into competent material below the shear plane as determined by the Geotechnical Engineer.
2. Refer to project Geotechnical Data Report for description of anticipated subsurface conditions.
3. Side slopes are shown as horizontal to vertical.

STA. "SK" 81+23.0 to Sta. "SK" 82+50.0
*82+50.0 to Sta. 85+00.0
85+00.0 to Sta. 91+92.0

DIMENSION TABLE

STA "SK"	DIM A. (FT)	DIM B. (FT)	DIM C. (FT)	DIM D. (FT)	DIM E. (FT)
81+03.00	6	16	0	0	21
81+25.00	6	20	0	0	23
81+50.00	7	26	21	0	27
81+75.00	8	26	46	12	51
82+00.00	10	26	68	8	74
82+25.00	13	26	89	12	98
82+35.00	15	26	98	13	108
82+50.00	18	27	96	14	107
82+75.00	23	27	91	14	106
83+00.00	28	27	87	15	105
83+25.00	33	26	86	10	104
83+50.00	36	26	85	6	103
83+75.00	37	26	85	3	102
84+00.00	37	26	85	2	101
84+25.00	34	26	84	3	100
84+50.00	30	27	85	3	99
84+75.00	25	27	88	2	98
85+00.00	19	27	90	1	96
85+25.00	13	27	91	3	95
85+50.00	8	26	90	9	94
85+75.00	6	26	88	12	93
86+00.00	5	31	86	11	92
86+25.00	5	31	82	16	91
86+50.00	7	31	78	19	90
86+75.00	12	32	73	19	89
87+00.00	17	32	71	17	88
87+25.00	21	31	69	14	87
87+50.00	23	31	68	13	86
87+75.00	24	31	66	13	85
88+00.00	23	31	65	14	84
88+25.00	21	31	63	16	83
88+50.00	17	32	62	20	82
88+75.00	12	32	61	25	81
89+00.00	5	32	61	30	80
89+25.00	1	31	62	31	79
89+50.00	0	30	62	30	77
89+75.00	0	31	63	26	76
90+00.00	1	31	64	22	75
90+25.00	2	31	64	17	74
90+50.00	2	31	65	13	73
90+75.00	1	31	67	9	72
91+00.00	1	31	60	20	71
91+25.00	0	31	47	42	70
91+50.00	0	35	26	21	45
91+75.00	-1	36	10	1	18
91+92.00	-1	22	0	0	21

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:

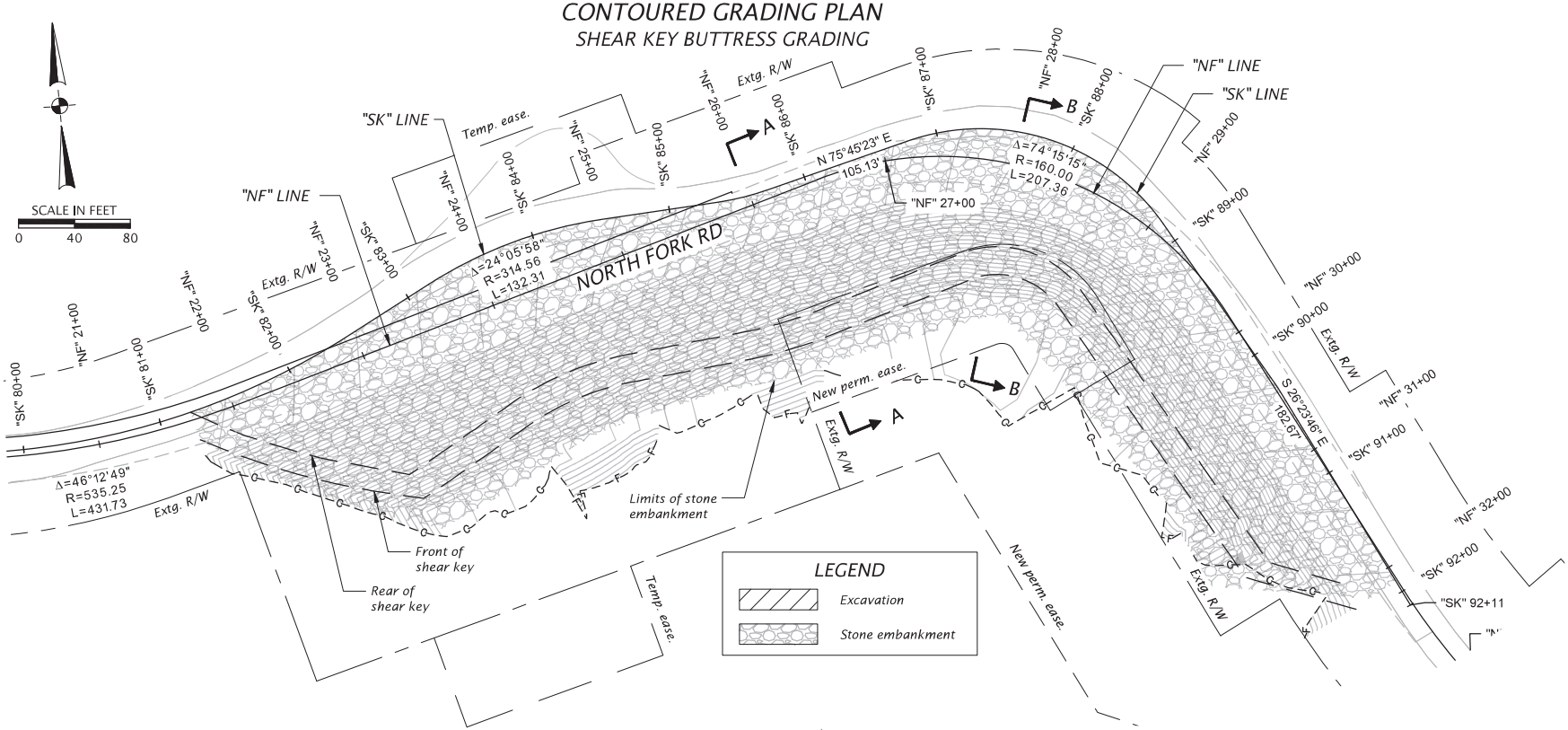
TYPICAL SECTIONS

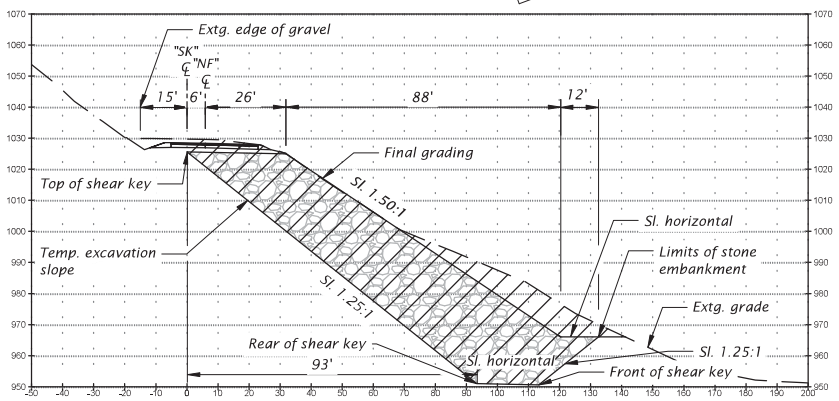
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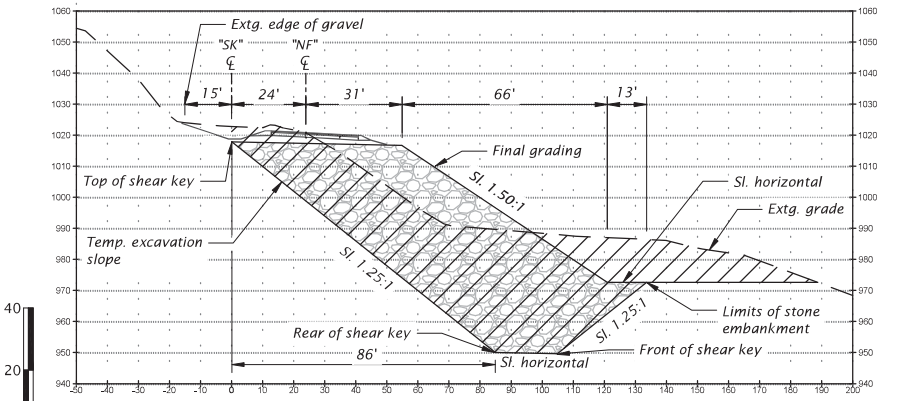
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CONTOURED GRADING PLAN
SHEAR KEY BUTTRESS GRADING





SECTION A -A
"SK" STA. 85+75



SECTION B-B
"SK" STA. 87+75

SCALE IN FEET
0 20 40

DOWL

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

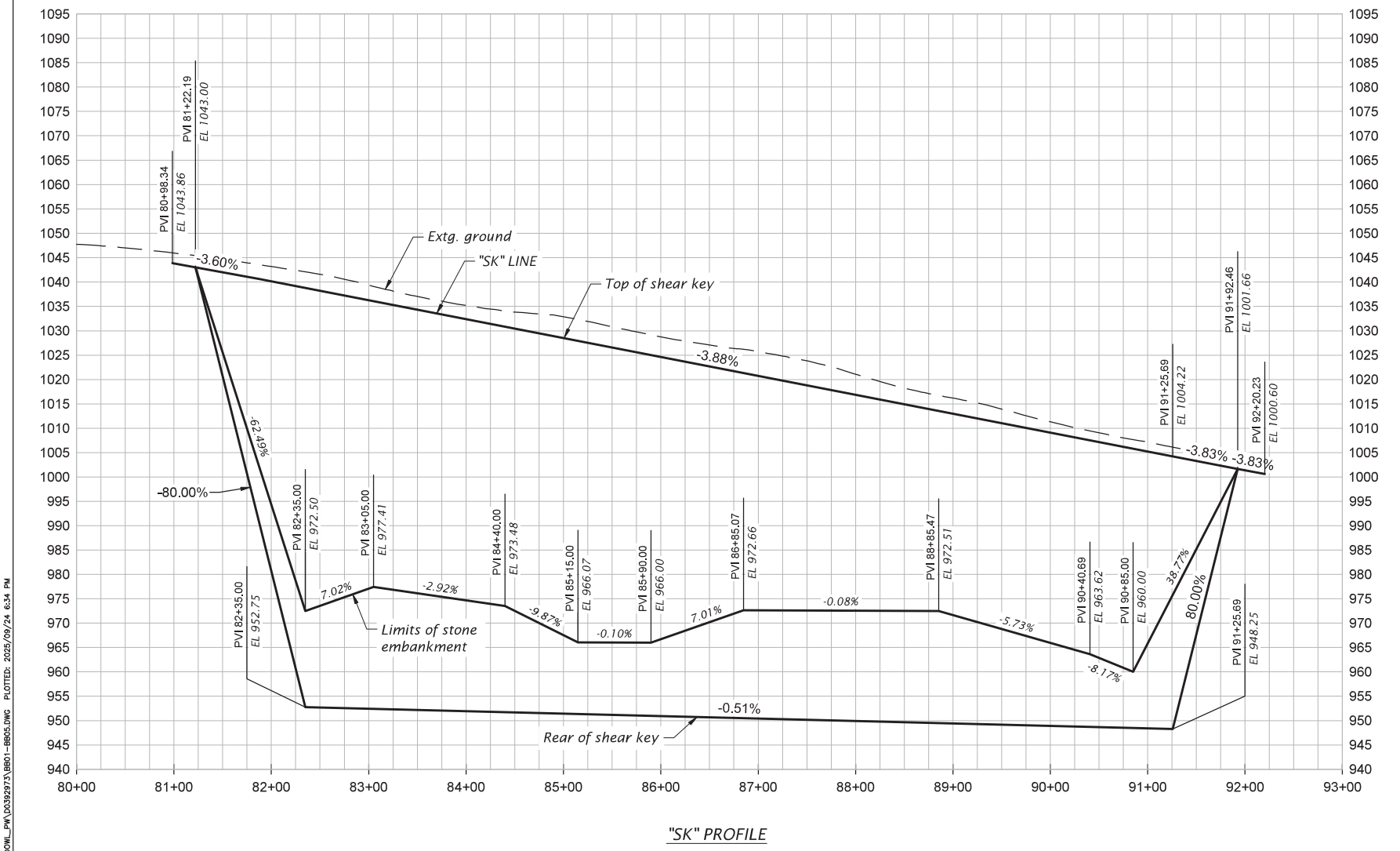
NORTH FORK ROAD SLIDE STABILIZATION

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
SHEAR KEY DETAILS

SHEET:
BB01

FILE: C:\DOWL_PW\D3929273\BB01-BB05.DWG PLOTTED: 2025/10/15 8:29 AM



"SK" PROFILE

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

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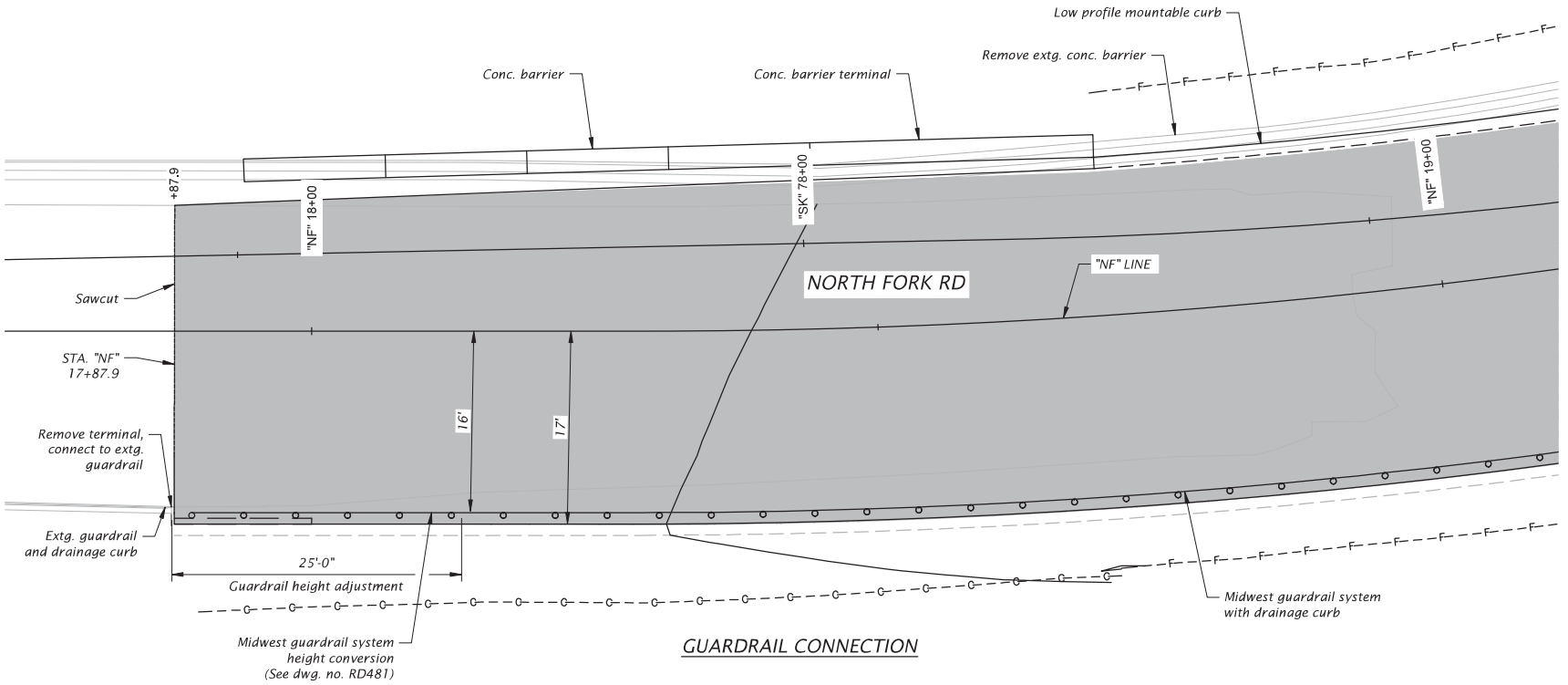
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SHEAR KEY PROFILE

SHEET:

BB01A

FILE: C:\DOWL_PW\D3929273\BB01-BB05.DWG PLOTTED: 2025/09/24 6:34 PM



GUARDRAIL CONNECTION

LEGEND

ACP

SCALE IN FEET

0 5 10

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OREGON
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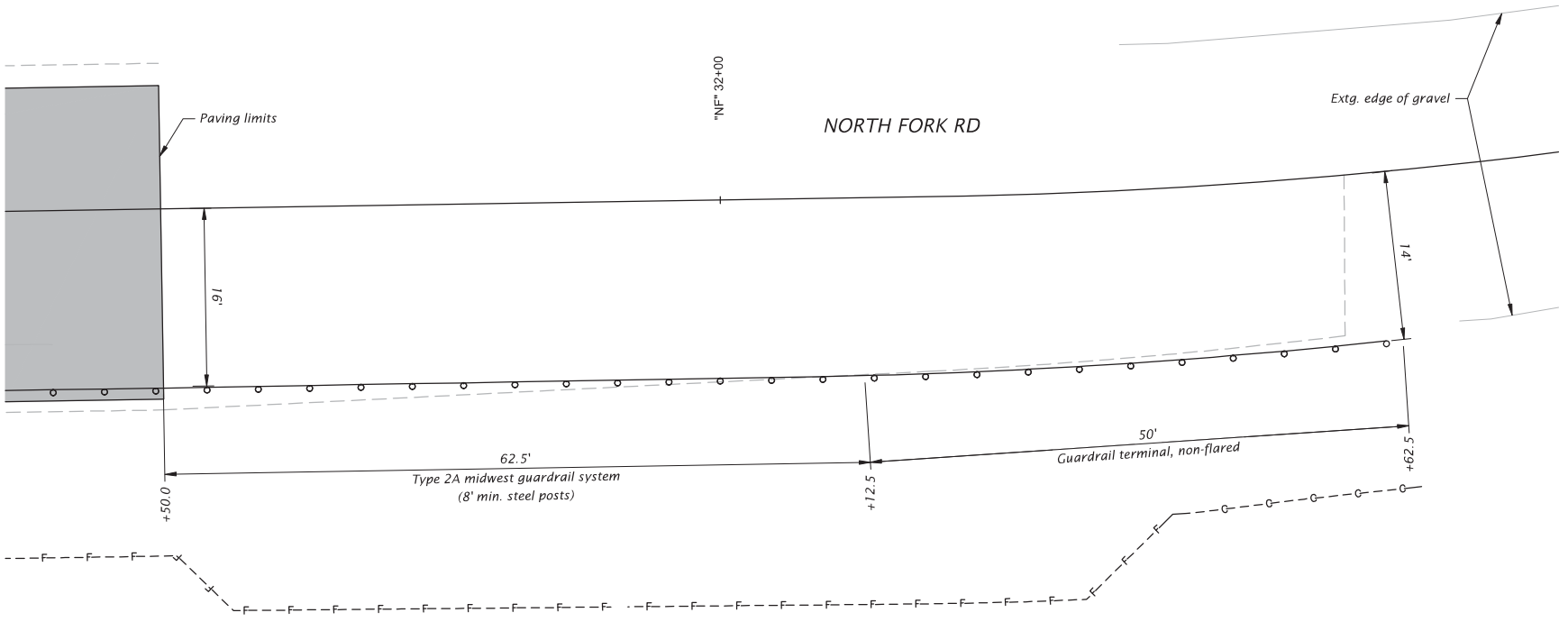
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GUARDRAIL CONNECTION DETAILS

SHEET:

BB02

FILE: C:\DOWL_PW\D3929273\BB01-BB05.DWG PLOTTED: 2025/10/15 8:40 AM



LEGEND

ACP

GUARDRAIL CONNECTION

SCALE IN FEET

0 5 10

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OREGON
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MATTHEW EVERETTE PHILLIPS
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MARION COUNTY

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HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:

GUARDRAIL TERMINAL DETAILS

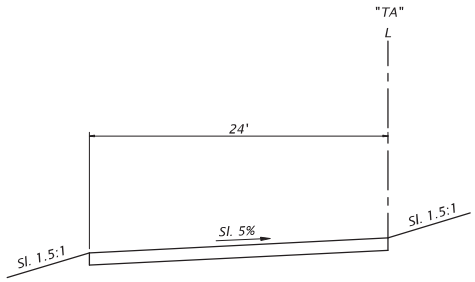
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BB03

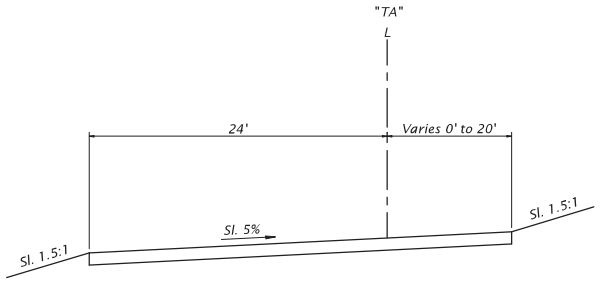
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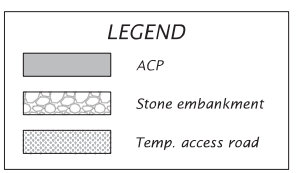
PLAN



SECTION A-A



SECTION B-B



SCALE IN FEET
0 50 100

NOTE: Permitted impacts are for the temporary access road shown. Alterations to the temporary access road shall not increase impacts and shall remain within the temporary and permanent easements.

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

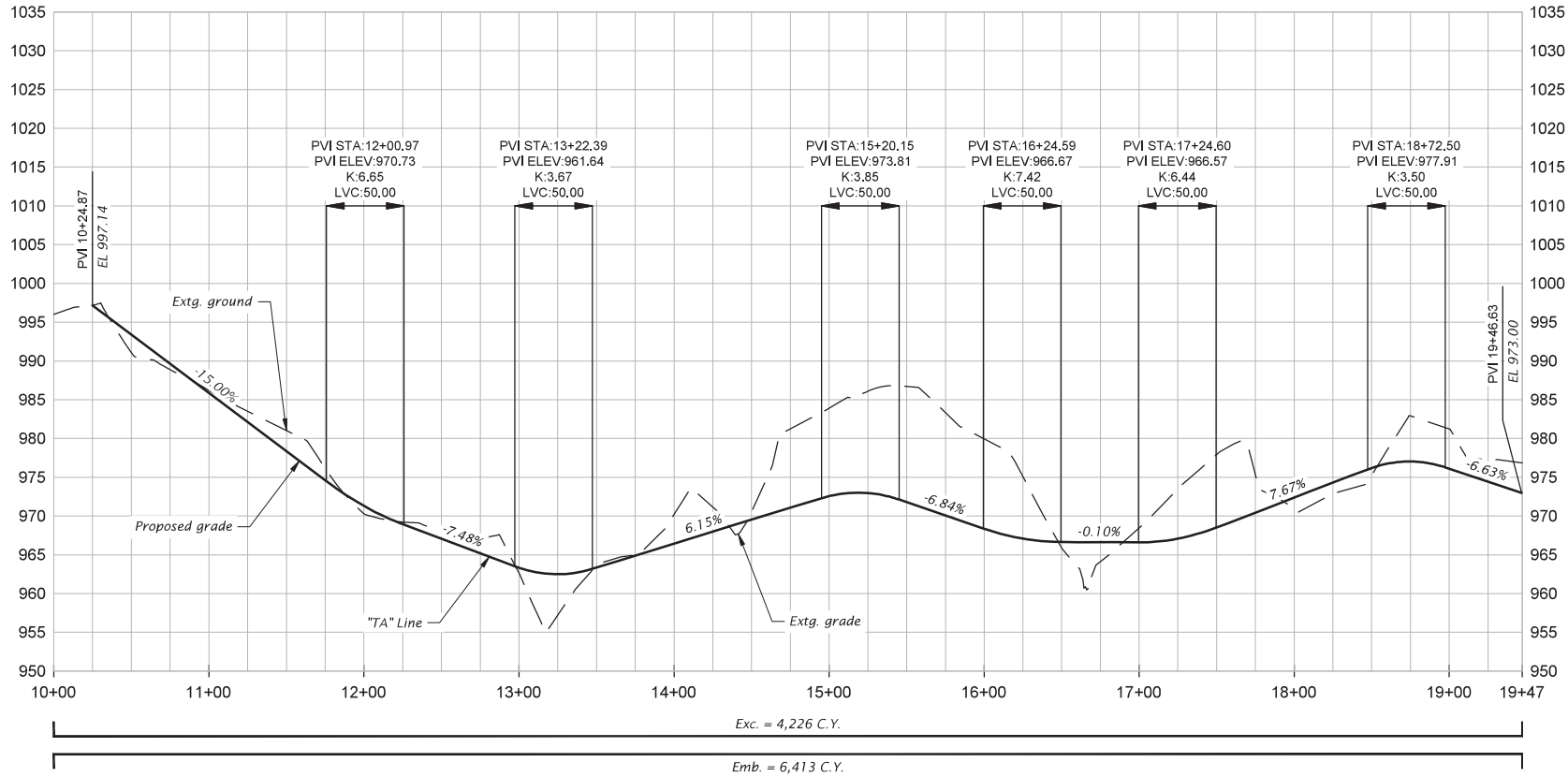
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KEY NO.:	####
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VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
TEMPORARY ACCESS ROAD PLAN & DETAILS

SHEET:
BB04

FILE: C:\DOWL_PW\D3929273\BB01-BB05.DWG PLOTTED: 2025/11/03 12:21 PM



TEMP ACCESS ROAD PROFILE

NOTE: Permitted impacts are for the temporary access road shown. Alterations to the temporary access road shall not increase impacts and shall remain within the temporary and permanent easements.

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OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

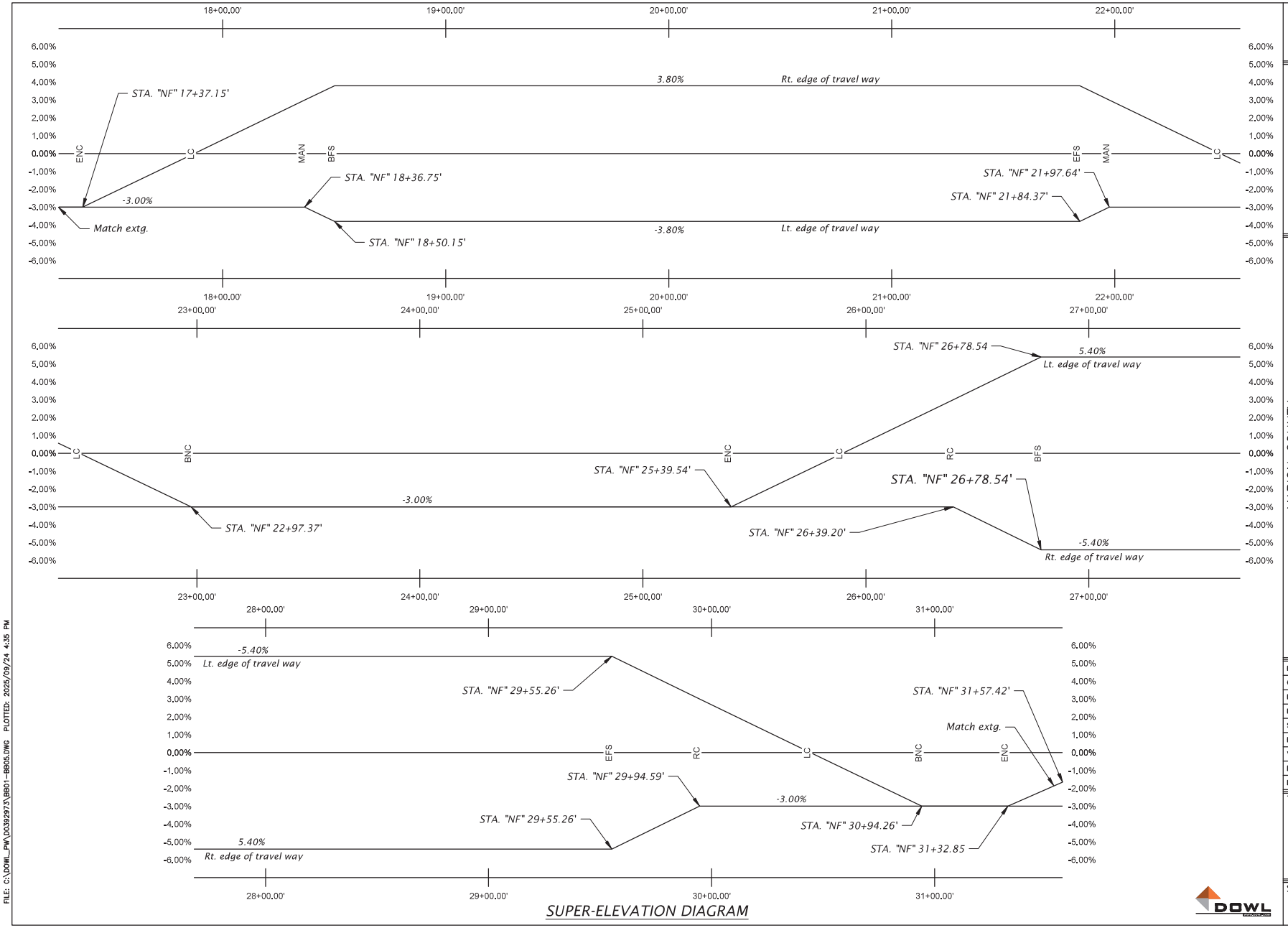
DEPARTMENT OF PUBLIC WORKS

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KEY NO.:	####
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HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
TEMPORARY ACCESS ROAD PROFILE

SHEET:
BB04A

FILE: C:\DOWL_PW\D03929731\BB01-BB05.DWG PLOTTED: 2025/11/03 12:22 PM



SUPER-ELEVATION DIAGRAM

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

NORTH FORK ROAD SLIDE STABILIZATION

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SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
SUPERELEVATION DETAILS

SHEET:
BB05

FILE: C:\DOWL_PW\D3929273\BB01-BB05.DWG PLOTTED: 2025/09/24 4:35 PM

| SHEET NUMBER | NOTE No. ON PLANS | DESIGN HEIGHT OF COVER (FEET) ① | PIPE: CIRCULAR OR ELLIPTICAL — SIZE IN (Inches) | PIPE: CIRCULAR OR ELLIPTICAL — LENGTH IN FEET | PIPE - ARCH: HELICAL Riveted Welded or Lock Seam EQUIV. RND SIZE (Inches) | PIPE - ARCH: LENGTH (Feet) | PIPE - ARCH: CROSS-SECTIONAL DIMENSIONS ② SPAN (Feet-Inches) | PIPE - ARCH: CROSS-SECTIONAL DIMENSIONS ② RISE (Feet-Inches) | PIPE - ARCH: CROSS-SECTIONAL DIMENSIONS ② CORNER RADII (Inches) | USE / INSTALLATION CRITERIA: DRAIN (PERFORATED) | CULVERT (ROAD APPROACH) | CULVERT (CONDUIT) | CULVERT | IRRIGATION | SIPHON | STORM SEWER | SANITARY SEWER | OTHERS (SEE REMARKS) | WATERTIGHT JOINTS | SLOPE ANCHORS | IMPERFECT TRENCH | PH | RESISTIVITY (HUNDREDS) | TERMINAL TREATMENT: LT. / RT. SLOPED END | SKEW NUMBER | PAVED END SLOPES No. | ALTERNATE MATERIALS: HELICAL CORRUGATED METAL — ALUMINUM — SIZE OF CORRUGATIONS — RIVETED, WELDED OR LOCK SEAM — 1½" x 7½" x 2⅔" x ½" PLATE THKN. (Inches) | CROSS SECTION ③ | 3" x 1" PLATE THKN. (Inches) | CROSS SECTION ③ | LOCK SEAM — PLATE THKN. (Inches) | CROSS SECTION ③ | COATING ⑤ | SMOOTH WALL SPIRAL RIB ⅝" x ⅝" @ 12½" o.c. or ¾" x 1" @ 14½" o.c. — PLATE THKN. (Inches) | CROSS SECTION ③ | COATING ⑤ | ALUMINIZED ⑤ | ALUMINIZED OR GALVANIZED IRON AND STEEL — SIZE OF CORRUGATIONS — RIVETED, WELDED OR LOCK SEAM — 1½" x 7½" x 2⅔" x ½" PLATE THKN. (Inches) | CROSS SECTION ③ | 3" x 1" PLATE THKN. (Inches) | CROSS SECTION ③ | LOCK SEAM — PLATE THKN. (Inches) | CROSS SECTION ③ | COATING ⑤ | SMOOTH WALL SPIRAL RIB ⅝" x ⅝" @ 12½" o.c. or ¾" x 1" @ 14½" o.c. — PLATE THKN. (Inches) | CROSS SECTION ③ | COATING ⑤ | GALVANIZED ⑤ | ALUMINIZED ⑤ | RIGID: PRE-CAST PLAIN ④ 1 | 2 | 3 | CONCRETE REINF. III | IV | V | PLASTIC & IRON: PVC (C900) | PVC (C905) | CORRUGATED HDPE, DUAL WALL | DUCTILE IRON | APPURTENANCES: MANHOLES — DEPTH FROM TOP OF COVER TO INVERT (Feet) | DIAMETER OF LARGEST PIPE IN BASE (In.) | CONC. PRECAST | CAST-IN-PLACE | DROP MANHOLE | SPECIAL | INLETS TYPE — TYPE I | TYPE D | Number Required | EXTENSION: LEFT (Feet) | RIGHT (Feet) | EXTG. PIPE MATERIAL ⑥ | REMARKS |
|---|---|---

1. Sta. "NF" 17+87.9 to 32+62.5
   Remove extg. terminal
   Const. midwest guardrail system - 1412.5' (Type 2A)
   Connect & transition height to extg. guardrail
   Inst. 8' steel posts "NF" 32+00 to 32+62.5
   Const. midwest guardrail system terminal - 50'
   W = 1', E = 4' to 1', Test Level 3
   (See dwg. nos. RD402, RD403, RD404, RD407, RD416, RD420 and RD481)
   (For details, see shts. BB02 & BB03)

2. Sta. "NF" 18+69.4 to Sta. 25+88.7 Lt.
   Const. low profile mountable curb
   (See dwg. no. RD700)

3. Sta. "SK" 21+23.0 to Sta. "SK" 31+92.0
   Const. shear key buttress
   (For details, see sht. BB01)

4. Remove and relocate extg. overhead electric lines and poles
   (By others)

5. Preserve and protect extg. underground fiber & electric lines

6. Sta. "NF" 17+87 to Sta. 18+00 Rt.
   Const. drainage curb
   (See dwg. no. RD701)

7. Remove extg. conc. barrier - 162.5'
   Remove and reinstall extg. conc. barrier - 50'
   Install conc. barrier terminal - 25'
   (See dwg. nos. RD500 and RD510)

S12, T. 09 S., R. 02E., W.M.
(MARION COUNTY OREGON)

Notes:
1. Dimensions are approximate. All pavement markings shall be approved in the field by the Engineer prior to installation. For restripe conditions, if dimesnions for extg. striping vary from those shown on plans, the Contractor will provide the Engineer the extg. dimensions and gain Engineer approval prior to restriping.
2. Remove all the extg. pavement markings that conflict with this plan.
3. All material and workmanship shall conform to the requirements of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) latest edition adopted by ODOT, the Oregon Standard Drawings. The Oregon Standard Specifications for Construction (2008), and the special provisions of this contract.

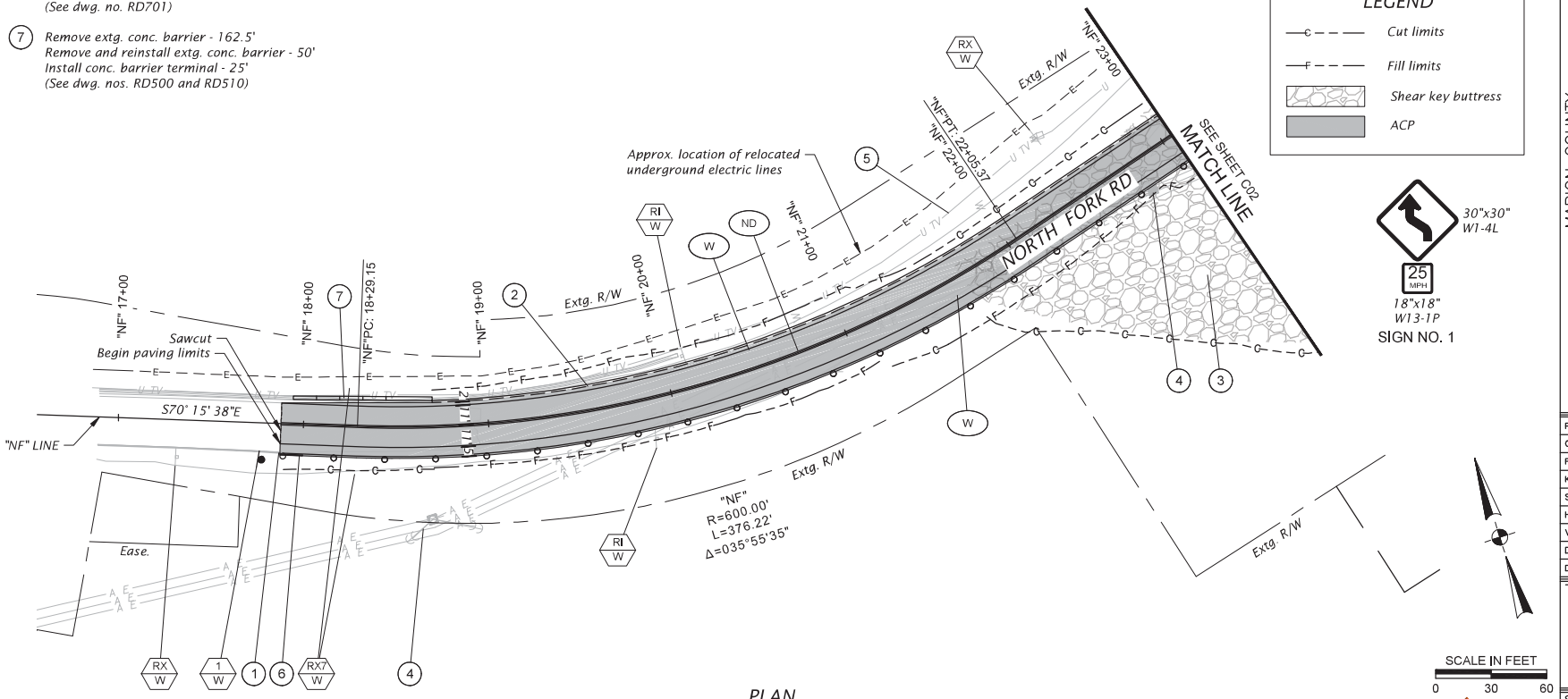
SIGNING AND STRIPING NOTES

- W — Inst. 4" white line, Inst. 4" red line
- ND — Inst. narrow double no-pass, Two 4" yellow lines
- N / M — Inst. new sign (N) on material (M)
- RX / M — Remove existing sign and existing (M) sign support
- RIN / M — Reinstall existing sign (N) on new (M) sign support

N = sign number W = wood
Install sign on new wood post sign support.
(See dwg. nos. TM670, TM671, and TM678)

LEGEND

- Cut limits
- Fill limits
- Shear key buttress
- ACP



PLAN

SCALE IN FEET
0 30 60

DOWL

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

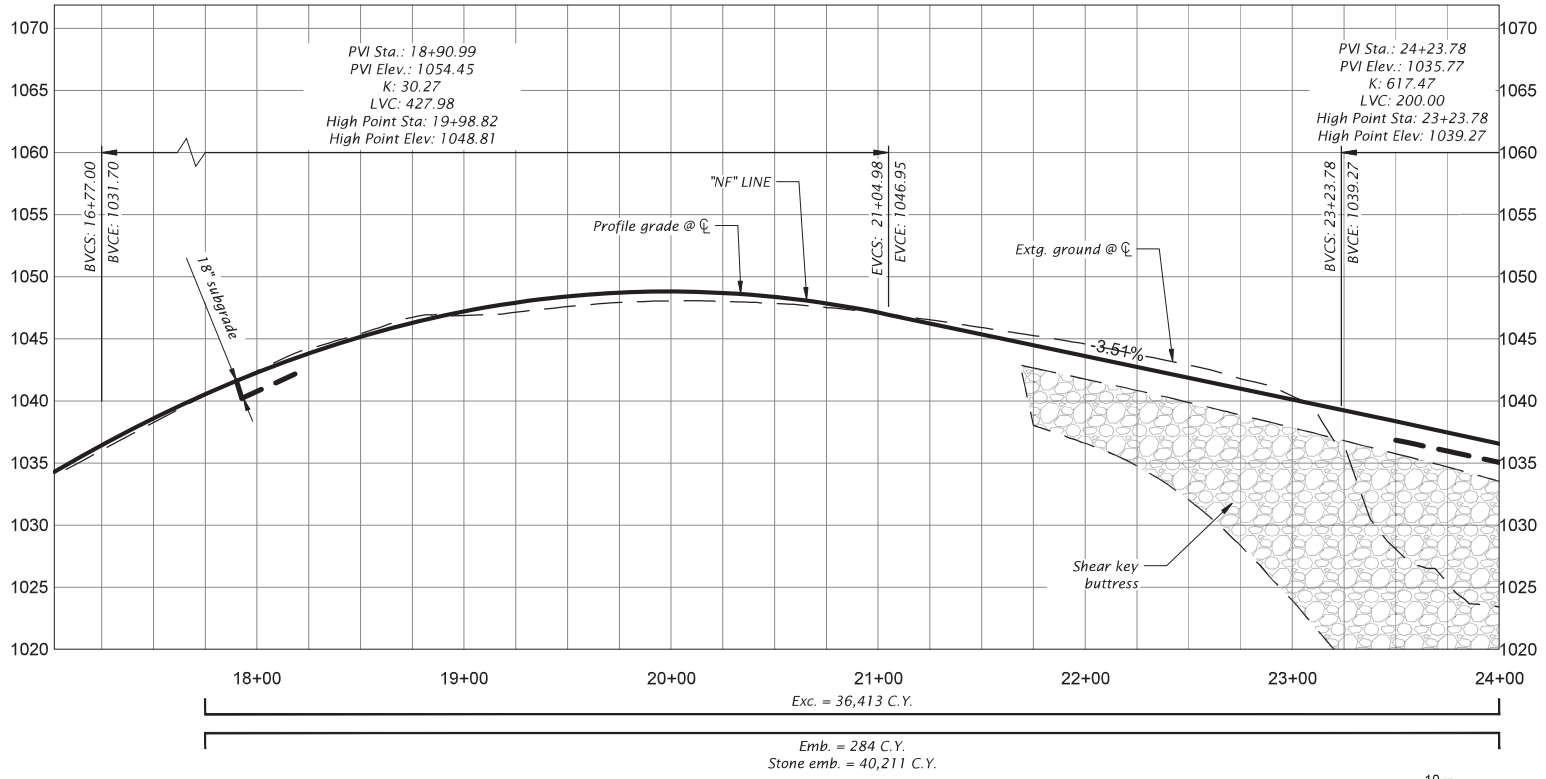
NORTH FORK ROAD SLIDE STABILIZATION

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ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
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SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
GENERAL CONSTRUCTION

SHEET:
C01

FILE: C:\DOWL_PW\D3929273\C01.DWG PLOTTED: 2025/10/24 8:24 AM



PROFILE

LEGEND

Shear key buttress

10
5
0
SCALE IN FEET
0 25 50

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

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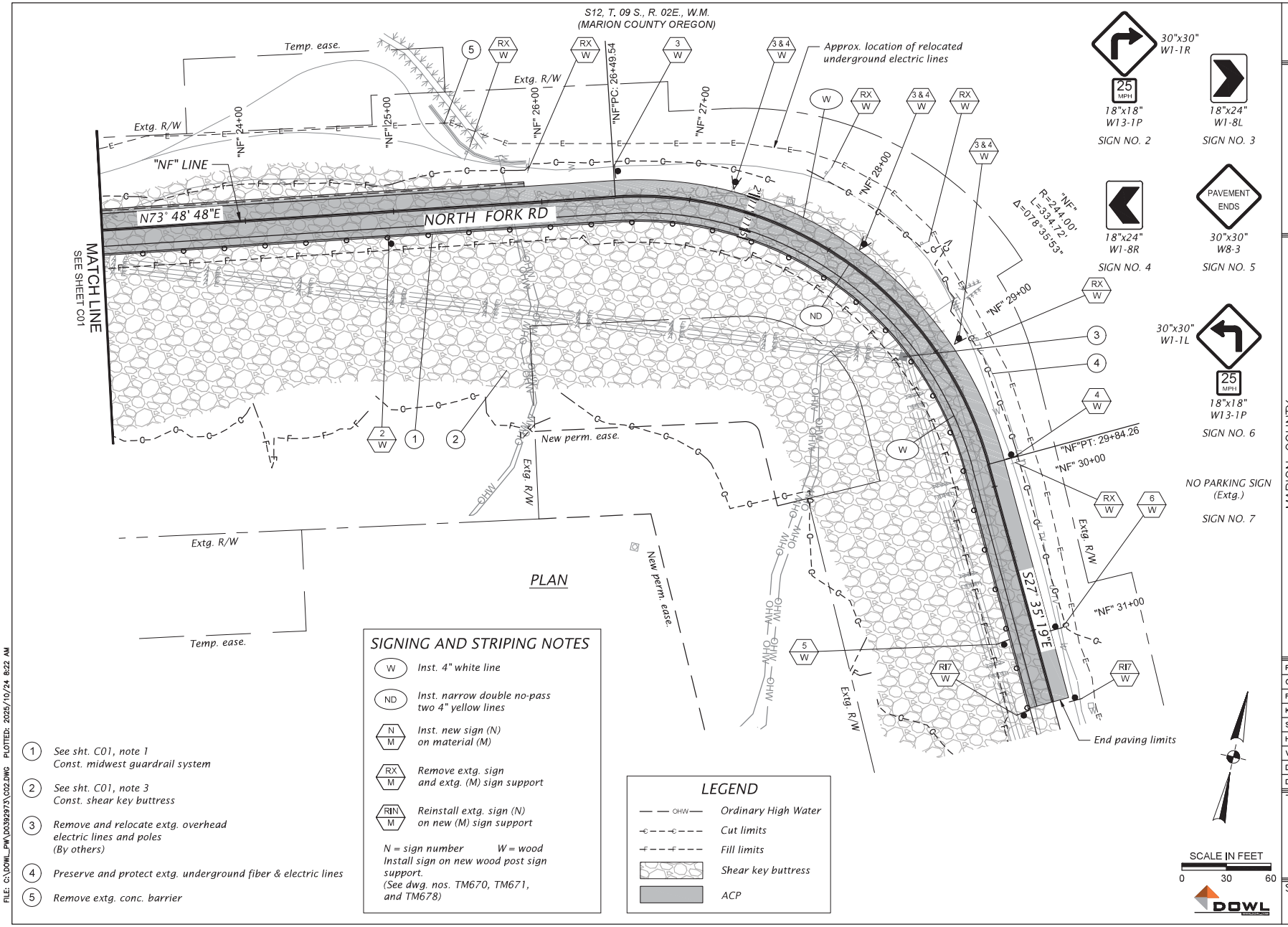
TITLE:

ROADWAY PROFILE

SHEET:

C01A

FILE: C:\DOWL_PW\D3929273\C01A.DWG PLOTTED: 2025/10/21 4:06 PM



SIGNING AND STRIPING NOTES

- (W) Inst. 4" white line
- (ND) Inst. narrow double no-pass two 4" yellow lines
- (N / M) Inst. new sign (N) on material (M)
- (RX / M) Remove extg. sign and extg. (M) sign support
- (RIN / M) Reinstall extg. sign (N) on new (M) sign support

N = sign number W = wood
Install sign on new wood post sign support.
(See dwg. nos. TM670, TM671, and TM678)

LEGEND

- OHW — Ordinary High Water
- Cut limits
- Fill limits
- Shear key buttress
- ACP

1. See sht. C01, note 1 Const. midwest guardrail system
2. See sht. C01, note 3 Const. shear key buttress
3. Remove and relocate extg. overhead electric lines and poles (By others)
4. Preserve and protect extg. underground fiber & electric lines
5. Remove extg. conc. barrier

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

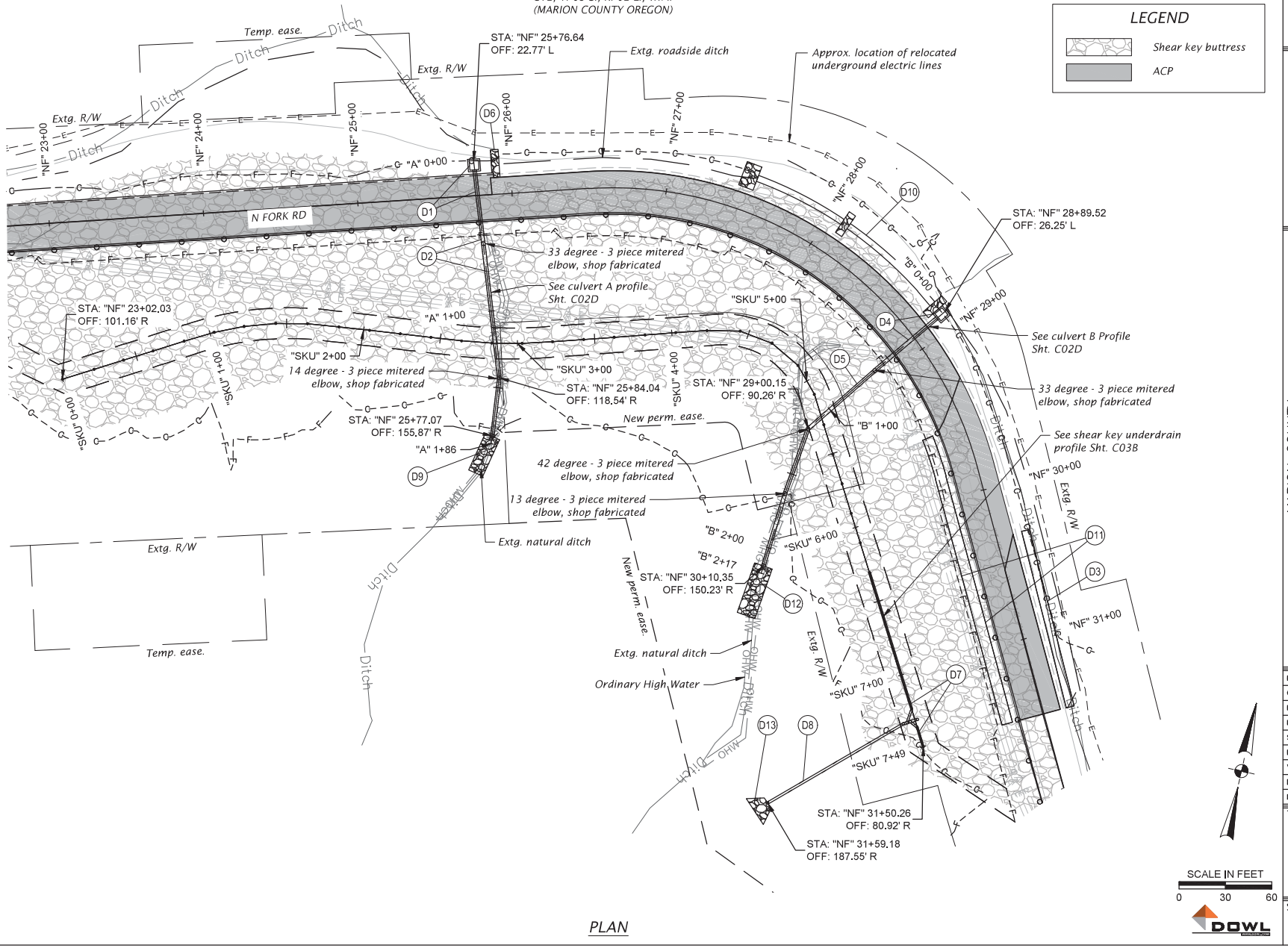
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DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE: GENERAL CONSTRUCTION

SHEET: C02

FILE: C:\DOWL_PW\D3929273\C02.DWG PLOTTED: 2025/10/24 8:22 AM



REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

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HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	BEN WEWERKA, PE
DRAWN BY:	DOWL CADD

TITLE:

DRAINAGE PLAN

SHEET:

C02A

FILE: C:\DOWL_PW\D3929273\C02A.DWG PLOTTED: 2025/10/24 1:54 PM

(D1) *Sta. "NF" 25+76.5, 25.50' Lt.*
Const. Type "D" inlet
Inst. 24" CMP storm sew. pipe, 58'
5' depth
(See ODOT Std. Dwg. Nos. RD325, RD326, RD327, RD339, RD365, RD370 & RD380)

(D2) *Sta. "NF" 25+79.30, 31.32' Rt.*
Inst. 24", CMP, 3 piece elbow - 33', 14'
Inst. 24" CMP slip joint - 3
Inst. 24" CMP storm sew. pipe, 135'
Inst. 24" slope anchor, metal - 7
(See ODOT Std. Dwg. RD330)
(For details, see sht. HA03)

(D3) *Sta. "NF" 30+32.39, 19.32' Lt. to*
Sta. "NF" 31+50.16, 17.55' Lt.
Const. ditch improvements
(For details, see sht. HA03)

(D4) *Sta. "NF" 28+89.52, 26.25' Lt.*
Const. Type "D" inlet
Inst. 24" CMP storm sew. pipe, 57'
5' depth

(D5) *Sta. "NF" 28+92.88, 33.03' Rt.*
Inst. 24", CMP, 3 piece elbow - 33', 42', 13'
Inst. 24" CMP slip joint - 3
Inst. 24" CMP storm sew. pipe, 156'
Inst. 24" slope anchor, metal - 6

(D6) *Sta. "NF" 25+86.51, 11.70' Lt.*
Inst. riprap spillway
Const. loose riprap (Class 100) - 3.5 Cu. Yds.
(For details, see sht. HA03)

(D7) *Inst. granular drainage blanket - 100 Tons*
Inst. 12" drain pipe, 120'
Over 20' depth
(See detail, sht. HA01)

(D8) *Sta. "NF" 31+32.30, 79.97' Rt. (inv.: 948.71') to*
Sta. "NF" 31+59.18, 187.55' Rt. (inv.: 948.38')
Shear key drainage manifold
Inst. 15x12 HDPE wye - 2
Inst. 15" HDPE pipe, 102'
15' depth
Inst. 18" CMP sleeve, 10'
5' depth
Const. sloped end section, 18"
Const. subsurface drain outlet, mod. - 1
(See ODOT Std. Dwg. RD312)
(For details, see shts. HA01 and HA03)

(D9) *Sta. "NF" 25+77.07, 155.87' Rt.*
Const. outfall pad
Const. loose riprap (Class 100) - 9.6 Cu. Yds.
(For details, see sht. HA01)

(D10) *Sta. "NF" 27+52.72, 22.77' Lt. to*
Sta. "NF" 28+86.04, 23.05' Lt.
Const. water quality swale
(For details, see sht. HA02)

(D11) *Sta. "NF" 29+55.26, 21.12' Rt. to*
Sta. "NF" 31+50.00, 21.13' Rt.
Const. water quality filter strip
(For details, see sht. HA01)

(D12) *Sta. "NF" 30+10.35, 150.23' Rt.*
Const. outfall pad
Const. loose riprap (Class 100) - 15.1 Cu. Yds.
(For details, see sht. HA01)

(D13) *Sta. "NF" 31+59.18, 187.55' Rt.*
Const. outfall pad
Const. loose riprap (Class 100) - 5.2 Cu. Yds.
(For details, see sht. HA01)

REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY

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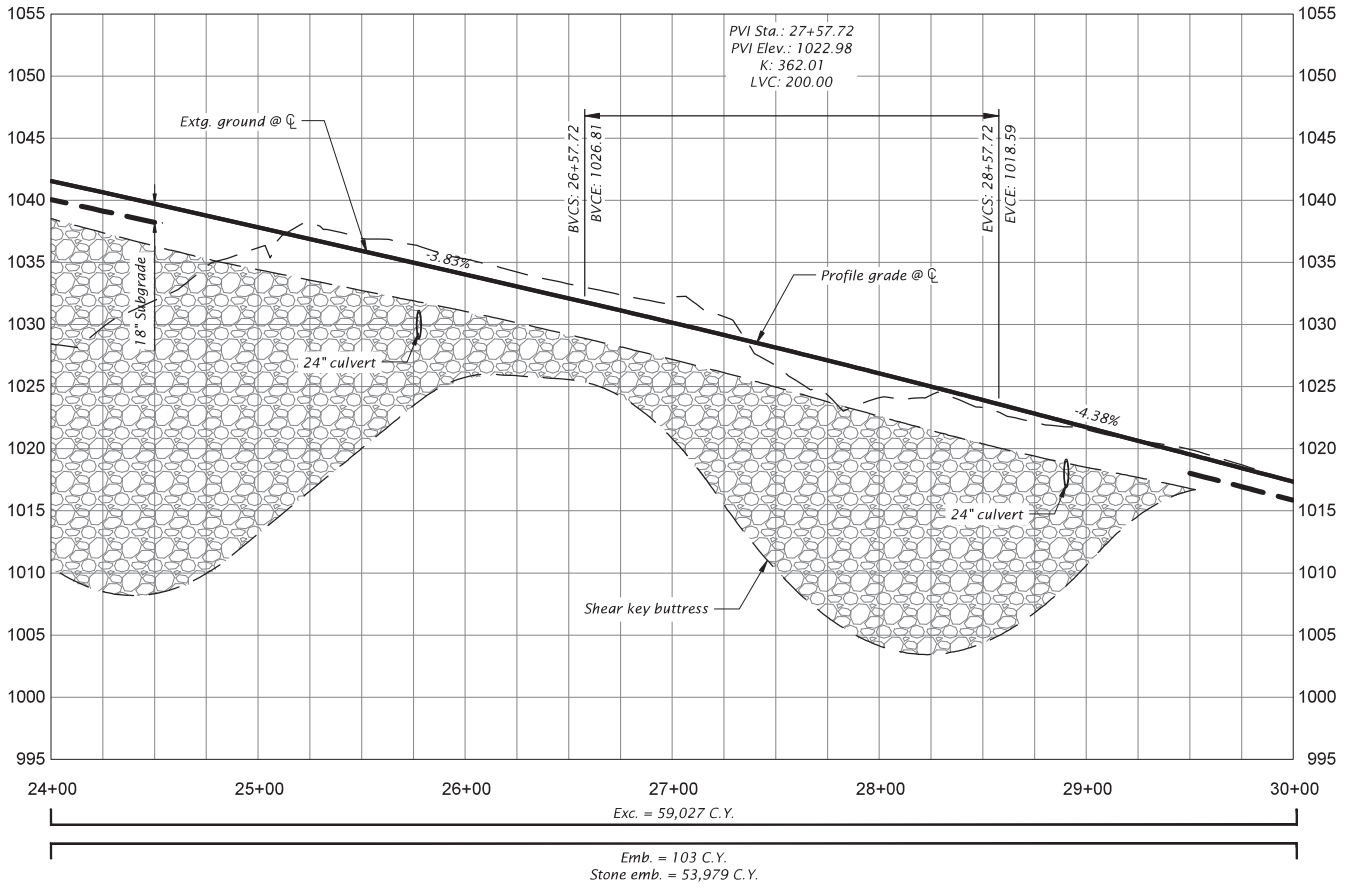
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DRAINAGE NOTES

SHEET:

C02B

FILE: C:\DOWL_PW\D3929273\C02B.DWG PLOTTED: 2025/10/24 2:13 PM



PROFILE

LEGEND

Shear key buttress

10
5
0
SCALE IN FEET
0 25 50

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

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ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:

ROADWAY PROFILE

SHEET:

C02C

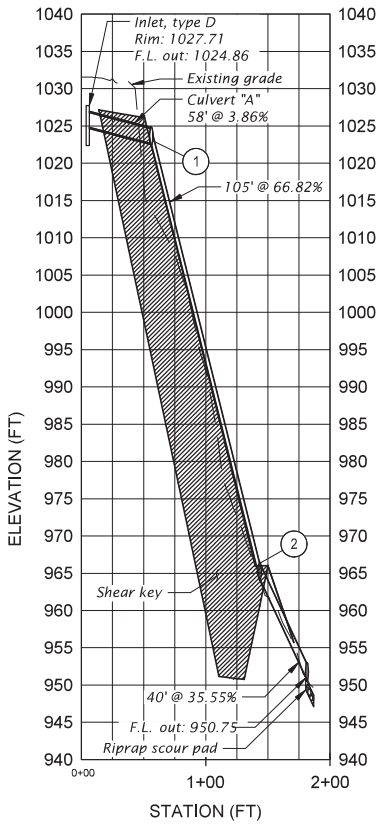
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Note:
Pipe lengths in profiles includes
3.5' length per slip joint.

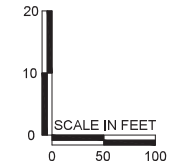
Note	Elbow Angle
1	33 degrees
2	14 degrees
3	33 degrees
4	42 degrees
5	13 degrees

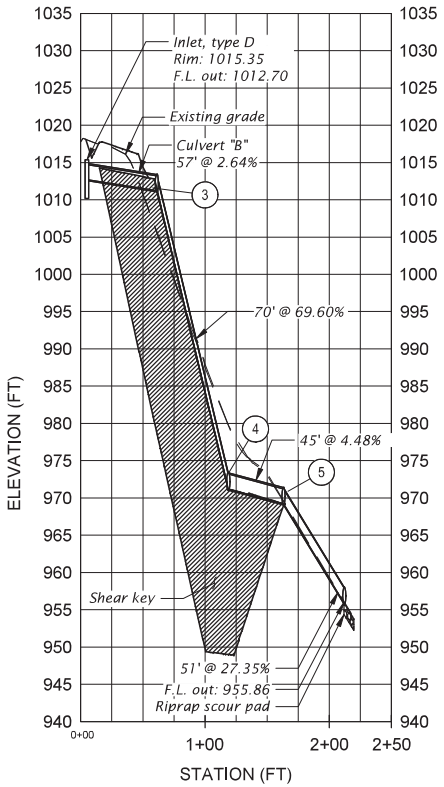
LEGEND

Shear key buttress

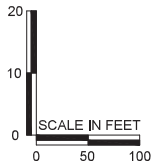


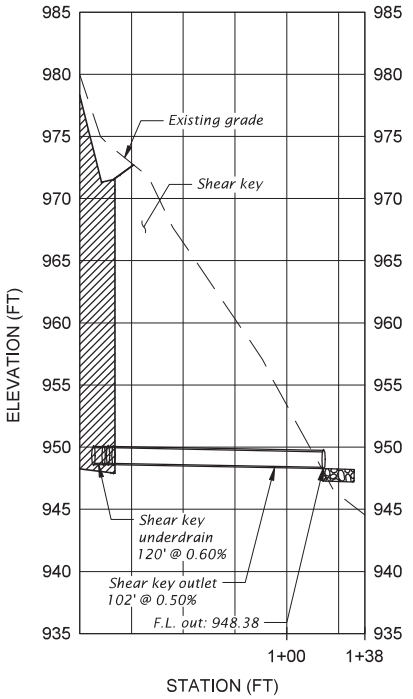
"A" PROFILE
"NF" STA. 25+76.40



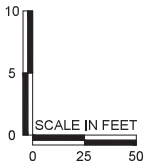


"B" PROFILE
"NF" STA. 28+89.55





SHEAR KEY OUTLET PROFILE
"NF" STA. 31+31.91



REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

NORTH FORK ROAD SLIDE STABILIZATION

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	BEN WEWERKA, PE
DRAWN BY:	DOWL CADD

TITLE:
DRAINAGE PROFILES

SHEET:
C02D

FILE: C:\DOWL_PW\D3929273\C02D.DWG PLOTTED: 2025/10/24 1:30 PM

1. See sht. C01, Note 1
   Const. midwest guardrail system
2. See sht. C01, Note 3
   Const. shear key buttress
3. Preserve and protect extg. underground fiber & electric lines
4. Remove extg. sign
5. Remove and relocate extg. overhead electric lines and poles
   (By others)

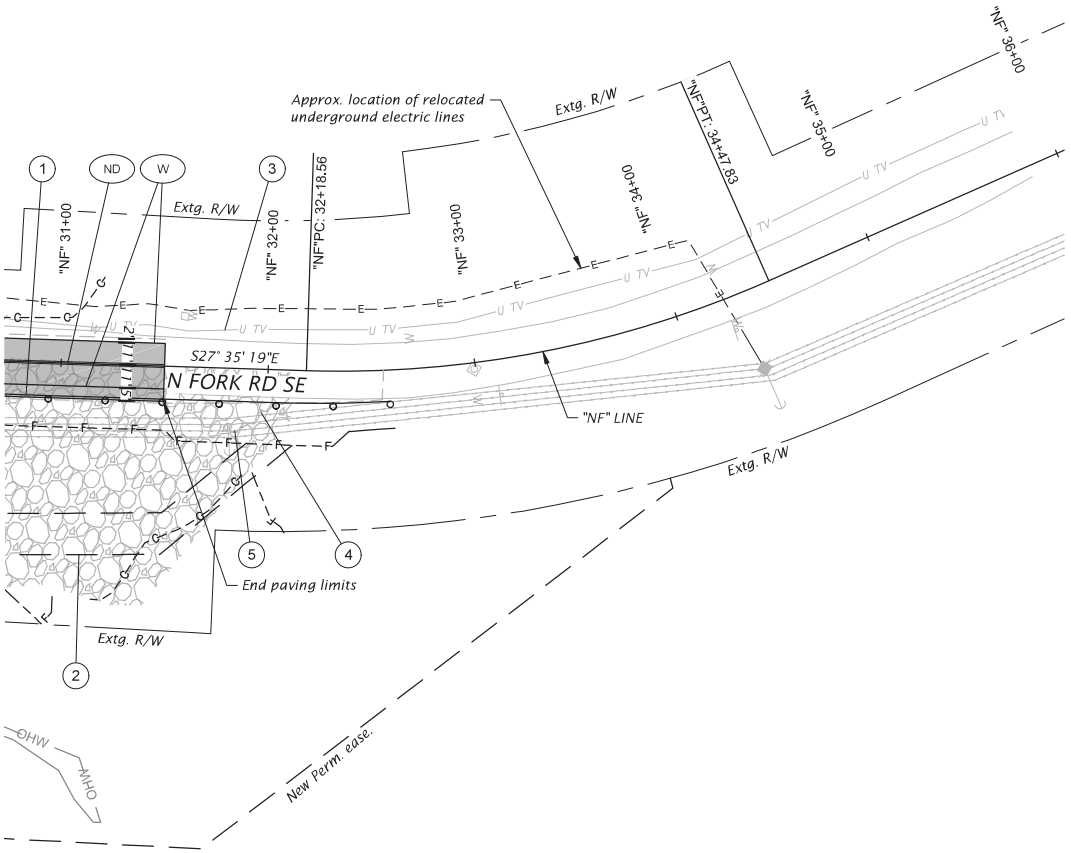
S12, T. 09 S., R. 02 E., W.M.
(MARION COUNTY OREGON)

LEGEND

- Cut limits
- Fill limits
- Shear key buttress
- ACP

STRIPING NOTES

- (W) Inst. 4" white line
- (ND) Inst. narrow double no-pass two 4" yellow lines



PLAN

SCALE IN FEET
0 30 60

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

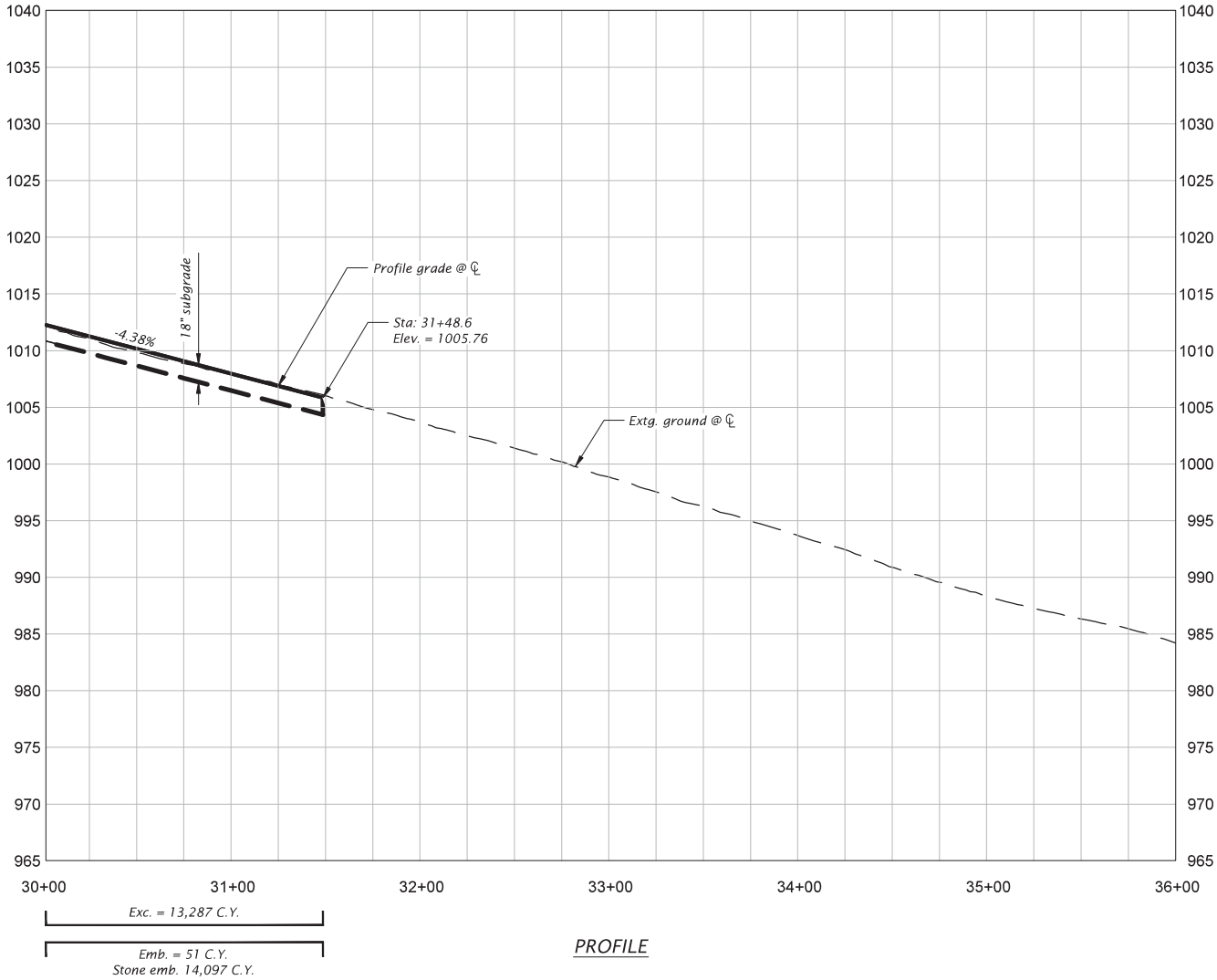
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
GENERAL CONSTRUCTION

SHEET:
C03

FILE: C:\DOWL_PW\D03929713\C03.DWG PLOTTED: 2025/10/21 4:38 PM



PROFILE

10
5
0
SCALE IN FEET
0 25 50

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

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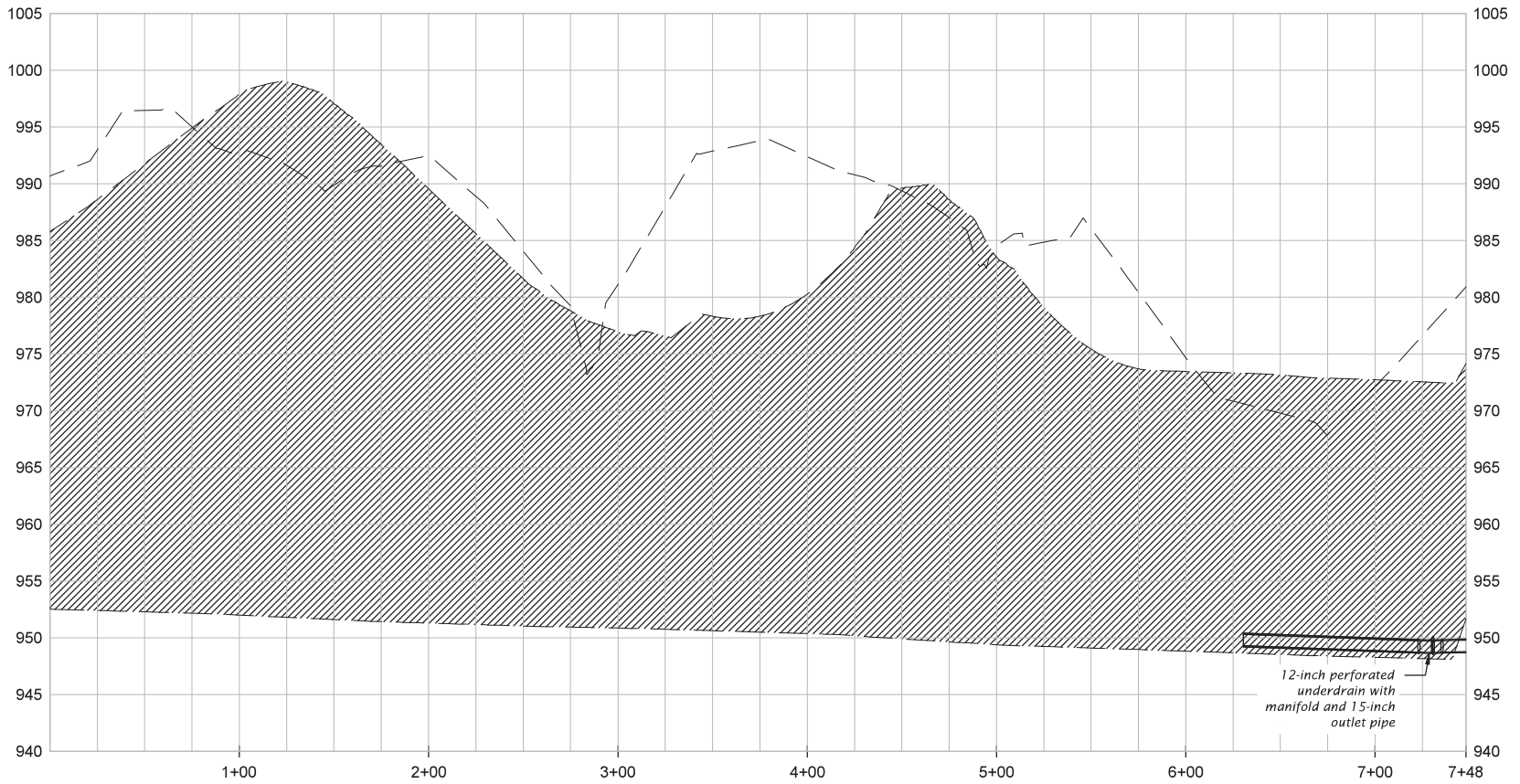
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ROADWAY PROFILE

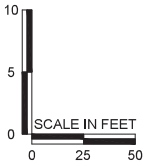
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C03A

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SHEAR KEY UNDER DRAIN PROFILE



DOWL

REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	BEN WEWERKA, PE
DRAWN BY:	DOWL CADD

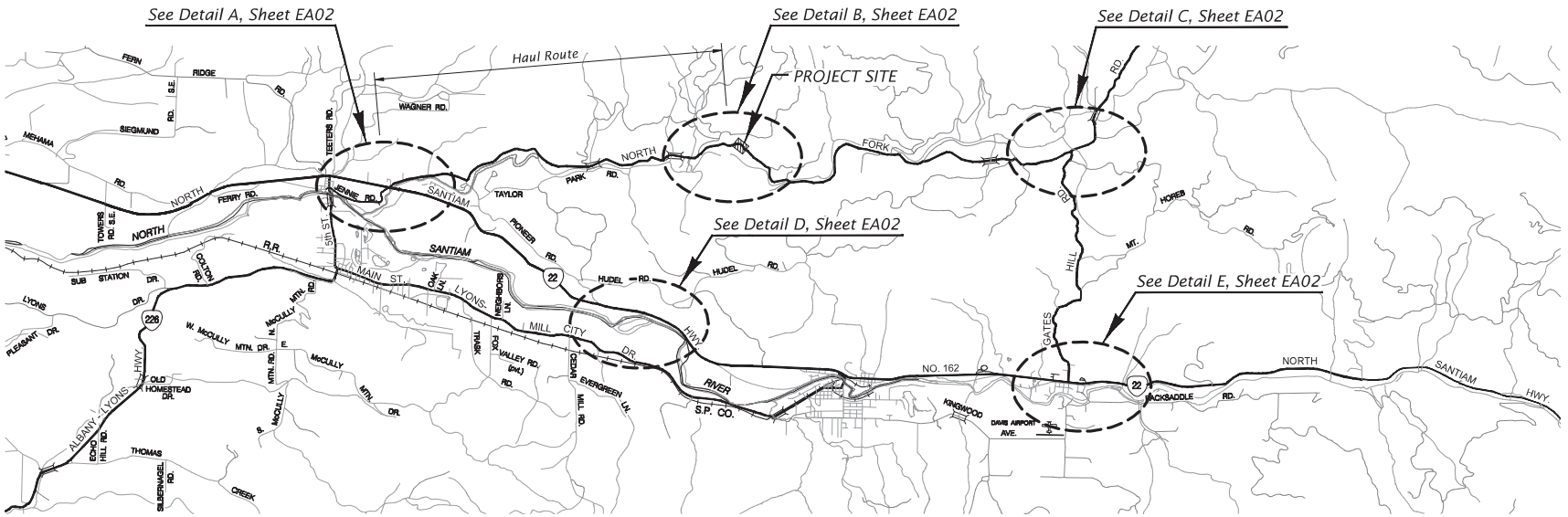
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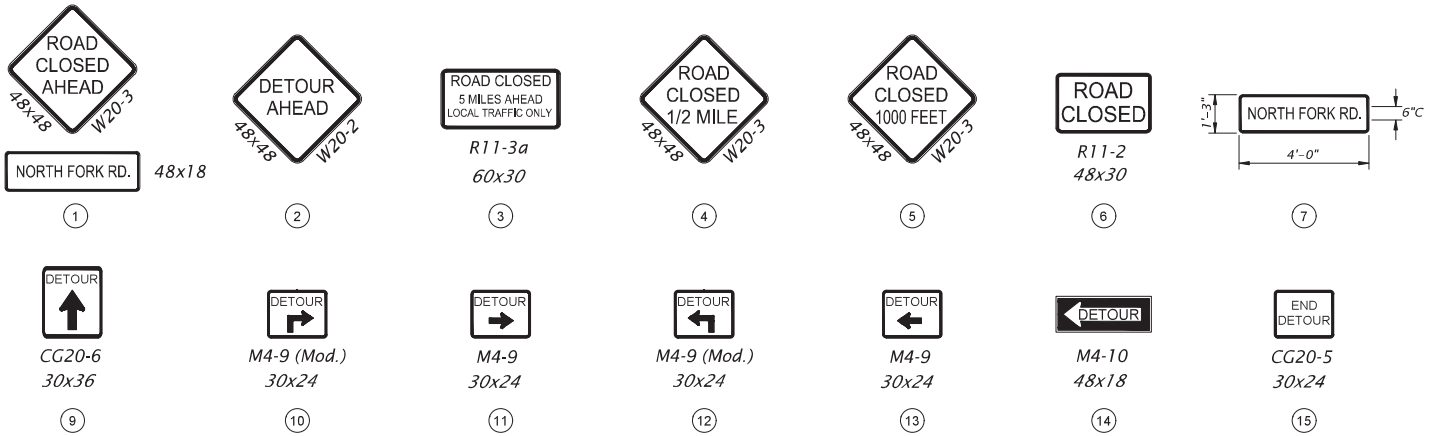
SHEAR KEY UNDER DRAIN PROFILE

SHEET:

C03B

FILE: C:\DOWL_PW\D3929273\C03B.DWG PLOTTED: 2025/10/21 6:48 PM





N FORK CLOSED AT MP 5.0	USE GATES HILL RD

PORTABLE CHANGEABLE MESSAGE SIGN A
(Suggested Message)
(Locate As Directed)

N FORK CLOSED AT MP 5.2	USE OR22 DETOUR

PORTABLE CHANGEABLE MESSAGE SIGN B
(Suggested Message)
(Locate As Directed)

TO BE ACCOMPANIED BY DWG. NOS.:
TM800, TM820, TM821, TM822, TM840 AND TM850

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

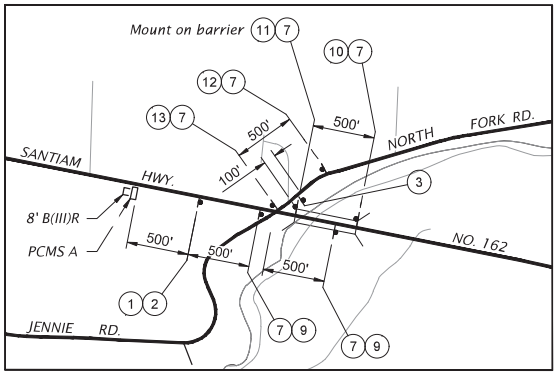
NORTH FORK ROAD SLIDE STABILIZATION

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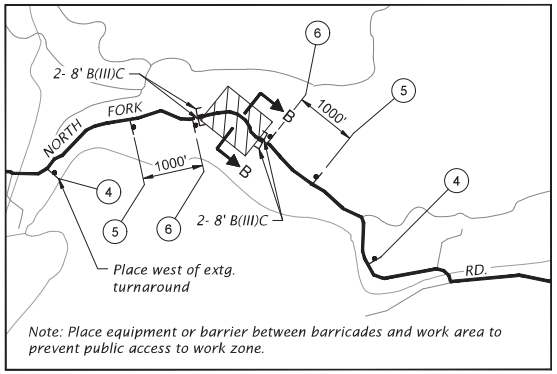
TITLE:
TRAFFIC CONTROL DETOUR PLAN

SHEET:
EA01

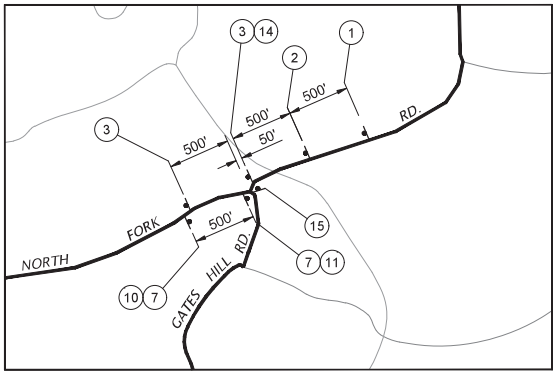
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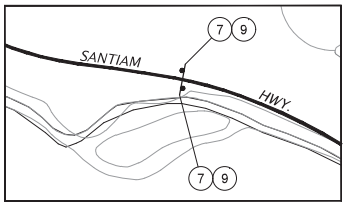
DETAIL A



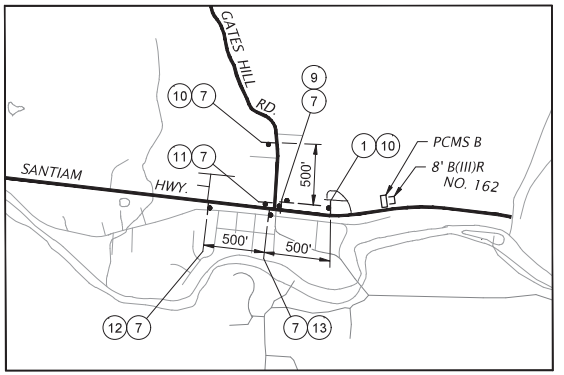
DETAIL B



DETAIL C



DETAIL D



DETAIL E

Traffic Control Sequencing Notes:

PRIOR TO STAGE 1
Install PCMS.
Install temporary advanced warning signs.
Install erosion and sediment control BMP's.

STAGE 1
Close North Fork Road at project site except to emergency vehicles.
Construct stone embankment shear key.
Construct culverts, outlets, and dispersion improvements.

STAGE 2
Close North Fork Road at project site to all vehicles.
Construct North Fork Road improvements including aggregate base, guardrail, stormwater swale, and signing.

STAGE 3 (Paving Season)
Recondition existing roadway.
Construct ACP, curbs, and pavement marking.

Upon completion of work, remove temporary signs, PCMS, and open North Fork Road to local traffic.

TO BE ACCOMPANIED BY DWG. NOS.:
TM800, TM820, TM821, TM822, TM840 AND TM850

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:

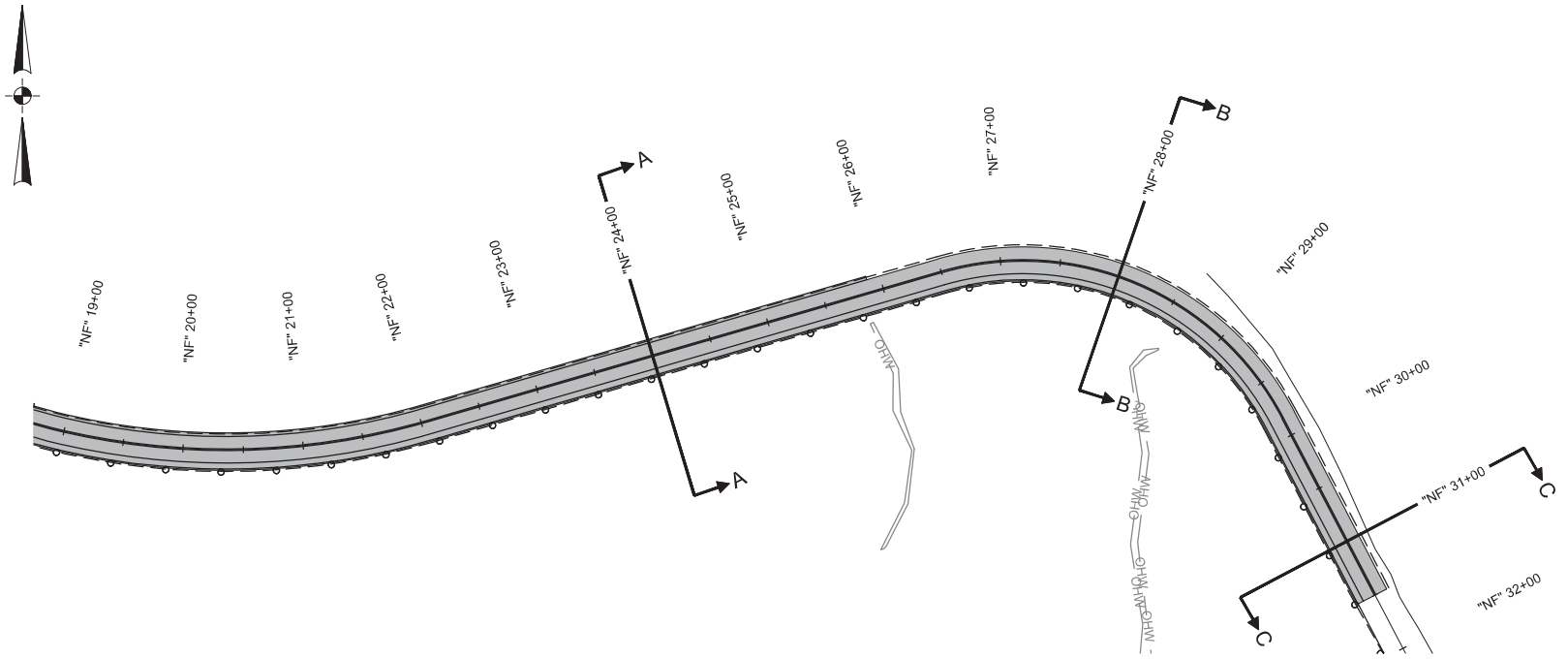
TRAFFIC CONTROL DETAILS

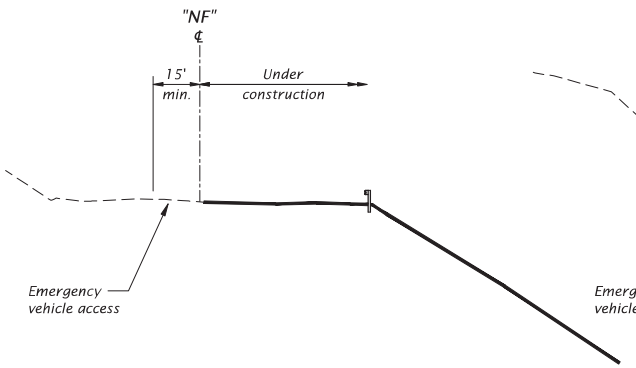
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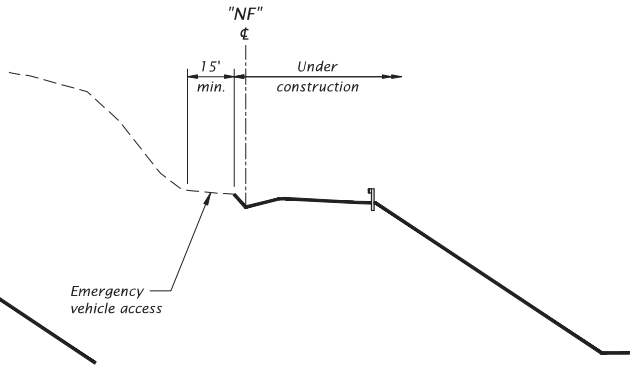
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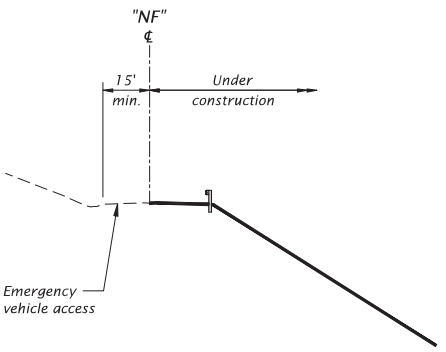




SECTION A-A



SECTION B-B



SECTION C-C

TO BE ACCOMPANIED BY DWG. NOS.:
TM800, TM820, TM821, TM822, TM840 AND TM850

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

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TITLE:

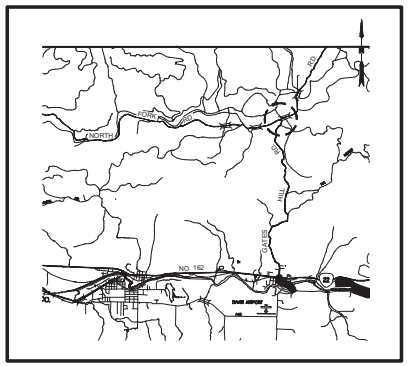
TRAFFIC CONTROL DETAILS

SHEET:

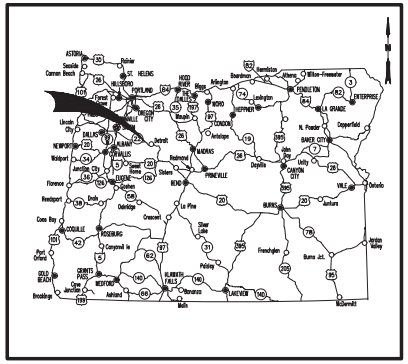
EA03

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EROSION AND SEDIMENT CONTROL COVER SHEET



SITE MAP
NOT TO SCALE
For Information Only



VICINITY MAP
NOT TO SCALE
For Information Only

PLANNING / ENGINEERING /SURVEYING FIRM
ENGINEERING & SURVEY FIRM
CONTACT: DOWL, LLC
ADDRESS 2: 5 CENTERPOINT DRIVE, SUITE 350
PHONE: 503-620-6103
FAX: 503-620-8416

PROJECT LOCATION:
5 miles east of Lyons, Oregon, one-half mile east of Kiel Creek to Multiclum Road Marion County, Oregon

ATTENTION EXCAVATORS
Oregon law requires you to follow rules adopted by the Oregon utility notification center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of these rules from the center by calling 503-232-1987. If you have any questions about the rules you may contact the center. You must notify the center at least two business days before commencing an excavation. Call 503-246-6699.

NARRATIVE DESCRIPTIONS

EXISTING SITE CONDITIONS
Within the project area North Fork Road is two lane 22-ft stabilized gravel road with a shallow roadside ditch on the upslope side of the roadway. The northside of the roadway is a steep cut slope (25' to 50'), the southside has a very tall steep fill slope (in excess of 200-ft). Two season streams flow under the roadway through culverts. The project area is geologically unstable, sliding downhill toward the Santiam River. Slopes consist of managed forest land recently clear cut with little to no vegetation cover.

DEVELOPED CONDITIONS
The project will construct a 100-ft tall rock butress on the down slope of the roadway to mitigate the slide activity. The roadway will be reconstructed to two paved lanes with shoulders. A water quality facility will be constructed. New culverts and outfalls will be constructed. Slopes outside the project consist of managed forest land recently clear cut and replanted with seedlings

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE (TO BE FILLED OUT BY CONTRACTOR)

* Clearing (Dates, From & To:	May to October, 2026)
* Mass Grading (Dates, From & To:	May to October, 2026)
* Utility Installation (Dates, From & To:	May to October, 2026)
* Street Construction (Dates, From & To:	May to October, 2026)
* Final Stabilization (Dates, From & To:	May to October, 2026)

TOTAL SITE AREA = 11.08 acres
TOTAL DISTURBED AREA = 7.18 acres

SITE SOIL CLASSIFICATION:
Non-hydric
McCulley clay loam - 100%

RECEIVING WATER BODIES:
Nearest water body: North Santiam River (impairments: dissolved oxygen & temp.)
Waters/Wetlands within 1 mile: Beaver Creek, Kiel Creek, Little North Santiam River, 55 unnamed streams, One Freshwater Forested Shrub-Scrub Wetland

INSPECTION FREQUENCY:

SITE CONDITION	MINIMUM FREQUENCY
1. Active period	On initial date, every 14 days and within 24 hours of any weather event that results in stormwater runoff. Weekly when stormwater runoff, including runoff from snow melt, is occurring. At least once every month, regardless of whether stormwater runoff is occurring.
2. Prior to the site becoming inactive or in anticipation of site inaccessibility.	Once to ensure that erosion and sediment control measures are in working order. Any necessary maintenance and repair must be made prior to leaving the site. On date when inactive period begins, then after 14 days, then again after 14 days which, as the site is shown to be stabilized, monitoring can be suspended in dry weather. Monitor inactive sites within 24 hours of any weather event that results in stormwater runoff.
3. Periods during which the site is inaccessible due to inclement weather.	If practical, inspections must occur daily at a relevant and accessible discharge point or downstream location.
4. Periods during which discharge is unlikely due to frozen conditions.	Monthly. Resume monitoring immediately upon melt, or when weather conditions make discharges likely.

EROSION AND SEDIMENT CONTROL GENERAL NOTES
The construction, adjustment, maintenance, and upgrading of these erosion and sediment control measures is the responsibility of the contractor for the duration of the project to comply with Section 00280 of the Oregon Standard Specifications for construction and the NPDES 1200-CA permit.

Erosion and Sediment Control measures shown on this plan are for anticipated site conditions. Adjust or upgrade these measures for unexpected storm events to ensure that sediment and sediment-laden water does not leave the site.

Develop a revised plan of the Erosion and Sediment Control measures shown as required by Section 00280, Oregon Standard Specifications for Construction. Implement this plan for all clearing and grading activities and in segments applicable to each staging phase. Construct in such a manner so as to ensure that sediment and sediment laden water does not enter the roadway or drainage system, or violate applicable water standards.

Install measures within the right-of-way unless directed otherwise.

STANDARD DRAWINGS

■ RD1000	Construction Entrances
■ RD1005	Check Dams Type 1, 3 and 4
□ RD1006	Check Dams Type 2 and 6
□ RD1010	Inlet Protection Type 2, 3, 6, 7 10 and 11
■ RD1015	Inlet Protection Type 4
□ RD1030	Sediment Barrier Type 2, 3 and 4
□ RD1031	Sediment Barrier Type 5 and 6
■ RD1032	Sediment Barrier Type 8
□ RD1033	Sediment Barrier Type 9
■ RD1040	Sediment Fence
■ RD1045	Temporary Slope Drain With Energy Dissipator
■ RD1050	Temporary Scour Basin / Energy Dissipator
■ RD1055	Slope and Channel Matting
□ RD1060	Tire Wash Facility Type 1 and 2
□ RD1065	Sediment Trap
■ RD1070	Concrete Truck Wash Out

RAIN GUAGE
USGS Little N. Santiam River Abv.Evans Cr. at Elkhorn, OR - 14181900
http://waterdata.usgs.gov/monitoring-location/14181900/#parameterCode=00065&period=p7D

PREPARED FOR:
Oregon Dept. of Environmental Quality
700 NE Multnomah Blvd., Suite 600
Portland, Oregon 97232
Phone: 503-229-5279
Date:

* Hold a pre-construction meeting of project construction personnel that includes the inspector to discuss erosion and sediment control measures and construction limits.
* All inspections must be made in accordance with DEQ 1200-CA permit requirements.
* Inspection logs must be kept in accordance with DEQ's 1200-CA permit requirements.
* Retain a copy of the ESCP and all revisions on site and make it available on request to DEQ, agent, or the local municipality. During inactive periods of greater than seven (7) consecutive calendar days, retain the ESCP at the construction site or at another location.

The permittee is required to meet all the conditions of the 1200-CA permit. This ESCP and general conditions have been developed to facilitate compliance with the 1200-CA permit supercede requirements of this plan.

BMP MATRIX FOR CONSTRUCTION PHASES
Refer to ODOT Erosion Control Manual for a comprehensive list of available BMP's. List all BMP's used on project.

BMP Name	Phase 1	Phase 2	Phase 3	Final Stabilization
Sediment Barrier, Type 8	X	X	X	
Sediment Fence	X	X	X	
Construction Entrance, Type 1	X	X	X	
Inlet Protection, Type 4			X	
Check Dam, Type 3			X	
Slope Matting, Type D				X
Permanent Seeding				X
Temporary Seeding		X		

* Signifies additional BMP's required for work within 50' of water of the state.
** Signifies BMP that will be installed prior to any ground disturbing activity.

RATIONALE STATEMENT
A comprehensive list of available best management practices (BMP) options based on ODOTs Erosion Control manual has been reviewed to complete this erosion and sediment control plan. Initial

PERMITTEE'S SITE INSPECTOR: George Collins
company/Agency: DOWL LLC
Phone: (971) 353-4734
Fax:
E-mail: gcollins@dowl.com
Description of experience: Certified Erosion and Sediment Control Lead #84937, expires 11/09/2026

SHEET INDEX

SHEET NO.	DESCRIPTION
DEQ01	Erosion and Sediment Control Cover Sheet
DEQ02	Erosion and Sediment Control Cover Sheet
DEQ03	Erosion and Sediment Control
FB01	Erosion and Sediment Control Stage 1
FB02	Erosion and Sediment Control Stage 2
FB03	Erosion and Sediment Control Streets & Utilities
FB04	Erosion and Sediment Control Final Landscaping & Stabilization
FB05	Erosion and Sediment Control Details

Prepared By: Name
Drafted By: Name

DEPARTMENT OF PUBLIC WORKS
NORTH FORK ROAD SLIDE STABILIZATION
DEQ COVER SHEET
MARION COUNTY
SHEET NO. DEQ01

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STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES

1. Include a list of personnel (by name and position) that are responsible for the design, installation and maintenance of stormwater control measures (e.g. ESCP developer, BMP installer as well as their individual responsibilities.
2. Visual Monitoring inspection reports must be made in accordance with DEQ 1200-CA permit requirements.
3. Inspection logs must be kept in accordance with DEQ's 1200-CA permit requirements.
4. Retain a copy of the ESCP and all revisions on site and make it available on request to DEQ, Agent, or the local municipality.
5. The permit registrant must implement the ESCP. Failure to implement any of the control measures or practices described in the ESCP is a violation of the permit.
6. The ESCP must be accurate and reflect site conditions.
7. Submission of all ESCP revisions is not required. Submittal of the ESCP revisions is only under specific conditions. Submit all necessary revision to DEQ or Agent within 10 days.
8. Sequence clearing and grading to the maximum extent practical to prevent exposed inactive areas from becoming a source of erosion.
9. Create smooth surfaces between soil surface and erosion and sediment controls to prevent stormwater from bypassing controls and ponding.
10. Identify, mark, and protect (by construction fencing or other means) critical riparian areas and vegetation including important trees and associated rooting zones, and vegetation areas to be preserved. Identify vegetative buffer zones between the site and sensitive areas (e.g., wetlands), and other areas to be preserved, especially in perimeter areas.
11. Preserve existing vegetation when practical and re-vegetate open areas. Re-vegetate open areas when practicable before and after grading or construction. Identify the type of vegetative seed mix used.
12. Install perimeter sediment control, including storm drain inlet protection as well as all sediment basins, traps, and barriers prior to land disturbance. (Section 2.1.3)
13. Install perimeter sediment control, including storm drain inlet protection as well as all sediment basins, traps, and barriers prior to land disturbance.
14. Control both peak flow rates and total stormwater volume, to minimize erosion at outlets and downstream channels and streambanks.
15. Control sediment as needed along the site perimeter and at all operational internal storm drain inlets at all times during construction, both internally and at the site boundary.
16. Establish concrete truck and other concrete equipment washout areas before beginning concrete work.
17. Apply temporary and/or permanent soil stabilization measures immediately on all disturbed areas as grading progresses. Temporary or permanent stabilizations measures are not required for areas that are intended to be left unvegetated, such as dirt access roads or utility pole pads.
18. Establish material and waste storage areas, and other non-stormwater control.
19. Keep waste container lids closed when not in use and close lids at the end of the business day for those containers that are actively used throughout the day. For waste containers that do not have lids, provide either (1) cover (e.g., a tarp, plastic sheeting, temporary roof) to prevent exposure of wastes to precipitation, or (2) a similarly effective means designed to prevent the discharge of pollutants (e.g., secondary containment).
20. Prevent tracking of sediment onto public or private roadsusing BMPs such as: construction entrance, gravel (or paved) exits and parking areas, gravel all unpaved roads located onsite, or use an exit tire wash. These BMPs must be in place prior to land-disturbing activities.
21. When trucking saturated soils from the site, either use water-tight trucks or drain loads on site.
22. Control prohibited discharges from leaving the construction site, i.e., concrete wash-out, wastewater from cleanout of stucco, paint and curing compounds.
23. Ensure that steep slope areas where construction activities are not occuring are not disturbed.
24. Pervent soil compaction in areas where post-construction infiltration facilities are to be installed.
25. Use BMPs to prevent or minimize stormwater exposure to pollutants from spills; vehicle and equipment fueling, maintenance, and storage; other cleaning and maintenance activities; and waste handling activities. These pollutants include fuel, hydraulic fluid, and other oils from vehicles and machinery, as well as debris, fertilizer, pesticides and herbicides, paints, solvents, curing compounds and adhesives from construction operations.
26. Provide plans for sedimentation basins that have been designed per Section 2.2.17 and stamped by an Oregon Professional Engineer.
27. If engineered soils are used on site, a sedimentation basin/impoundment must be installed.
28. Provide a dewatering plan for accumulated water from precipitation and uncontaminated groundwater seepage due to shallow excavation activities.
29. Implement the following BMPs when applicable: written spill prevention and response procedures, employee training on spill prevention and proper disposal procedures, spill kits in all vehicles, regular maintenance schedule for vehicles and machinery, material delivery and storage controls, training and signage, and covered storage areas for waste and supplies.
30. Use water, soil binding agent or other dust control technique as needed to avwind-blown soil.
31. The application rate of fertilizers used to reestablish vegetation must follow manufacturer's recommendations to minimize nutrients releases to surface Exercise caution when using time-release fertilizers within any waterway riparian zone.
32. If an active treatment system (for example, electro-coagulation, floccolation, filtration, etc.) for sediment or other pollutant removal is employed, submit an operation and maintenance plan (including system schematic, location of system, location of inlet, location of discharge, discharge dispersion device design, and a sampling plan and frequency) before operating the treatment Obtain Environmental Management Plan approval from DEQ before operating the treatment system. Operate and maintain the treatment system according to manufacturer's specifications.
33. Temporarily stabilize soils at the end of the shift before holidays and weekends, if needed. The registrant is responsible for ensuring that soil is stable during rain events at all times of the year.
34. As needed based on weather conditions, at the end of each workday so stockpiles must be stabilized or covered, or other BMPs must be implemented to prevent discharges to surface waters or conveyance systems leading to surface waters.
35. Sediment fence: remove trapped sediment before it reaches one third of the above ground fence height and before fence removal.
36. Other sediment barriers (such as biobags): remove sediment before it reaches two inches depth above ground height and before BMP removal.
37. Catch basins: clean before retention capacity has been reduced by fifty percent. Sediment basins and sediment traps: remove trapped sediments before design capacity has been reduced by fifty percent and at completion of project.
38. Within 24 hours, significant sediment that has left the construction site, must be remediated. Investigate the cause of the sediment release and implement steps to prevent a recurrence of the discharge within the same 24 hours. Any in-stream clean-up of sediment shall be performed according to the Oregon Department of State Lands required timeframe.
39. The intentional washing of sediment into storm sewers or drainage ways must not occur. Vacuuming or dry sweeping and material pickup must be used to cleanup released sediments.
40. Document any portion(s) of the site where land disturbing activities have permanently ceased or will be temporarily inactive for 14 or more calendar days.
41. Provide temporary stabilization for that portion of the site where construction activities cease for 14 days or more with a covering of blown straw and a tackifier, loose straw, or an adequate covering of compost mulch until work resumes on that portion of the site.
42. Do not remove temporary sediment control practices until permanent vegetation or other cover of exposed areas is established. Once construction is complete and the site is stabilized, all temporary erosion controls and retained soils must be removed and disposed of properly, unless needed for long term use following termination of permit coverage.

PRIME CONTRACTOR/DEVELOPER

Company: _____
Contact: _____
Address 1 _____
Address 2 _____
Phone: 503- ____- _____
Fax: 503- ____- _____

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE

* Clearing (Dates, From & To: _____
* Mass Grading (Dates, From & To: _____
* Utility Installation (Dates, From & To: _____
* Street Construction (Dates, From & To: _____
* Final Stabilization (Dates, From & To: _____

PROPERTY DESCRIPTION

Marion County Right of Way: ROW Map #092E12 Taxlot 26 54 0
Property: ROW Map #092E12 Taxlot 29 00 0, Marion County

POTENTIAL POLLUTANT ACTIVITY
VEHICLE TRACKING:
1. Exhaust emissions.
2. Possible fuel and system leakage.
3. Tire wear.
4. Mechanical parts and braking systems.

CONSTRUCTION ITEMS:
1. Asphalt and P.C. concrete.
2. Paint.
3. Road sediment.

No.	DATE	ESCP Revisions During Construction	BY
1			

Prepared By: Name
Drafted By: Name

DEPARTMENT OF PUBLIC WORKS
NORTH FORK ROAD SLIDE STABILIZATION
DEQ NOTES
MARION COUNTY

SHEET NO. DEQ02

FILE: C:\DOWL_PW\D0392973\DEQ02.DWG PLOTTED: 2025/08/27 10:18 AM

PRIME CONTRACTOR/DEVELOPER:

Company:_____

Contact: _____

Address 1:_____

Address 2:_____

Phone:_____

Fax:_____

INSPECTOR INFORMATION:

Permittee's Site Inspector: George Collins

Company/Agency: DOWL LLC

Phone: (971) 353-4734

Fax:_____

E-mail: gcollins@dowl.com

Certification # 84937

Description of experience: Certified Erosion and Sediment Control Lead. Certified Arborist. Performs wetland delineations, fish salvage, tree inventories, ESC inspections, and permitting in Oregon and Washington.

POLLUTANT GENERATING MATERIALS ON SITE:

Material name:_____

Phase to be used:_____

Material name:_____

Phase to be used:_____

Material name:_____

Phase to be used:_____

Material name:_____

Phase to be used:_____

Material name:_____

Phase to be used:_____

Material name:_____

Phase to be used:_____

Material name:_____

Phase to be used:_____

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE:

Clearing (Dates, From - To)_____

Mass Grading (Dates, From - To)_____

Utility Installation (Dates, From - To)_____

Street Construction (Dates, From - To)_____

Final Stabilization (Dates, From - To)_____

IN-SITU RAIN GAUGE:

YES _____ NO _____ Or

Provide URL for Nearest Rain Gauge

_____

ENGINEERED SOILS:

Used on site - YES _____ NO

If yes, provided retention plan and pH monitoring schedule

_____

_____

_____

_____

LIST ALL AUTHORIZED NON-STORMWATER DISCHARGES EXPECTED: _____

_____

_____

_____

List Any Stormwater Facilities That Will Be Used During Construction To Contain Runoff From The Work Site.

N/A

_____

_____

_____

_____

_____

_____

PROPERTY DESCRIPTION:

Tax Lots
Tax Map#
located in the Sec. _____, T. _____ S. _____ , R.
County _____, Oregon

LOCATION OF OFF-SITE STAGING AREA

_____

_____

_____ County

_____, Oregon

LOCATION OF CONCRETE TRUCK WASHOUT

_____

_____

_____

_____

_____

No.	DATE	ESCP Revisions During Construction	BY
1			

Prepared By: Name

Drafted By: Name

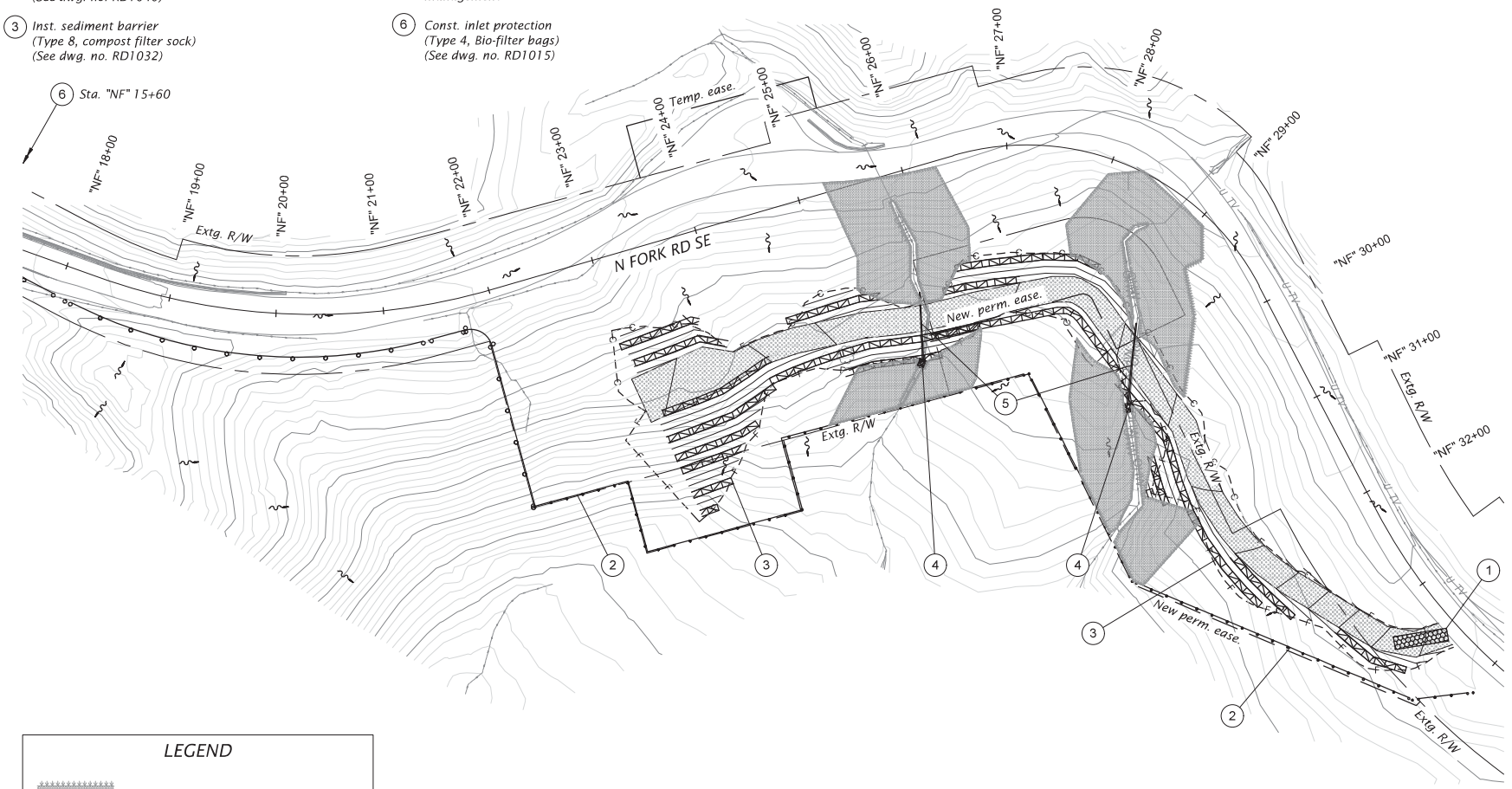
DEPARTMENT OF PUBLIC WORKS
NORTH FORK ROAD SLIDE STABILIZATION
DEQ CONTRACTORS COVER SHEET
MARION COUNTY

SHEET NO.
DEQ03

FILE: C:\DOWL_PW\00392973\DEQ03.DWG PLOTTED: 2025/09/27 10:19 AM

1. Const. aggregate construction entrance (Type 1) (See dwg. no. RD1000)
2. Const. sediment fence (See dwg. no. RD1040)
3. Inst. sediment barrier (Type 8, compost filter sock) (See dwg. no. RD1032)
4. Install temp. scour basin (See dwg. no. RD1050)
5. Install temporary water management
6. Const. inlet protection (Type 4, Bio-filter bags) (See dwg. no. RD1015)

S12, T. 09 S., R. 02 E., W.M.
(MARION COUNTY OREGON)
DEMOLITION, CLEARING, GRADING & EARTHWORK - PHASE 1
PERIMETER CONTROL AND TEMP. ACCESS ROAD



PLAN

LEGEND

- 50' Natural Buffer
- OHW — Ordinary High Water
- Existing contours, 5' interval
- Proposed contours, 5' interval
- Sediment barrier
- Sediment fence
- Channel matting

SCALE IN FEET
0 50 100

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
EROSION & SEDIMENT CONTROL

SHEET:
FB01

FILE: C:\DOWL_PW\D3929273\FB01.DWG PLOTTED: 2025/10/24 8:38 AM

S12, T. 09 S., R. 02 E., W.M.
(MARION COUNTY OREGON)
DEMOLITION, CLEARING, GRADING & EARTHWORK - PHASE 2
ROADWAY AND SHEAR KEY



LEGEND

- 50' Natural Buffer
- OHW — Ordinary High Water
- Existing contours, 5' interval
- Proposed contours, 5' interval
- Erosion compost blanket

PLAN

1. See sht. FB01, note 1
   Const. aggregate construction entrance (Type 1)
2. See sht. FB01, note 2
   Const. sediment fence
3. See sht. FB01, note 3
   Inst. sediment barrier
   (Type 8, compost filter sock)
4. See sht. FB01, note 4
   Install temp. scour basin
5. See sht. FB01, note 4
   Install temporary water management
6. Install temporary water management
   (For details, see sht. HB01)

SCALE IN FEET
0 50 100

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

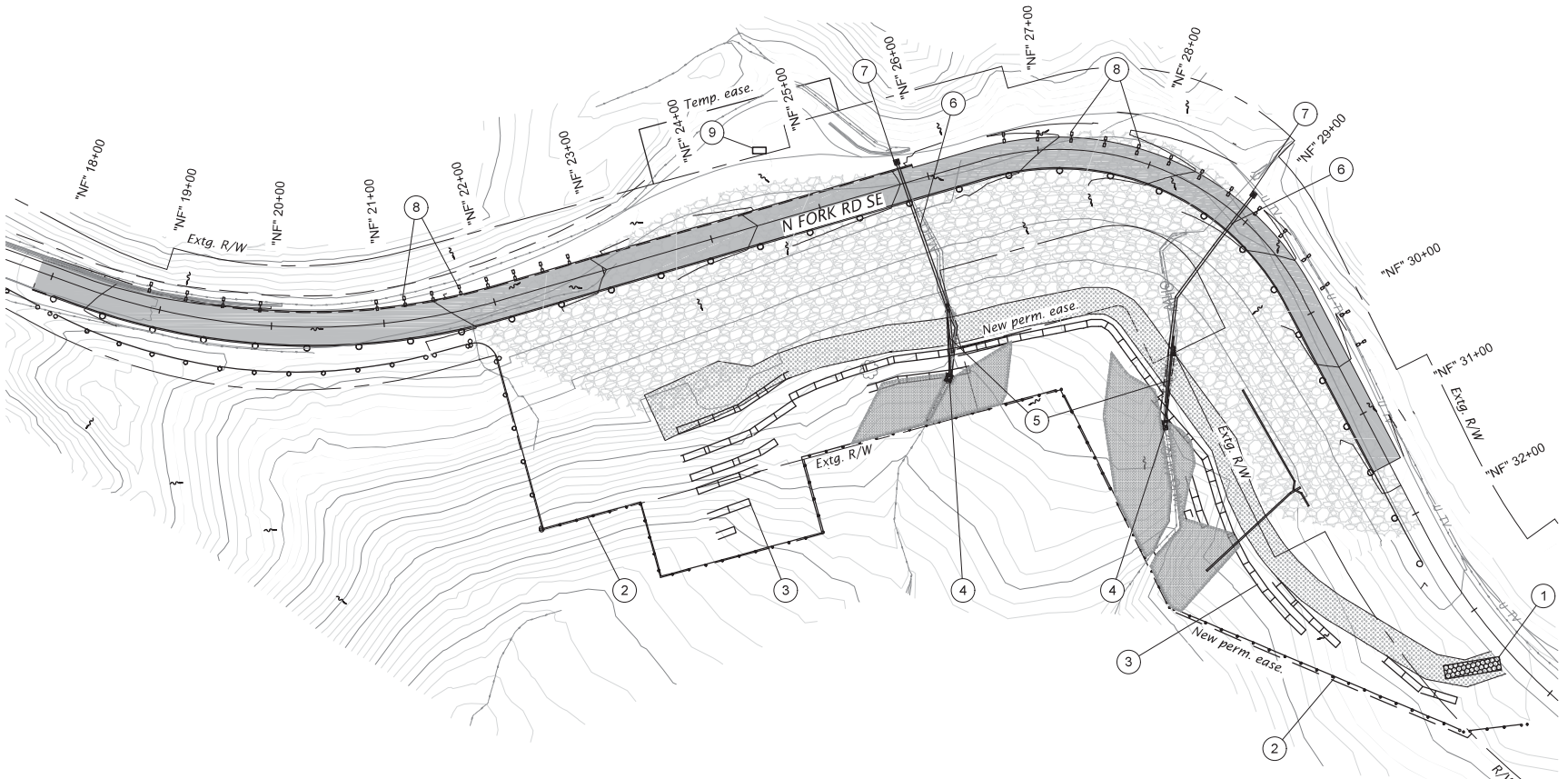
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FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
EROSION & SEDIMENT CONTROL

SHEET:
FB02

FILE: C:\DOWL_PW\D03929731\FB02.DWG PLOTTED: 2025/10/24 8:37 AM

S12, T. 09 S., R. 02 E., W.M.
(MARION COUNTY OREGON)
STREETS AND UTILITIES



LEGEND

- 50' Natural Buffer
- OHW — Ordinary High Water
- Existing contours, 5' interval
- Proposed contours, 5' interval

PLAN

1. See sht. FB01, note 1
   Const. aggregate construction entrance (Type 1)
2. See sht. FB01, note 2
   Const. sediment fence
3. See sht. FB01, note 3
   Inst. sediment barrier
   (Type 8, compost filter sock)
4. See sht. FB01, note 4
   Install temp. scour basin
5. See sht. FB01, note 4
   Install temporary water management
6. Install permanent culverts
7. Const. inlet protection
   (Type 4, Bio-filter bags)
8. Const. check dam
   (Type 3, Bio-filter bag)
   (See dwg. no. RD1005)
9. Const. concrete washout
   (See dwg, no. RD1070)

SCALE IN FEET
0 50 100

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

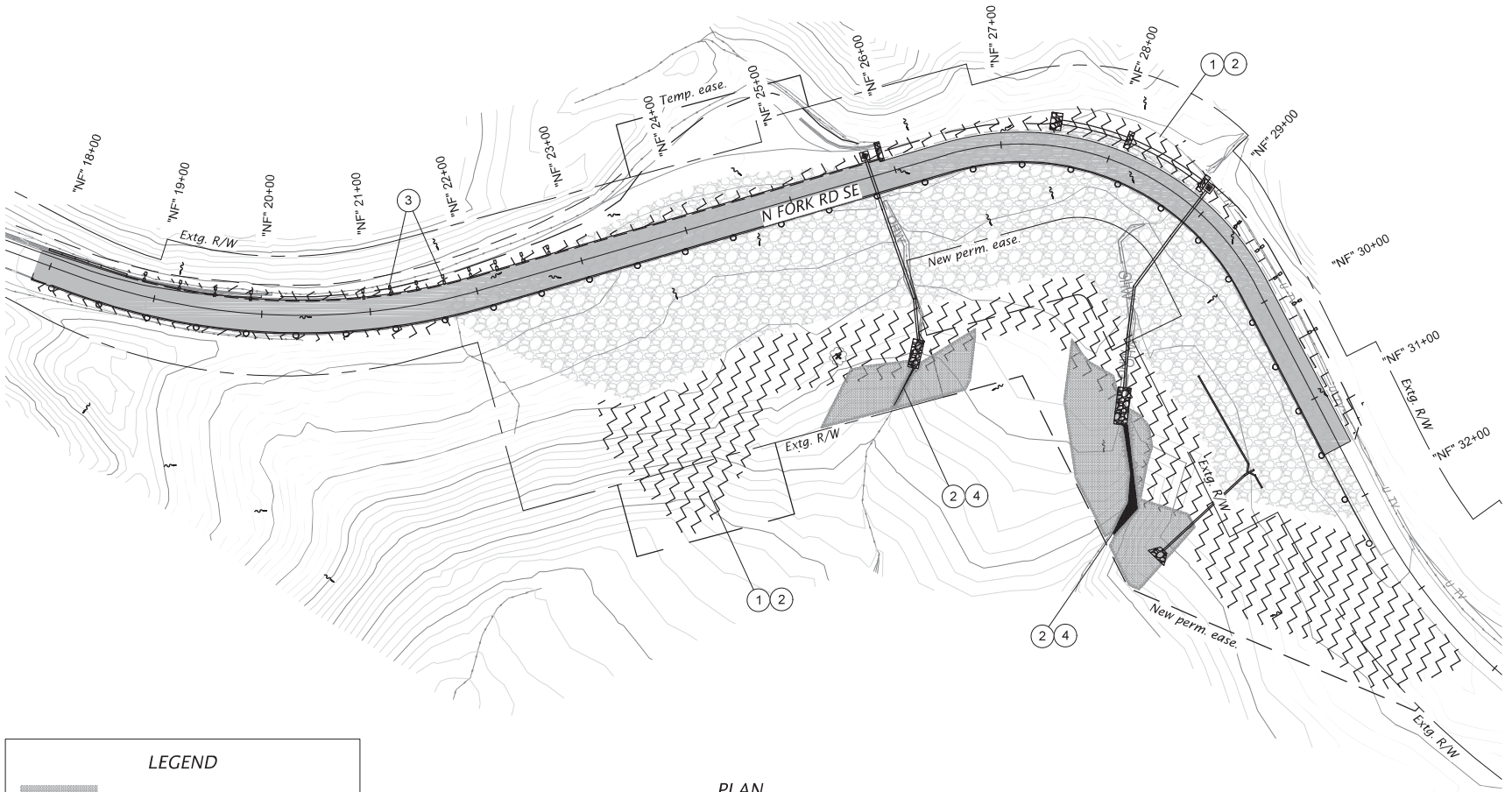
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KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
EROSION & SEDIMENT CONTROL

SHEET:
FB03

FILE: C:\DOWL_PW\D3929273\FB03.DWG PLOTTED: 2025/10/24 2:25 PM

S12, T. 09 S., R. 02 E., W.M.
(MARION COUNTY OREGON)
FINAL LANDSCAPE AND STABILIZATION



LEGEND

- 50' Natural Buffer
- Permanent Seeding with Compost Erosion Blanket
- OHW — Ordinary High Water
- Existing contours, 5' interval
- Proposed contours, 5' interval

PLAN

1. Inst. slope matting (Type D) (See dwg. no. RD1055)
2. Apply permanent seed mix no. 1 beneath slope matting
3. Const. check dam (Type 1, aggregate) See dwg. no RD1005
4. Inst. channel matting (Type D) (See dwg. no. RD1055)

SCALE IN FEET
0 50 100

DOWL

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

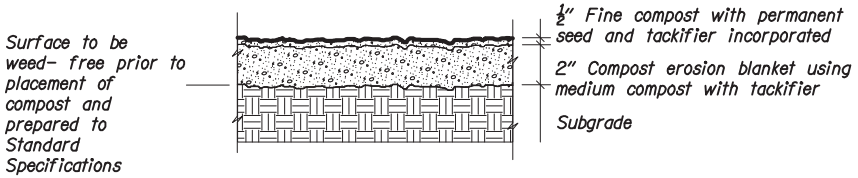
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ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
EROSION & SEDIMENT CONTROL

SHEET:
FB04

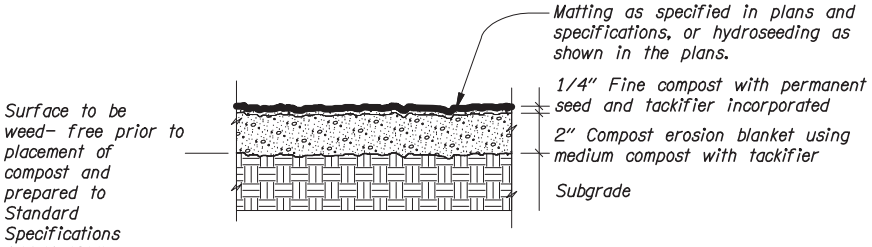
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PERMANENT SEEDING:
1. For permanent seed and water quality seed mix, see SP01030.13(f).



Note: See Standard Specifications 03020 for compost specifications.

APPLICATION - TEMPORARY/PERMANENT VEGETATIVE COVER
N.T.S.



Note: See Standard Specifications 03020 for compost specifications.
See plans and specifications for matting when required.

APPLICATION - STEEP SLOPES, SHALLOW DITCHES & BIO-SWALES
N.T.S.

REGISTERED PROFESSIONAL ENGINEER
87014
OREGON
SEPTEMBER 11, 2012
MATTHEW EVERETTE PHILLIPS
EXPIRES: 12/31/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

NORTH FORK ROAD SLIDE STABILIZATION

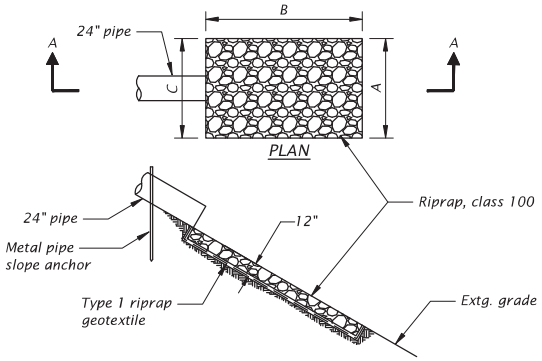
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ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MATTHEW PHILLIPS, PE
DRAWN BY:	DOWL CADD

TITLE:
EROSION AND SEDIMENT CONTROL NOTES AND DETAILS

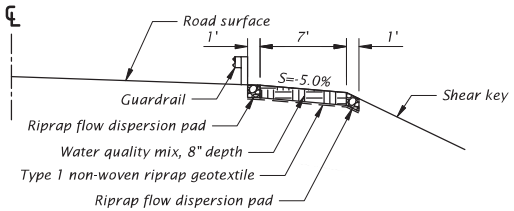
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FB05

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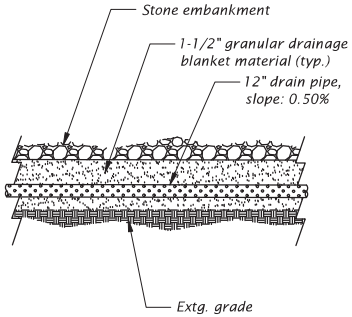
Outfall	A	B	C
Culvert A	10.0-ft	26.0-ft	-
Culvert B	12.0-ft	34.0-ft	-
Shear Key Outfall	20.0-ft	10.0-ft	8.0-ft



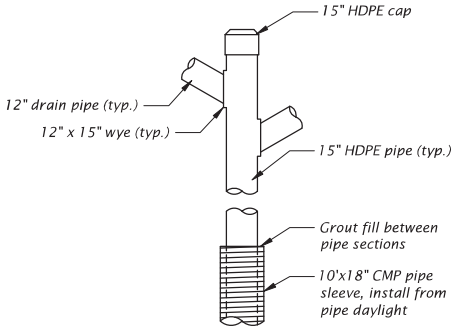
SECTION A-A
OUTFALL PAD
SCALE: NTS



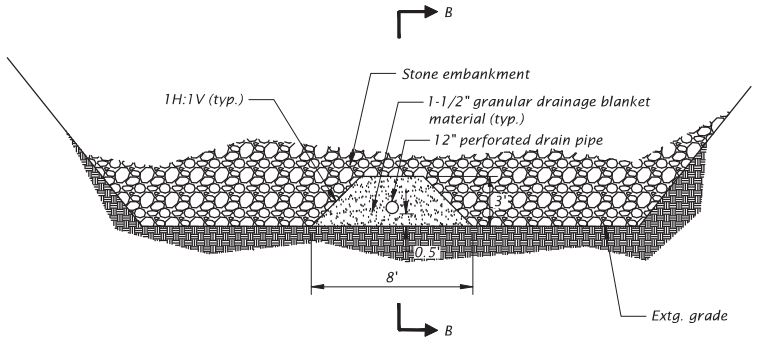
TYPICAL WATER QUALITY
FILTER STRIP SECTION
SCALE: 1" = 10'



SECTION B-B
SHEAR KEY UNDERDRAIN SECTION
SCALE: NTS



PLAN
SHEAR KEY DRAIN PIPE OUTLET MANIFOLD
SCALE: NTS



CROSS SECTION
12" DRAIN PIPE

REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

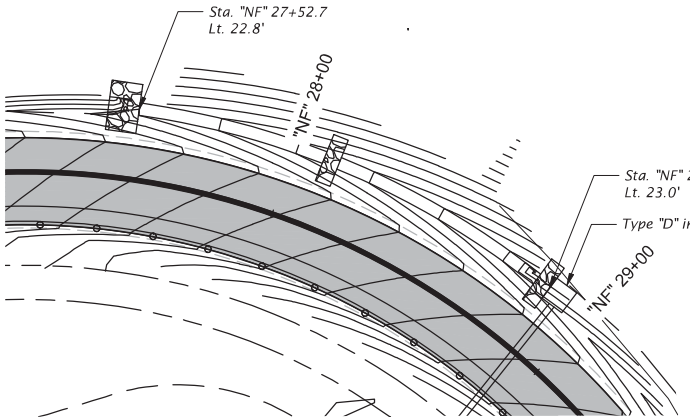
NORTH FORK ROAD SLIDE STABILIZATION

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	BEN WEWERKA, PE
DRAWN BY:	DOWL CADD

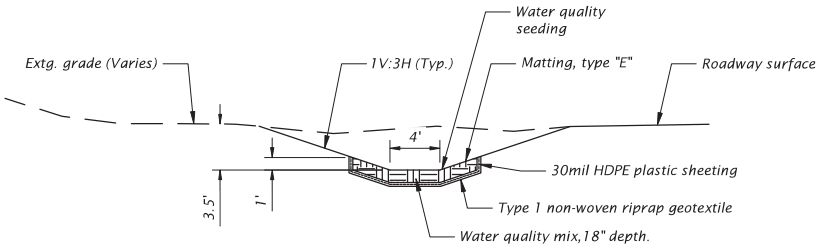
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DRAINAGE DETAILS

SHEET:
HA01

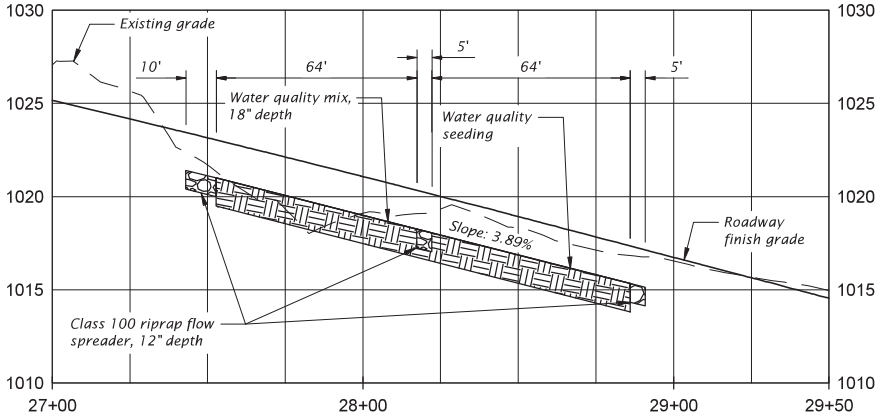
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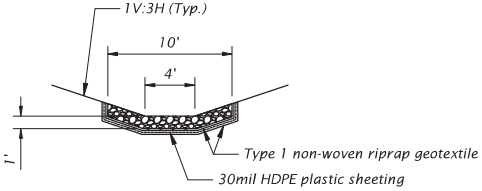
WATER QUALITY SWALE PLAN
SCALE: 1" = 40'



TYPICAL SWALE SECTIONS
SCALE: 1" = 10'



SWALE PROFILE STA. "NF" 27+52.7 - 28+86.0
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 8'



RIPRAP FLOW SPREADER TYPICAL SECTION
SCALE: 1" = 10'

REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

NORTH FORK ROAD SLIDE STABILIZATION

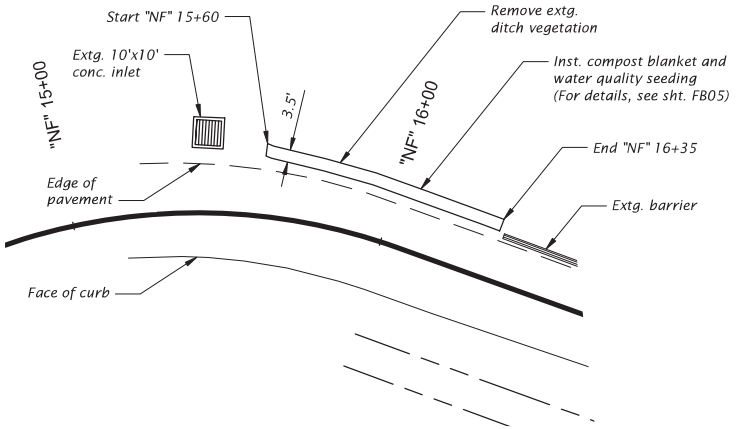
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ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	BEN WEWERKA, PE
DRAWN BY:	DOWL CADD

TITLE:
WATER QUALITY SWALE DETAILS

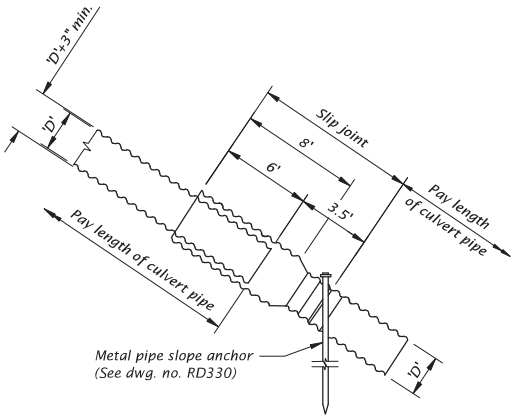
SHEET:
HA02

DOWL

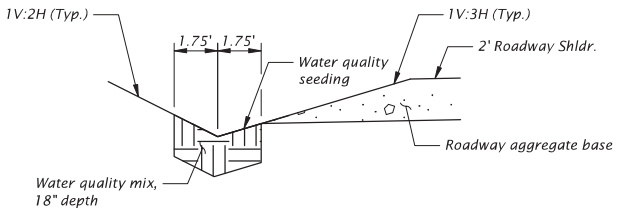
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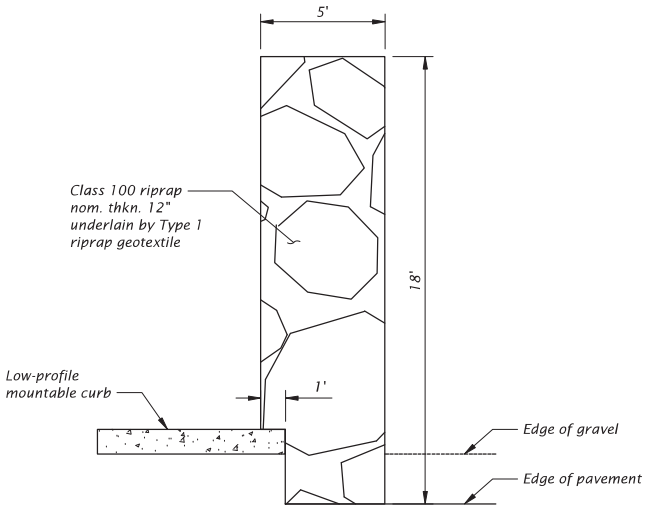
DITCH RE-VEGETATION PLAN
SCALE: 1" = 40'



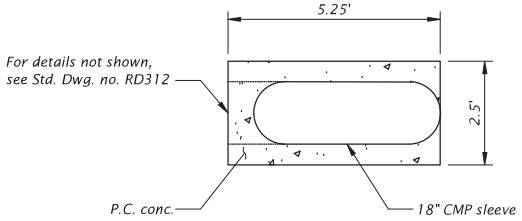
SLIP JOINT
SCALE: NTS



AMENDED DITCH TYPICAL SECTION
STA. "NF" 30+32.3 Lt. to
STA. "NF" 31+50.1 Lt.



RIPRAP SPILLWAY
SCALE: NTS



MOD. OUTLET PROTECTION BLOCK
SCALE: NTS

REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
ONEOFFICE NO.:	
FED. PROJ. NO.:	1517414709601
KEY NO.:	####
SITE NO.:	960-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	BEN WEWERKA, PE
DRAWN BY:	DOWL CADD

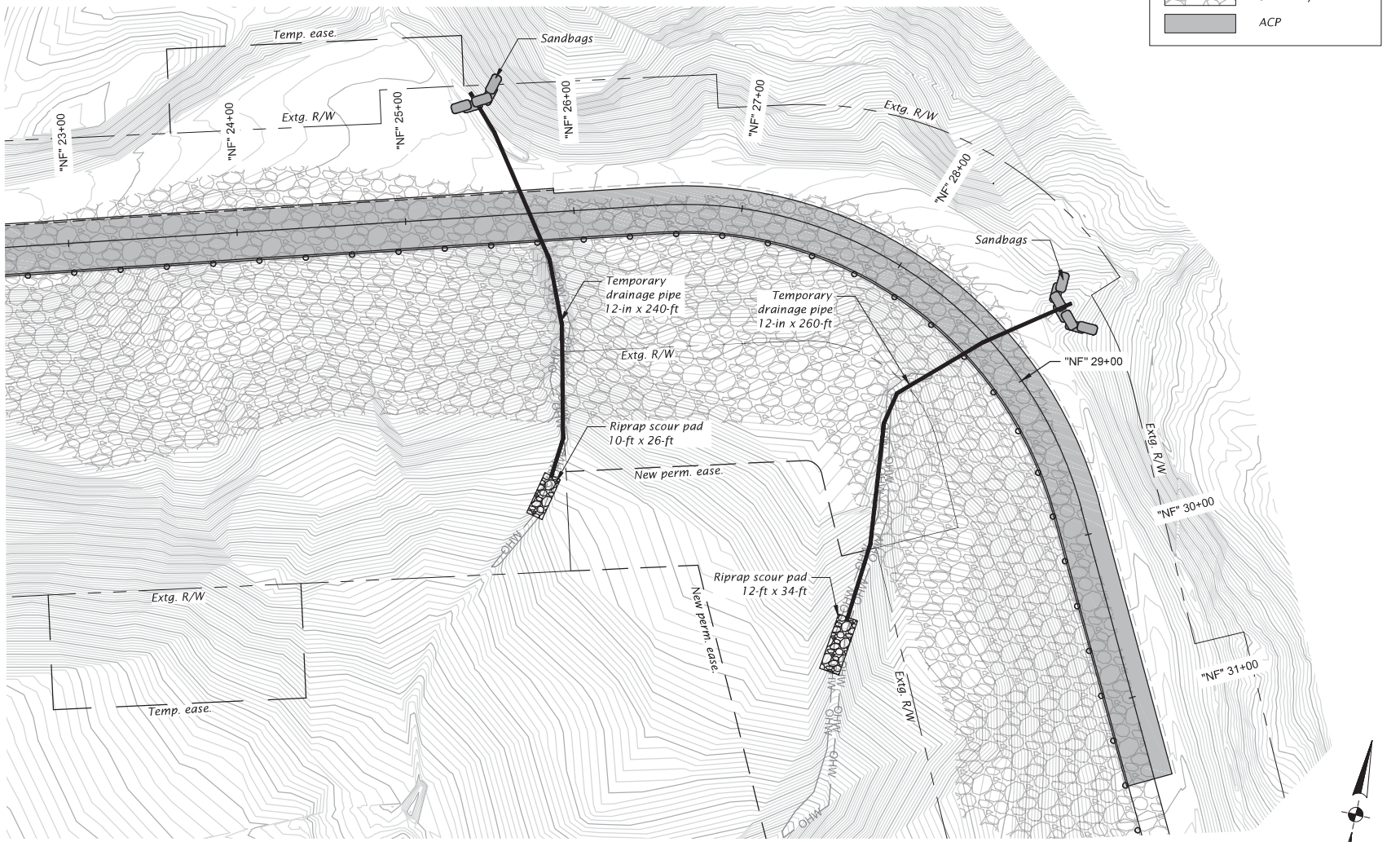
TITLE:
DRAINAGE DETAILS

SHEET:
HA03

DOWL

FILE: C:\DOWL_PW\D3929273\HA01 - HA07.DWG PLOTTED: 2025/10/22 9:44 AM

S12, T. 09 S., R. 02 E., W.M.
(MARION COUNTY OREGON)



REGISTERED PROFESSIONAL ENGINEER
79131PE
OREGON
JUNE 14, 2007
BENJAMIN P. WEWERKA
EXPIRES: 6/30/2026

MARION COUNTY

NORTH FORK ROAD SLIDE STABILIZATION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	6905671950012
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HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	BEN WEWERKA, PE
DRAWN BY:	DOWL CADD

TITLE:
TEMPORARY WATER MANAGEMENT PLAN

SHEET:
HB01

FILE: C:\DOWL_PW\D3929273\HB01.DWG PLOTTED: 2025/10/21 6:58 PM