



O R E G O N

*"Delivering Excellence Everyday"*

## MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, June 10, 2026  
Board Session 9:00 a.m.

Senator Hearing Room  
555 Court Street NE, Salem

### PUBLIC COMMENT

#### CONSENT

##### BOARD OF COMMISSIONERS

**1.** Approve Amendment #1 to the Contract for Services with the Mid-Willamette Valley Community Action Agency (MWVCA) to add \$600,000 of which an estimated \$466,000 will utilize Oregon Department of Veterans' Affairs (ODVA) grant funding and an estimated \$134,000 will utilize county funding, for a new not-to-exceed contract total of \$1,200,000, and extend the term date to June 30, 2028, to provide outreach and benefit services to veterans through the Marion County Veteran Service Office.

##### BUSINESS SERVICES

**2.** Approve Amendment #2 to the Contract for Services with DPI Security, Inc. to add \$10,000 for a new not-to-exceed contract total of \$110,000 to cover invoices for unarmed physical patrol and site security for Courthouse Square in Salem, Oregon through June 30, 2026.

##### BUSINESS SERVICES

**3.** Approve the Public Improvement Agreement with Curtis Restaurant Equipment in the amount of \$125,397.80 for the replacement of a walk-in cooler and freezer located at the Marion County Juvenile Department, Fresh Start Market, that are at end-of-life through June 30, 2027.

## HEALTH AND HUMAN SERVICES

4. Approve three Lease Agreements with the Oregon State Hospital (OSH) for the lease of the following cottages located on the OSH campus in Salem, Oregon, utilized for the operation of client program housing effective July 1, 2026, through June 30, 2031:

- Iris House, Cottage 4, located at 2420 Greenway Drive NE, in the amount of \$120,000;
- Cottage 5, located at 2430 Greenway Drive NE, in the amount of \$120,000; and
- Lotus House, Cottage 6, located at 2440 Greenway Drive NE, in the amount of \$120,000.

## INFORMATION TECHNOLOGY

5. Approve the Purchase Order with Esri, Inc. in the amount of \$358,708 to provide licensing, maintenance, and support for the county's existing Enterprise system with a term date of August 1, 2026, through July 31, 2029.

## PUBLIC WORKS

6. Schedule a public hearing for June 24, 2026, to consider Noise Variance Case #26-001 / GK Machine, Inc.

## PUBLIC WORKS

7. Schedule final consideration to adopt an administrative ordinance on June 17, 2026, for Zone Change / Subdivision, Case #26-002 / Antonio Diaz.

## PUBLIC WORKS

8. Approve the Construction Contract with Mid Valley Excavation, LLC, in the amount of \$258,202 for the construction of 23 ramps along the walking route from Golf Club Road to North First Avenue in Stayton, Oregon, for the Shaff Road Sidewalk Improvements 2026 project through May 17, 2027.

## PUBLIC WORKS

9. Approve Amendment #2 to the Purchase Order (PO) with Les Schwab Tire Center to add \$150,000 for a new PO total of \$750,000 for the purchase of tires and related services for Marion County's light-duty vehicle fleet and heavy equipment through April 13, 2028.

## PUBLIC WORKS

10. Approve an Antenna Site Lease Agreement with SBA Towers IV, LLC, in the amount of \$145,876.67 for the installation of equipment on a radio tower owned by SBA Communications, located at the Eastview Lane radio site, for the Marion County Radio Project that will be utilized by first responders effective September 1, 2026, through September 1, 2031.

SHERIFF’S OFFICE

11. Approve Amendment #8 to the Purchase Order (PO) with Correct RX Pharmacy Services, Inc. to add \$460,000 for a new PO total of \$2,843,475.54 to continue to provide pharmaceutical services for the Marion County Jail through August 21, 2027.

TAX OFFICE

12. Approve an order for a property tax refund for Corelogic Commercial Real Estate Services, Inc., tax account 520305, in the amount of \$23,208.03.

**ACTION**

HEALTH AND HUMAN SERVICES

13. Consider approval of the Memorandum Of Understanding (MOU) with the Mid-Willamette Valley Community Action Agency to document the shared commitment to provide temporary shelter at the Salem Navigation Center for unsheltered individuals in crisis, including designated access to beds for the Rapid Engagement, Assessment and Community Health (REACH) program through March 31, 2036. –Debbie Wells

PUBLIC WORKS

13.5 Consider approval of Amendment #1 to the Franchise Agreement with Marion Resource Recovery Facility, Inc. to outline the terms, funding structure, and reporting requirements for a Contamination Reduction Reimbursement Funding Addendum. –Brian May  
*(Revised 6/10/2026: Motion made and approved to add this item to the Action Agenda.)*

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

PUBLIC WORKS

A. Public hearing to consider concurring in an amendment to the City of Silverton Comprehensive Plan Map for Legislative Amendment Case #26-003. –John Speckman

**POSSIBLE ACTION**

PUBLIC WORKS

14. Consider whether or not to accept the staff recommendation to schedule the final consideration and adoption of an administrative ordinance for June 17, 2026, to concur in an amendment to the City of Silverton Comprehensive Plan Map for Legislative Amendment Case #26-003. **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING ONLY IF THE APPLICATION IS APPROVED)** –John Speckman

Members of the public may submit written testimony by email to [PublicHearings@co.marion.or.us](mailto: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](mailto: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](http://www.co.marion.or.us)



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 3, 2026

Department: Board of Commissioners

Title: Veteran Outreach and Benefit Services

Management Update/Work Session Date: May 19, 2026 Audio/Visual aids [ ]

Time Required: 5 min Contact: Gary White Phone: 503-588-5193

Requested Action: Approval of a two-year extension of Contract BO-5908-24 with Mid-Willamette Valley Community Action Agency for continued operation of the County Veteran Service Office.

Issue, Description & Background: Mid-Willamette Valley Community Action Agency is currently providing veteran outreach and benefit services through operation of the County Veteran Service Office under contract BO-5908-24 which is due to expire June 30, 2026. The Board has determined it is in the best interest of the veterans of Marion County to extend the existing contract at this time.

Financial Impacts: Contract is funded by a combination of an annual ODVA grant and Marion County General Funds. The 2026-2028 program budget is \$300,000 annually, of which approximately \$67,000 will come from the Marion County General Fund annually.

Impacts to Department & External Agencies: None

List of attachments: Amendment 1, Contract for Services BO-5908-24

Presenter: Gary White

Department Head Signature: Jan Fritz (Jan Fritz (May 15, 2026 16:45:20 PDT))

# Contract Review Sheet

Contract for Services

**BO-5908-24 - Am1**

Title: Veteran Outreach and Benefit Services

Contractor's Name: Mid-Willamette Valley Community Action

Department: Board of Commissioners

Contact: Gary White

Analyst: Sabrina Hay

Phone #: (503) 588-5193

Term - Date From: July 1, 2024

Expires: June 30, 2028

Original Contract Amount: \$ 600,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 600,000.00

New Contract Total: \$ 1,200,000.00

Amd% 100%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# BO1419-23

## Description of Services or Grant Award

Contractor shall provide outreach and benefit services to local veterans through the operation of the County Veteran Service Office. Services include: Provide aid and assistance to any veteran, the spouse or dependents of the veteran residing within Marion County, in applying for all benefits and aid to which they are entitled by federal, state or local laws, rules and regulations.

Amendment 1 extends the contract for two more years and adds \$600,000.00 for the extension period.

Desired BOC Session Date: 6/3/2026

Contract should be in DocuSign by: 5/13/2026

Agenda Planning Date: 5/21/2026

Printed packets due in Finance: 5/19/2026

Management Update: 5/19/2026

BOC upload / Board Session email: 5/20/2026

BOC Session Presenter(s) Gary White

Code: Y

## REQUIRED APPROVALS

Sabrina Hay 05/14/2026  
Sabrina Hay (May 14, 2026 14:09:07 PDT)

Finance - Contracts

Date

Contract Specialist

Date

Scott A. Norris 05/15/2026  
Scott A. Norris (May 15, 2026 09:52:39 PDT)

Legal Counsel

Date

Jan Fritz 05/15/2026  
Jan Fritz (May 15, 2026 16:45:20 PDT)

Chief Administrative Officer

Date



**AMENDMENT 1 to BO-5908-24  
the CONTRACT FOR SERVICES  
between**

**MARION COUNTY and MID-WILLAMETTE VALLEY COMMUNITY ACTION  
AGENCY, INC.**

This is Amendment 1 to the Contract for Services (as amended from time to time, the “Contract”), dated July 1, 2024, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Mid-Willamette Valley Community Action Agency, Inc., hereinafter called Contractor.

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

**1. TERM**

This Contract is effective on **July 1, 2024**, and expires on **June 30, 2028**~~June 30, 2026~~.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,200,000.00~~600,000.00~~.

**EXHIBIT A, STATEMENT OF WORK**

**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.B is \$1,200,000.00~~600,000.00~~.

- A. **METHOD AND BASIS OF PAYMENT FOR SERVICES:** Upon satisfactory performance of services and compliance with the terms of this Contract, County shall pay Contractor up to \$1,200,000.00~~600,000.00~~ in the form of quarterly progress payments for completed services.

**EXHIBIT B, APPROVED PROGRAM BUDGET**

ADD to Exhibit B the following attached documents:

- Detailed Program Budget Expenses for July 1, 2025 – June 30, 2026
- Detailed Program Budget Expenses for July 1, 2026 – June 30, 2027

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

*---Signatures on following page--*

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Chair \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: Jan Fritz 05/15/2026  
Jan Fritz (May 15, 2026 16:45:20 PDT)  
Chief Administrative Officer Date \_\_\_\_\_

Reviewed by Signature: Scott A. Norris 05/15/2026  
Scott A. Norris (May 15, 2026 09:52:39 PDT)  
Marion County Legal Counsel Date \_\_\_\_\_

Reviewed by Signature: Sabrina Hay 05/14/2026  
Sabrina Hay (May 14, 2026 14:09:07 PDT)  
Marion County Contracts & Procurement Date \_\_\_\_\_

**MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

**Detailed Program Budget Expenses**

July 1, 2025 - June 30, 2026

**Expenses:**

<b>Personnel</b>				
<b>Salaries and Wages</b>	<b>FTE</b>	<b>Salaries</b>	<b>Benefits</b>	<b>Total Budget</b>
Veteran Service Officer(s)	1.00	\$60,000.00	\$21,000.00	\$81,000.00
Clerical/Administration Support	1.00	\$36,400.00	\$12,740.00	\$49,140.00
Other: Program Manager	1.00	\$70,000.00	\$24,500.00	\$94,500.00
<b>Total Personnel</b>		<b>\$166,400.00</b>	<b>\$58,240.00</b>	<b>\$224,640.00</b>
<b>Materials &amp; Services</b>				
Office Supplies				\$1,500.00
Building Rent & Utilities				\$25,200.00
Equipment rental and maintenance				\$1,200.00
Advertising and Printing				\$3,000.00
Conferences and Training				\$5,800.00
Transportation				\$4,000.00
Insurance				\$0.00
Administration Costs				\$27,264.00
Other: Internet and phone				\$7,300.00
Start Up Equipment Costs:				
Computers/Licenses/Software				\$0.00
Printers				\$0.00
Phones				\$0.00
Other (describe)				\$0.00
<b>Total Materials &amp; Services</b>				<b>\$75,264.00</b>
<b>Other</b>				
Other (describe)				\$0.00
Other (describe)				\$0.00
Other (describe)				\$0.00
<b>Total Other</b>				<b>\$0.00</b>
<b>Total Program Budget</b>		<b>\$224,640.00</b>	<b>\$75,264.00</b>	<b>\$0.00</b>

**Detailed Program Budget Expenses**

July 1, 2026 - June 30, 2027

**Expenses:**

<b>Personnel</b>				
<b>Salaries and Wages</b>	<b>FTE</b>	<b>Salaries</b>	<b>Benefits</b>	<b>Total Budget</b>
Veteran Service Officer(s)	1.00	\$60,000.00	\$21,000.00	\$81,000.00
Clerical/Administration Support	1.00	\$36,400.00	\$12,740.00	\$49,140.00
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<b>Total Personnel</b>		<b>\$166,400.00</b>	<b>\$58,240.00</b>	<b>\$224,640.00</b>
<b>Materials &amp; Services</b>				
Office Supplies				\$1,500.00
Building Rent & Utilities				\$25,200.00
Equipment rental and maintenance				\$1,200.00
Advertising and Printing				\$3,000.00
Conferences and Training				\$5,800.00
Transportation				\$4,000.00
Insurance				\$0.00
Administration Costs				\$27,264.00
Other: Internet and phone				\$7,300.00
Start Up Equipment Costs:				
Computers/Licenses/Software				\$0.00
Printers				\$0.00
Phones				\$0.00
Other (describe)				\$0.00
<b>Total Materials &amp; Services</b>				<b>\$75,264.00</b>
<b>Other</b>				
Other (describe)				\$0.00
Other (describe)				\$0.00
Other (describe)				\$0.00
<b>Total Other</b>				<b>\$0.00</b>
<b>Total Program Budget</b>		<b>\$224,640.00</b>	<b>\$75,264.00</b>	<b>\$0.00</b>



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: June 3, 2026

Department: Business Services

Title: Amendment to Security Services for Courthouse Square

Management Update/Work Session Date: May 19, 2026 Audio/Visual aids

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

Requested Action: Consider approval of Amendment 2 to add \$10,000 on Oregon State Price Agreement #PO-10700-00033258 / 8349 for DPI Security, for a new total of \$110,000.

Issue, Description & Background: Unarmed physical patrol and site security for Courthouse Square located at 555 Court St NE, Salem, OR 97301 for FY25-26.

Financial Impacts: FY25-26 \$110,000.00

Impacts to Department & External Agencies: Departmental impacts have not been determined at this time.

List of attachments: Amendments 1 & 2, Original Contract

Presenter: Tamra Goettsch

Department Head Signature: *Tamra Goettsch*

# Contract Review Sheet

Contract for Services

**BS-6427-25 - Am2**

Title: Security Services for Courthouse Square

Contractor's Name: DPI Security, Inc.

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Chalyce MacDonald

Phone #: (503) 566-3910

Term - Date From: January 16, 2025

Expires: June 30, 2026

Original Contract Amount: \$ 35,000.00

Previous Amendments Amount: \$ 65,000.00

Current Amendment: \$ 10,000.00

New Contract Total: \$ 110,000.00

Amd% 214%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# 8349

## Description of Services or Grant Award

Unarmed physical patrol and site security for Courthouse Square located at 555 Court St NE, Salem, OR 97301.

DPI is an Oregon Forward Program vendor.

Amendment 1 extends the term of the contract to 6/30/2026 and adds an additional \$65,000 for a new contract value of \$100,000 to cover payments for an additional year.

Amendment 2 adds an additional \$10,000 to cover invoices through the end of the contract term on 6/30/26.

Desired BOC Session Date: 6/3/2026

Contract should be in DocuSign by: 5/13/2026

Agenda Planning Date: 5/21/2026

Printed packets due in Finance: 5/19/2026

Management Update: 5/19/2026

BOC upload / Board Session email: 5/20/2026

BOC Session Presenter(s) Tamra Goettsch

Code: Y

## REQUIRED APPROVALS

Chalyce MacDonald 05/15/2026  
Finance - Contracts Date

Vanessa Keck 05/15/2026  
Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date



**AMENDMENT 2 to BS-6427-25  
the CONTRACT FOR SERVICES  
between  
MARION COUNTY and DPI SECURITY, INC.**

This is Amendment 2 to the Contract for Services (as amended from time to time, the "Contract"), dated January 16, 2025 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and DPI Security, Inc., hereafter called Contractor.

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

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$110,000.00 ~~\$100,000.00~~.

**EXHIBIT A  
STATEMENT OF WORK**

**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 \$110,000.00 ~~\$100,000.00~~.


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

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  05/18/2026  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date





MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: June 10, 2026

Department: Business Services

Title: Juvenile Fresh Start Market Walkin Cooler & Freezer Replacement

Management Update/Work Session Date: May 26, 2026 Audio/Visual aids

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

**Requested Action:**  
Consider approval of the Public Improvement Agreement with Curtis Restaurant Equipment for the replacement of the walk-in cooler and freezer at the Juvenile Department Fresh Start Market located at 3020 Center St NE, Salem, OR 97301.

**Issue, Description & Background:**  
The Fresh Start Market walk-in freezer and refrigerator are starting to fail and have required several repairs in the past two years. The units have become unreliable and risk the loss of food when the units fail.

**Financial Impacts:**  
Total cost \$125,397.80 CIP 26-001

**Impacts to Department & External Agencies:**  
No other impacts to departments outside of Marion County Fresh Start Market, project coordination to be managed by Business Services

**List of attachments:**  
Public Improvement Contract & Exhibit A-Quote

**Presenter:**  
Tamra Goettsch

**Department Head Signature:**

# Contract Review Sheet

Public Improvement Agreement

**BS-7159-26**

Title: Juvenile Fresh Start Market Walk-in Cooler & Freezer Replacement

Contractor's Name: Curtis Restaurant Equipment

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Chalyce MacDonald

Phone #: (503) 566-3910

Term - Date From: Execution

Expires: June 30, 2027

Original Contract Amount: \$ 125,397.80

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 125,397.80 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# 9499

Description of Services or Grant Award

Replacement of the existing walk-in cooler & freezer at the Juvenile Department Fresh Start Market located at 3020 Center St NE, Salem, OR 97301. Sourced via State of Oregon Price Agreement No. 9499.

Desired BOC Session Date: 6/10/2026

Contract should be in DocuSign by: 5/20/2026

Agenda Planning Date: 6/4/2026

Printed packets due in Finance: 5/26/2026

Management Update: 6/2/2026

BOC upload / Board Session email: 5/27/2026

BOC Session Presenter(s) Tamra Goettsch

Code: Y

## REQUIRED APPROVALS



05/14/2026

Finance - Contracts

Date



05/14/2026

Contract Specialist

Date



05/21/2026

Legal Counsel

Date



Jan Fritz (May 21, 2026 15:06:03 PDT)

05/21/2026

Chief Administrative Officer

Date

**MARION COUNTY PUBLIC IMPROVEMENT AGREEMENT**  
**for**  
**Juvenile Fresh Start Market Walk-in Cooler & Freezer Replacement**

This Agreement for the Juvenile Fresh Start Market Walk-in Cooler & Freezer Replacement (the "Agreement"), made by and between Marion County, a political subdivision of the state of Oregon, on behalf of Business Services Department, hereinafter called OWNER, and Curtis Restaurant Equipment hereinafter called the CONTRACTOR (collectively the "Parties"), is effective on the date this Agreement has been signed by all the Parties and all required Marion County governmental approvals have been obtained. Unless otherwise defined in the Oregon State Price Agreement No. 9499 or in this Agreement, the capitalized terms used herein are defined in Section A.1 of the Marion County General Conditions for Public Improvement Contracts.

**WITNESSETH:**

**1. Contract Price, Contract Documents and Work.**

The CONTRACTOR, in consideration of the sum of \$125,397.80 (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Oregon State Price Agreement No. 9499, this Public Improvement Agreement 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.

The Contract Price includes the following items outlined in Quotation dated May 13, 2026, attached as Exhibit A.

**2. Representatives.**

Unless otherwise specified in the Contract Documents, the OWNER designates Tamra Goettsch as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the OWNER. CONTRACTOR has named Bob Doughty its Authorized Representative to act on its behalf.

County delegates to the individual listed below the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes: Wesley Miller

**3. Contract Dates.**

PROJECT START DATE: June 15, 2026  
SUBSTANTIAL COMPLETION: October 31, 2026  
FINAL COMPLETION: November 30, 2026

**4. Liquidated Damages. RESERVED**

**5. Integration**

The contract documents constitute the entire agreement between the parties. no waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific

instance and for the specific purpose given. there are no other understandings, agreements, or representations, oral or written, not specified herein regarding this contract. contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

**6. Authority to Execute**

Contractor covenants, represents, and warrants to Owner that the person(s) executing this Contract on behalf of the Contractor have the actual authority to bind the Contractor to the terms of the Agreement.

In witness whereof, Marion County, a political subdivision of the state of Oregon, on behalf of Board of Commissioners, executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

In witness whereof, Marion County, a political subdivision of the state of Oregon, on behalf of Business Services Department, executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

**7. CONTRACTOR DATA:**

CONTRACTOR NAME: Curtis Restaurant Equipment  
CONTRACTOR ADDRESS: 555 Shelley Street  
CONTRACTOR ADDRESS: Springfield, OR 97477  
CONTRACTOR'S CCB # & Expiration Date: 70780, Expires 12/17/2027


CONTRACTOR'S SIGNATURE: \_\_\_\_\_  
Date

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  05/18/2026  
Department Director or designee Date

Authorized Signature: Jan Fritz 05/21/2026  
Jan Fritz (May 21, 2026 15:06:03 PDT) Date  
Chief Administrative Officer

Reviewed by Signature: Andrew Wittendorf 05/21/2026  
Marion County Legal Counsel Date

Reviewed by Signature: Chalyce McDowell 05/14/2026  
Marion County Contracts & Procurement Date

**MARION COUNTY  
GENERAL CONDITIONS FOR  
PUBLIC IMPROVEMENT CONTRACTS**

**September 1, 2014 Edition, Revised February 14, 2022**

Changes to the General Conditions (including any additions, deletions, or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

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**MARION COUNTY**  
**GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS**  
**("General Conditions")**

**SECTION A      GENERAL PROVISIONS**

**A.1    DEFINITION OF TERMS**

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

CHANGE ORDER means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

CLAIM means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CONTRACT means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS means the Solicitation Document and addenda thereto, the Marion County Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments, and Change Orders.

CONTRACT PERIOD as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

CONTRACT TIME means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR means the Person awarded the Contract for the Work contemplated.

DAYS are calendar days, including weekdays, weekends, and holidays, unless otherwise specified.

DIRECT COSTS means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

NOTICE TO PROCEED means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER means Marion County acting by and through the governmental entity identified in the Solicitation Document.

OWNER'S AUTHORIZED REPRESENTATIVE means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PUNCHLIST means the list of Work yet to be completed or deficiencies which need to be corrected to achieve Final Completion of the Contract.

RECORD DOCUMENT means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer, and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

SOLICITATION DOCUMENT means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service, or construction item. Specifications may include a description of any requirement for inspecting, testing, or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION means the date when the Owner accepts in writing the construction, alteration, or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

SUBSTITUTIONS means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

WORK means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

## **A.2 SCOPE OF WORK**

The Work contemplated under this Contract includes all labor, materials, transportation, equipment, and services for, and incidental to, the completion of all construction work in connection with the project

described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

### **A.3 INTERPRETATION OF CONTRACT DOCUMENTS**

- A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:
- A.3.1.1 Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
  - A.3.1.2 The Supplemental General Conditions;
  - A.3.1.3 The Marion County Public Improvement Agreement Form;
  - A.3.1.4 The General Conditions
  - A.3.1.5 The Plans and Specifications
  - A.3.1.6 The Solicitation Documents and any addenda thereto;
  - A.3.1.7 The accepted Offer.
- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.
- A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).
- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

#### **A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE**

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor resulting from the Contractor's failure to acquire full information in advance regarding all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules, and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner's Authorized Representative denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

#### **A.5 INDEPENDENT CONTRACTOR STATUS**

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee, or agent of the Owner.

#### **A.6 RETIREMENT SYSTEM STATUS AND TAXES**

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation, or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

## **A.7 GOVERNMENT EMPLOYMENT STATUS**

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the Marion County for purposes of performing Work under this Contract.

## **SECTION B ADMINISTRATION OF THE CONTRACT**

### **B.1 OWNER'S ADMINISTRATION OF THE CONTRACT**

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

### **B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the

Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures.

- B.2.2 The Contractor is responsible to protect and maintain the Work during construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.
- B.2.4 Contractor agrees that it will commence performance of the Work in a timely manner and will achieve the Contract Times in the Contract Documents.

### **B.3 MATERIALS AND WORKMANSHIP**

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

### **B.4 PERMITS**

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The

Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Marion County, and its departments, divisions, members, and employees.

## **B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS**

- B.5.1 Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations; and
- B.5.2.1 Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
- B.5.2.2 Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. 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 at (503)232-1987.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

## **B.6 SUPERINTENDENCE**

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

## **B.7 INSPECTION**

- B.7.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor, and promptly delivered to the Owner's Authorized Representative.
- B.7.4 As required by the Contract Documents, Work done, or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or near third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a

party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

## **B.8 SEVERABILITY**

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

## **B.9 ACCESS TO RECORDS**

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, all Record Documents, financial and accounting records, and other books, documents, papers, and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

## **B.10 WAIVER**

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

## **B.11 SUBCONTRACTS AND ASSIGNMENT**

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written

approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

**B.12 SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

**B.13 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

**B.14 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

**B.15 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

**B.16 LITIGATION**

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

**B.17 ALLOWANCES**

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- B.17.2.1 when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- B.17.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- B.17.2.3 whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect
  - (a) the difference between actual costs and the allowances under Section B.17.2.1 and
  - (b) changes in Contractor's costs under Section B.17.2.2.
- B.17.2.4 Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

## **B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:
  - B.18.1.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.
  - B.18.1.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
  - B.18.1.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.18.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer 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, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which

the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

- B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar by the Architect/Engineer's review or approval thereof.
- B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

## **B.19 SUBSTITUTIONS**

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only if price or time change must be made through a Change Order, all other substitutions may be communicated through email. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

**B.20 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications, and related Contract Documents furnished to Contractor by Owner or Owner’s Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

**B.21 FUNDS AVAILABLE AND AUTHORIZED**

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that in the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding the cost of this contract, the CONTRACTOR agrees to abide by any such decision, including termination of this agreement.

**B.22 NO THIRD-PARTY BENEFICIARIES**

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**SECTION C WAGES AND LABOR**

**C.1 MINIMUM WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

**C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS**

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor’s or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a

worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, 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 under this subsection.
- C.2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

### **C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

- C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:
  - C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
  - C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
  - C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
  - C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:
    - (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:
      - (1) A written employee drug testing policy,

- (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a “Qualifying Employee Drug Testing Program.” For the purposes of this section, an employee is a “Subject Employee” only if that employee will be working on the project job site.

- (b) Contractor shall require each Subcontractor providing labor for the project to:
  - (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor’s Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or
  - (2) Require that the Subcontractor’s Subject Employees participate in the Contractor’s Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder, Contractor agrees:

C.3.2.1 If Contractor fails, neglects or refuses to pay promptly a person’s claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the project as such claim becomes due, the proper officer that represents the Owner may pay the amount of the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Paying a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receiving payment from Owner or a contractor, the contractor or first-tier Subcontractor owes the person 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(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract must contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services the Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- C.3.3.1 A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;
- C.3.3.2 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;
- C.3.3.3 A clause that requires the Contractor, except as otherwise provided in this paragraph, 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:
  - (a) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
  - (b) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- C.3.3.4 An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, 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 Section C.3.3.1 of this subsection. 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 Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).
- C.3.3.5 A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs C.3.3.1 through C.3.3.4 above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.
- C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the Marion County shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

#### **C.4 PAYMENT FOR MEDICAL CARE**

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

## **C.5 HOURS OF LABOR**

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- C.5.1 For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- C.5.2 For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- C.5.3 For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

## **SECTION D CHANGES IN THE WORK**

### **D.1 CHANGES IN WORK**

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:
  - D.1.2.1 Modification of specifications and design.
  - D.1.2.2 Increases or decreases in quantities.
  - D.1.2.3 Increases or decreases to the amount of Work.
  - D.1.2.4 Addition or elimination of any Work item.

- D.1.2.5 Change in the duration of the project.
- D.1.2.6 Acceleration or delay in performance of Work.
- D.1.2.7 Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible, as determined by Owner. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of B.13 (Owner’s Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- D.1.3.1 Unit pricing may be utilized at the Owner’s option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- D.1.3.2 If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3.3 shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- D.1.3.3 In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor’s or Subcontractor’s own forces:

- On Labor..... 15%
- On Equipment..... 10%
- On Materials..... 10%

When Change Order Work under D.1.3.3 is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a 5% supplemental mark-up on each piece of subcontract Work covered by such Change Order.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor,

including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3.3, which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.
- D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by Contractor.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the Marion County, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

## **D.2 DELAYS**

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be

inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed, but not more than fourteen (14) days after the condition has been encountered. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
  - (1) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
  - (2) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

D.2.3.1 Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).

D.2.3.2 Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2 (c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay.

If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

### **D.3 CLAIMS REVIEW PROCESS**

- D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part

and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

- D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through its Chief Administrative Officer (CAO), shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision.
- D.3.6 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- D.3.7 The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

- D.3.8 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to maintain the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality to the extent allowed by law. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

D.3.9 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or construction change directive. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

## **SECTION E      PAYMENTS**

### **E.1    SCHEDULE OF VALUES**

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

### **E.2    APPLICATIONS FOR PAYMENT**

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contract or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid.                      Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper. Owner makes this election; the Contractor will be required to arrange to receive EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: \_\_\_\_\_”

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- E.2.3.1 The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- E.2.3.2 The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- E.2.3.3 The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- E.2.3.4 The Contractor shall name the Owner as co- insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- E.2.3.5 Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- E.2.3.6 Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
- E.2.3.7 Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- E.2.3.8 All required documentation must be submitted with the respective application for payment.

- E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:
- E.2.4.1 Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
  - E.2.4.2 third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
  - E.2.4.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
  - E.2.4.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
  - E.2.4.5 damage to the Owner or another contractor;
  - E.2.4.6 reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - E.2.4.7 failure to carry out the Work in accordance with the Contract Documents; or
  - E.2.4.8 assessment of liquidated damages when withholding is made for offset purposes.
- E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- E.2.5.1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in application for payment until the Contract Price has been adjusted by Change Order;
  - E.2.5.2 Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
  - E.2.5.3 Subtract the aggregate of previous payments made by the Owner; and
  - E.2.5.4 Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

- E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- E.2.8 If Contractor disputes any determination by Owner's Authorized Representative regarding any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

**E.3 PAYROLL CERTIFICATION REQUIREMENT**

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

**E.4 DUAL PAYMENT SOURCES**

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

**E.5 RETAINAGE**

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

- E.5.1.1 Owner reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If Owner withholds retainage from progress payments the amount to be retained will not exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.
- E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner will deposit that retainage in an interest-bearing account, established through the Owner, in a bank, savings bank, trust company or savings association for the benefit of Owner, with interest from such account accruing to the Contractor as required by ORS 279C.560. In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b)

below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Chief Administrative Officer, including but not limited to:
  - (1) Bills, certificates, notes or bonds of the United States.
  - (2) Other obligations of the United States or agencies of the United States.
  - (3) Obligations of a corporation wholly owned by the federal government.
  - (4) Indebtedness of the Federal National Mortgage Association.
  - (5) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
  - (6) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008; or
- (b) that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of option (a) or (b) above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

- (c) For a contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing escrow account under ORS 279C.570(2), the Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner 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 Owner's advance written authorization.

- (d) For a contract of \$500,000 or less, the Owner shall deposit the retainage in an interest-bearing account under ORS 279C.560(5). The Owner will use an interest-bearing account in a bank, savings bank, trust company or savings association as provided under ORS 279C.560(5).

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraph (a) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.5 Contractor agrees that if Contractor elects to reserve retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and the Contractor shall comply with all applicable legal requirements.

E.5.1.6 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.5.2 As provided in subsections C.2.2 and C.2.3, additional withholding in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

## **E.6 FINAL PAYMENT**

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other

indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

## **SECTION F      JOB SITE CONDITIONS**

### **F.1      USE OF PREMISES**

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

### **F.2      PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC**

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing, report to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

### **F.3 CUTTING AND PATCHING**

- F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

### **F.4 CLEANING UP**

From time to time as may be ordered by the Owner the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

### **F.5 ENVIRONMENTAL CONTAMINATION**

- F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages

required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages

- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.
- F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:
  - (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
  - (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
  - (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.
- F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:
  - F.5.2.1 Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
  - F.5.2.2 Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
  - F.5.2.3 Exact time and location of release, including a description of the area involved.
  - F.5.2.4 Containment procedures initiated.
  - F.5.2.5 Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
  - F.5.2.6 Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
  - F.5.2.7 Personnel injuries, if any, resulting from, or aggravated by, the release.

## **F.6 ENVIRONMENTAL CLEAN-UP**

- F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force.
- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

## **F.7 FORCE MAJEURE**

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

## **SECTION G INDEMNITY, BONDING, AND INSURANCE**

### **G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY**

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.
- G.1.2 Contractor agrees to indemnify, defend (with counsel approved by Owners), reimburse and hold harmless Owners, their partners, owners, board members, officers, employees, agents and volunteers (the "Indemnified Parties") for, from and against any and all threatened, alleged or actual all claims, suits, allegations, damages, liabilities, costs, expenses, losses and judgments, including, but not limited to, those which relate to personal or real property damage (including to the Project itself or otherwise), personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other act or omission of Contractor, its employees, Agents and Subcontractors, or anyone for whose acts Contractor is responsible (the Indemnitor). If claims are asserted against any of the Indemnified Parties by an employee of the Indemnitor, the Contractor's indemnification obligation and other obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for the Indemnitor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

- G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.
- G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

## **G.3 INSURANCE**

- G.3.1 **Primary Coverage:** Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory with any other insurance and self- insurance, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 **Workers' Compensation:** All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.3 **Builder's Risk Insurance:**
  - G.3.3.1 **Builder's Risk:** During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.
  - G.3.3.2 **Builder's Risk Installation Floater:** For other than new construction the Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the

Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

#### G.3.4 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace) and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than combined single limit, or the equivalent, of not less than \$1,000,000; each occurrence for Bodily Injury and Property Damage. The policy, or an endorsement or amendment to the policy, must provide that the County and its agents, board members, officers, employees, and volunteers are "additional insureds", but only with respect to the Contractor's Services to be provided under this Contract.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the minimum amounts required by the Oregon Financial Responsibility Law (ORS 806.060 and 806.070); and \$1,000,000 per occurrence, for Bodily Injury and Property Damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. The policy, or an endorsement or amendment to the policy, must provide that the County and its board members, officers, agents, employees, and volunteers are "additional insureds", but only with respect to the Consultant's Services to be provided under this Contract.

G.3.4.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

G.3.5 Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is “The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance.”

G.3.6 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include the Marion County, its departments, divisions, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the Marion County, its departments, divisions, officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Marion County, its departments, divisions, officers and employees as Named Insureds with not less than a \$1,500,000.00 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self- insurance included hereunder. Any deductible, self- insured retention and/or self-insurance in excess of \$50,000 shall be approved by the Owner in writing prior execution of the Contract and is subject to Owner's approval. The Contractor shall immediately notify the Owner’s Authorized Representative in writing of any change in insurance coverage.

## **SECTION H SCHEDULE OF WORK**

### **H.1 CONTRACT PERIOD**

H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.

H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2.6 and shall be subject to the Change Order process of Section D.1.

H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

## **H.2 SCHEDULE**

Contractor shall provide, by or before the pre- construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

## **H.3 PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

# **SECTION I CORRECTION OF WORK**

## **I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, Owner

shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) days after demand without affecting Contractor's obligations.

## **I.2 WARRANTY WORK**

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.
- I.2.2 The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.
- I.2.3 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.4 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.
- I.2.5 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.6 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.7 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

## **SECTION J      SUSPENSION AND/OR TERMINATION OF THE WORK**

### **J.1    OWNER'S RIGHT TO SUSPEND THE WORK**

- J.1.1    The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:
  - J.1.1.1    Failure of the Contractor to correct unsafe conditions;
  - J.1.1.2    Failure of the Contractor to carry out any provision of the Contract;
  - J.1.1.3    Failure of the Contractor to carry out orders;
  - J.1.1.4    Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
  - J.1.1.5    Time required to investigate differing site conditions;
  - J.1.1.6    Any reason considered to be in the public interest.
- J.1.2    The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

### **J.2    CONTRACTOR'S RESPONSIBILITIES**

- J.2.1    During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2    When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

### **J.3    COMPENSATION FOR SUSPENSION**

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

### **J.4    OWNER'S RIGHT TO TERMINATE CONTRACT**

- J.4.1    The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- J.4.1.1 If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in- possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
  - J.4.1.2 If Contractor should make a general assignment for the benefit of Contractor's creditors;
  - J.4.1.3 If a receiver should be appointed on account of Contractor's insolvency;
  - J.4.1.4 If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
  - J.4.1.5 If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
  - J.4.1.6 If Contractor is otherwise in material breach of any part of the Contract.
- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

## **J.5 TERMINATION FOR CONVENIENCE**

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.
- J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

## **J.6 ACTION UPON TERMINATION**

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

## **SECTION K      CONTRACT CLOSE OUT**

### **K.1    RECORD DOCUMENTS**

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, one hard copy set and one electronic set of Record Documents of the entire project. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

### **K.2    OPERATION AND MAINTENANCE MANUALS**

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") and one (1) digital copy for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets and one (1) digital copy of O & M Manuals to the Owner's Authorized Representative.

### **K.3    AFFIDAVIT/RELEASE OF LIENS AND CLAIMS**

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

### **K.4    COMPLETION NOTICES**

- K.4.1 Contractor shall provide Owner's Authorized Representative notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
  
- K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The

Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

**K.5 TRAINING**

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least four weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

**K.6 EXTRA MATERIALS**

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

**K.7 ENVIRONMENTAL CLEAN-UP**

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

**K.8 CERTIFICATE OF OCCUPANCY**

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

**K.9 OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

**K.10 SURVIVAL**

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

**SECTION L LEGAL RELATIONS & RESPONSIBILITIES**

**L.1 LAWS TO BE OBSERVED**

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state, and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to

environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

**L.2 FEDERAL AGENCIES**

Agriculture, Department of  
Forest Service  
Soil Conservation Service  
Coast Guard  
Defense, Department of  
Army Corps of Engineers  
Energy, Department of  
Federal Energy Regulatory Commission  
Environmental Protection Agency  
Health and Human Services  
Department of Housing and Urban Development  
Department of Solar Energy and Energy Conservation Bank  
Interior, Department of  
Bureau of Land Management  
Bureau of Indian Affairs  
Bureau of Mines  
Bureau of Reclamation  
Geological Survey  
Minerals Management Service  
U.S. Fish and Wildlife Service  
Labor, Department of  
Mine Safety and Health Administration  
Occupation Safety and Health Administration  
Transportation, Department of  
Federal Highway Administration  
Water Resources Council

**L.3 STATE AGENCIES**

Administrative Services, Department of  
Agriculture, Department of  
Soil and Water Conservation Commission  
Columbia River Gorge Commission  
Energy, Department of  
Environmental Quality, Department of  
Fish and Wildlife, Department of  
Forestry, Department of  
Geology and Mineral Industries, Department of  
Human Resources, Department of  
Consumer and Business Services, Department of  
Land Conservation and Development Commission  
Parks and Recreation, Department of  
State Lands, Division of  
Water Resources Department of

**L.4 LOCAL AGENCIES**

City Councils

County Courts

County Commissioner, Board of

Design Commissions

Historical Preservation Commission

Planning Commissions



# Quotation

05/13/2026

## EXHIBIT A

**To:**  
 Wes Miller  
 503-576-0595 (Cell)  
 wmillier@co.marion.or.us

**Project:**  
 Marion Co. Fresh Start Market -  
 Replacement Walk In Project  
 3020 Center St.  
 Salem, OR

**From:**  
 Curtis Restaurant Equipment  
 Bob Doughty  
 555 Shelley St.  
 Springfield, OR 97477-1115  
 541.746.7480  
 (541)746-7480 (Contact)  
 541-844-5471 (Cell)  
 r.doughty@curtisresteq.com

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Oregon Cooperative Procurement Program STATE CONTRACT #9499  
 Member must supply ORCPP member number on purchase order or when  
 placing order.

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Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>WALK-IN COOLER / FREEZER COMBINATION</b> Imperial Brown Model No. CUSTOM 12' - 6 1/16" x 12' - 6 1/16" x 8' - 1 1/2" rectangular outdoor freezer/cooler combo - 11' - 10 1/16" ID x 5' - 9 1/32" ID x 7' - 4" ID freezer (-10°F) (with floor) - 11' - 10 1/16" ID x 5' - 9 1/32" ID x 7' - 4" ID cooler (35°F) (with floor) Includes: Oregon Seal  4" urethane (R-32) NSF wall panels 5 1/2" wood frame urethane (R-44) NSF ceiling panels 3 1/2" high density urethane (R-28) NSF Hand-Truck Floor panels model 34" x 78" flush model G3 self-closing swing doors 4' LED light fixtures #LED-440079 for cooler or freezer application Low temp Chase Doors strip curtain Normal temp Chase Doors strip curtain 24" deep model #HTFi interior ramps Prefabricated floor seismic restraint system Combination interior cove base/seismic tie-down @ floor level Interior seismic tie-down @ ceiling level Sloped roof - Membrane roofing Sloped roof - ISO boards	\$61,720.00	\$61,720.00
	1 lt	Refrigeration System:	\$16,980.00	\$16,980.00

**Curtis Restaurant Equipment**

05/13/2026

Item	Qty	Description	Sell	Sell Total
		a. Freezer - Outdoor R454a split system w/ EcoNET 7475 BTU/H @ 9.5F TD, 16.7 hr runtime @ -10F inside/95F outside room, 100F @ cond. unit, 213ft altitude 1-year refrigeration system labor warranty (Freezer) 208-230V/1 $\phi$ /60Hz/2.25HP Scroll compressor MCA=18, MOPD =30, AWEF: 3.14 39.875W x 28.25D x 18.75H x 230lbs. (1) Russell R454a air cooled condensing unit #RFON230L4ADA-NT w/ (2) DSE motors (1A) & electric defrost (9.8A) 208-230V/1 $\phi$ /60Hz 43.625W x 15.5D x 18.125H x 47lbs. (1) Russell R454a Next-Gen All-Temp evaporator model #RAL6E079DDARSF Includes (1) ea. Russell outside line check valve for Next-Gen All-Temp evaporators (1-4 fans) (1) ea. Russell outside line solenoid valve for Next-Gen All-Temp evaporators (1-4 fans) 4-year extended compressor warranty (Freezer) 7980 BTU/H @ 9.9F TD, 12.5 hr runtime @ 35F inside/95F outside room, 100F @ cond. unit, 213ft altitude 1 ea. Cooler - Outdoor R454a split system w/ EcoNET 1-year refrigeration system labor warranty (Cooler) 208-230V/1 $\phi$ /60Hz/0.75HP Scroll compressor MCA=15, MOPD =15, AWEF: 7.6 27.875W x 28.25D x 18.75H x 195lbs. (1) Russell R454a air cooled condensing unit #RFON080M4ADA-NT w/ (1) DSE motors (0.8A) & air defrost 115V/1 $\phi$ /60Hz 27.125W x 15.5D x 18.125H x 42lbs. (1) Russell R454a Next-Gen All-Temp evaporator model #RAL6A081ADARSF Includes (1) ea. Russell outside line check valve for Next-Gen All-Temp evaporators (1-4 fans) (1) ea. Russell outside line solenoid valve for Next-Gen All-Temp evaporators (1-4 fans) 4-year extended compressor warranty (Cooler)		
1	lt	Est. Inbound Freight, fob Destination	\$975.00	\$975.00
1	lt	Curtis Existing Box(s) & Refrigeration Demolition, Disposal & Offloading & Assembly of New Boxes.	\$25,080.00	\$25,080.00
1	lt	CLAY'S WORK REVOLVES AROUND INSTALLING EVAPORTOR COILS FOR COOLER AND FREEZER, MOUNTING CONDENSING UNITS ON TOP OF WALK-IN BOX, INSTALLING REFRIGERATION LINE SETS, RUNNING CONDENSATE DRAIN LINES, EVACUATING, CHARGING REFRIGERATION SYSTEMS AND PERFORMING EQUIPMENT START-UP. ESTIMATE TO INSTALL NEW REFRIGERATION EQUIPMENT ON NEW	\$18,010.00	\$18,010.00

Item	Qty	Description	Sell	Sell Total
		<p>WALK-IN COOLER AND FREEZER BOXES. NEW BOXES AND EQUIPMENT SUPPLIED BY CUSTOMER.</p>		
		<p>ESTIMATE INCLUDES ACR COPPER, FITTINGS, INSULATION, COPPER CONDENSATE DRAIN, REFRIGERANT, AND PREVAILING WAGE LABOR TO COMPLETE.                      EXCULDES: PERMIT FEES, ELECTRICAL WORK, CONCRETE WORK                      WARRANTY: CLAY'S REFRIGERATION WILL PROVIDE A 1-YEAR LABOR WARRANTY ON WORK PERFORMED AND MATERIALS PROVIDED</p>		
		<p>Terms &amp; Conditions                      We are pleased to provide a quote as outlined above. This quote is for repairs only, it does not include diagnostic charges or previous repair trips.                      Quote includes parts, freight, and labor charges to complete the recommended repairs.                      Limited warranty: Parts carry the manufacturer warranty. Clay's Refrigeration will provide 90-days labor warranty.                      Unless previously arranged, the entire invoice is due upon completion of described work. Any payment not received within 30 days from completion of work is subject to interest.                      All work that has been quoted is to be done during regular business hours of Monday through Friday, 8:00 5:00 p.m. unless otherwise specified                      in the estimate. Any alterations or deviations from the specifications outlined in the quoted estimate may involve extra costs, including but not limited to: scheduling outside of regular business hours, and will be executed only upon written orders by the client, and will become an extra charge over and above the above estimate. Any order change may impact the scheduled and specified completion times and date.                      Cancellation of Special-order items may incur costs such as non-refundable shipping and or restocking fees</p>		
			<b>ITEM TOTAL:</b>	<b>\$122,765.00</b>
<b>WALK-IN COOLER SHELVING PKG.</b>				

Item	Qty	Description	Sell	Sell Total
2	20 ea	<b>WIRE SHELVING</b> Olympic Model No. J1848K Packed 4 ea Shelf, wire, 18" x 48", chromate with Olympic Green-Guard™ epoxy finish, NSF Dimensions 48(w) x 18(d)	\$34.65	\$693.00
	10 ea	J1842K Shelf, wire, 18" x 42", chromate with Olympic Green-Guard™ epoxy finish, NSF	\$34.10	\$341.00
	10 ea	1 year warranty against manufacturing defects		
	10 ea	7 year warranty against rust and corrosion		
	24 ea	J63K Post 63", stationary, grooved at 1" increments, includes leveling bolt & cap, chromate with Olympic Green-Guard™ epoxy finish, NSF	\$13.15	\$315.60
			<b>ITEM TOTAL:</b>	<b>\$1,349.60</b>
<b>WALK-IN FREEZER SHELVING PKG.</b>				
3	20 ea	<b>WIRE SHELVING</b> Olympic Model No. J1848C Packed 4 ea Shelf, wire, 18" x 48", chromate finish, NSF Dimensions 48(w) x 18(d)	\$32.90	\$658.00
	10 ea	J1842C Shelf, wire, 18" x 42", chromate finish, NSF	\$32.40	\$324.00
	10 ea	1 year warranty against manufacturing defects		
	24 ea	J63C Post 63", stationary, grooved at 1" intervals, includes leveling bolt & cap, chromate finish, NSF	\$12.55	\$301.20
			<b>ITEM TOTAL:</b>	<b>\$1,283.20</b>
			Total	\$125,397.80

Prices Good Until: 06/30/2026

**Freight is Included in the quote.**

- \*Pricing good for 30 days
- \*Prevailing Wage rates have been utilized
- \*Deliver all buy-out and custom food-service equipment as specified and approved - off-load, un-crate and move into building
- \*Set equipment in place per plan
- \*Includes Oregon CAT Tax

**GENERAL:**

- \*All utility rough-in, permits, penetrations, disconnects, stops, fittings with interconnections and final connections from point of rough-in to individual pieces of equipment by **Owner**
- \*All Final Electrical Connections by **Owner**
- \*All drain lines run from Evaporator by **Clays**
- \*Plumbing line insulation by **Clays**
- \*Includes; Seismic engineered drawings for Walk-In Boxes
- \*All permits not included

**SCHEDULING:**

\*Orders will not be generated nor submitted until completion of field measurements and approvals of drawings from Owner.

\*Scheduling of project can be estimated, but not guaranteed without signed approvals from Owner.

*To cover the cost of credit card acceptance, we pass on a 3.0% credit card fee. This goes directly to our processor, we do not profit from it.*

*This fee is not more than the cost of accepting these cards. There is no fee for debit cards or ACH.*

*Notwithstanding any other provision in this agreement. Cost increases that arise on items due to project delays and are not the fault of Curtis will be recoverable as a Change Order. Certain items require field measurements and cannot be ordered in advance of particular construction progress points to hold pricing. (Example: hoods, customer fabrication, space restraint walk-in units, etc.)*

*\*Any State and/or Local Sales Tax is not included in the Total Quoted Price and shall be paid by the Purchaser at the time of invoicing*

*\*\*Custom Fabricated items are non-refundable and non-returnable*

**Force Majeure:** *Nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.*



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 6/10/26

Department: Health & Human Services

Title: Lease for Iris House - 2420 Greenway Dr. NE

Management Update/Work Session Date: 5/26/26 Audio/Visual aids

Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Approval of the lease agreement with OSH to lease Iris House (Cottage 4).

Issue, Description & Background: Marion County Health & Human Services (MCHHS) is leasing a 2,940-square-foot home located at 2420 Greenway Dr. NE (Cottage R04) from the Oregon State Hospital (OSH) for use as client program housing.

Financial Impacts: Health and Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: NA

List of attachments: Lease Agreement and Exhibits A, B

Presenter: Debbie Wells

Department Head Signature: Troy Gregg  
Troy Gregg (May 6, 2026 08:43:55 PDT)

# Contract Review Sheet

Lease Agreement

**HE-7089-26**

Title: Iris House - 2420 Greenway Dr. NE

Contractor's Name: Oregon State Hospital

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: July 1, 2026

Expires: June 30, 2031

Original Contract Amount: \$ 120,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 120,000.00 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

## Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) is leasing a 2,940-square-foot home located at 2420 Greenway Dr. NE (Cottage R04) from the Oregon State Hospital (OSH) for use as client program housing.

Desired BOC Session Date: 6/10/2026

Contract should be in DocuSign by: 5/20/2026

Agenda Planning Date: 5/28/2026

Printed packets due in Finance: 5/26/2026

Management Update: 5/26/2026

BOC upload / Board Session email: 5/27/2026

BOC Session Presenter(s) Debbie Wells

Code: Y

## REQUIRED APPROVALS



05/06/2026

Finance - Contracts

Date



Kristina Ballow (May 6, 2026 06:47:37 PDT)

05/06/2026

Contract Specialist

Date



05/13/2026

Legal Counsel

Date



Jan Fritz (May 13, 2026 13:31:50 PDT)

05/13/2026

Chief Administrative Officer

Date

## LEASE AGREEMENT (NO. HE-7089-26)

### (Oregon State Hospital – Salem)

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into effective as of July 1, 2026 (the “**Effective Date**”), by and between the State of Oregon, acting by and through the Oregon Health Authority, through the Oregon State Hospital (“**Landlord**”), and Marion County, a political division of the State of Oregon, acting by and through the Marion County Health and Human Services Department (“**Tenant**”). Landlord and Tenant are each a “**Party**” and together the “**Parties.**”

### RECITALS

A. Landlord owns and operates certain buildings and other improvements in Salem, Marion County, Oregon, known as the Oregon State Hospital – Salem (the “**OSH Campus**”).

B. The OSH Campus includes a residential structure known as Cottage 4 – Iris House (the “**Residence**”). The Residence (approximately 2,940 square feet) and the surrounding property are the “**Premises.**” The Premises are shown on Exhibit A.

C. The Parties were parties to that certain Intergovernmental Office Space Lease Agreement (DAS Lease #3342) for the Premises dated December 22, 2017, as amended March 11, 2019 and July 11, 2022 (as so amended, the “**Existing Lease**”). The Existing Lease expires June 30, 2026.

D. The Parties acknowledge and agree that they are entering into this new Lease in order to simplify and update the documentation of their agreements concerning the Premises going forward. As of the Commencement Date (as defined below), this Lease supersedes and cancels the Existing Lease in its entirety, except for any outstanding obligations thereunder of the Parties.

### AGREEMENTS

For good and valuable consideration, the Parties agree as follows:

#### 1. Premises.

1.1 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

The Premises address is:

Oregon State Hospital – Salem  
Iris House  
2420 Greenway Dr. NE  
Salem, Oregon 97301  
Marion County

1.2 Tenant understands, acknowledges and agrees that it is leasing the Premises from Landlord “As Is,” without any representations or warranties from Landlord regarding the condition of the Premises.

1.3 The Premises include half of the driveway (the “**Shared Driveway**”) that straddles the Premises and the property located adjacent to and east of the Premises, specifically 2430 Greenway Dr. NE (the “**Neighboring Property**”). Tenant understands, acknowledges and agrees that the Shared Driveway serves the Neighboring Property as well as the Premises, and that Tenant and authorized users of the Neighboring Property have the same rights to use the Shared Driveway. As of the Effective Date, Tenant is the lessee of the Neighboring Property.

## 2. Term.

2.1 Generally. The term of this Lease (the “**Initial Term**”) is five (5) years, commencing July 1, 2026 (the “**Commencement Date**”) and expiring June 30, 2031 (the “**Expiration Date**”). Any reference in this Lease to “**Term**” means the Initial Term, an Extension Term (as defined in Section 2.2 below) or both, as the context may so require.

2.2 Extension of Term. So long as there is not then any material Tenant Default under this Lease (as defined in Section 23.1 below), Tenant may extend the Term of this Lease for a period of three (3) years (the “**Extension Term**”). With the exception of the amount of Monthly Extension Rent (as defined and set forth in Section 3.3 below), and any terms or conditions that the Parties modify in writing, all terms and conditions of this Lease will apply during the Extension Term. To extend the Term of this Lease, Tenant shall deliver notice to Landlord at least sixty (60) days before to the Expiration Date.

## 3. Monthly Rent.

3.1 Monthly Rent. “**Monthly Rent**” commences at \$1,740.63 per month for the first year of the Lease, and will increase every year by three percent (3%), including for any Extension Term.

3.2 Payment of Monthly Rent. From and after the Commencement Date, and throughout the Term of this Lease, Tenant shall pay Monthly Rent to Landlord, in advance, on or before the fifth (5<sup>th</sup>) day of each month, without notice or demand and without offset or deduction except as specifically provided in this Lease, and at Landlord’s Address (as defined in Section 27.1 below). Monthly Rent for any partial calendar month will be prorated on a per diem basis, based on a 365-day calendar year.

3.3 Monthly Extension Rent. The Monthly Rent for the Extension Term (the “**Monthly Extension Rent**”) will be based on the Monthly Rent during the last year of the Initial Term, as escalated pursuant to Section 3.1 above.

## 4. Use.

4.1 Authorized Use. Tenant shall use the Premises for residential treatment services for

individuals with mental illnesses, and for no other purpose.

4.2 Laws and Ordinances. Tenant shall use the Premises in compliance with any and all applicable federal, state and local laws, ordinances, codes, regulations and rules (“**Laws and Ordinances**”).

4.3 ADA. Tenant shall keep the interior of the Residence in compliance with all applicable provisions of the Americans with Disabilities Act (ADA).

4.4 Hazardous Materials. Tenant shall not use, place or allow any Hazardous Materials on the Premises, except for amounts normal and appropriate for Tenant’s use of the Premises, stored, used and disposed of in strict compliance with all applicable Laws and Ordinances. “**Hazardous Materials**” includes, without limitation, any and all substances, pollutants, contaminants, materials or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials, or any other similar term in or under any applicable Law or Ordinance. Hazardous Materials also includes, without limitation, fuels, petroleum and petroleum-derived products.

4.5 No Tobacco Use. Smoking, vaping, and the use of any kind of tobacco product in or on the Premises or elsewhere on the OSH Campus is prohibited, pursuant to DHS/OHA Policy 060-041 (Tobacco Free Campus Policy).

5. **Parking**. The Premises include on-site parking.

6. **Background Checks**.

6.1 Tenant shall:

(a) using ORCHARDS (Oregon Criminal History and Abuse Records Data System), perform background checks on all of Tenant’s agents and employees providing services on the Premises during the Term of this Lease (such persons collectively being “**Tenant’s On-Premises Individuals**”);

(b) retain all records relating to such background checks for Tenant’s On-Premises Individuals;

(c) promptly notify Landlord of any changes in the status of a background check for any of Tenant’s On-Premises Individuals; and

(d) upon Landlord’s request, which will include a reasonable basis for requesting such records, promptly deliver to Landlord any background check records for Tenant’s On-Premises Individuals that Tenant is legally permitted to provide.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant’s On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant’s On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

**7. Utilities and Services.**

7.1 Utilities and Services Table.

<b>Utility/Service</b>	<b>Provided by Landlord</b>	<b>Arranged by Tenant</b>
Water	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash removal	X	
Recycling		X
Janitorial services and supplies		X
Window washing		X
Snow and ice removal		X
Security		X
Pest control		X
Phone and data service		X

7.2 Provided by Landlord. Landlord shall arrange for the utilities and services listed in the table above as “Provided by Landlord” to be provided to the Premises. The costs of such utilities and services are included in the Monthly Rent.

7.3 Arranged by Tenant. Tenant shall arrange for the utilities and services listed in the table above as “Arranged by Tenant” to be provided to the Premises. Tenant shall directly pay the costs thereof to the providers.

**8. Maintenance, Repair and Replacement Obligations – Landlord.**

8.1 Generally. Landlord shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) exterior maintenance and repairs;
- (b) HVAC system: maintenance and upgrades;
- (c) exterior lighting fixtures;
- (d) roof;

- (e) gutters;
- (f) exterior walls;
- (g) bearing walls;
- (h) structural members;
- (i) foundation;
- (j) sidewalks and curbs;
- (k) parking lot;
- (l) exterior doors;
- (m) plumbing;
- (n) electrical;
- (o) locks and keys for exterior doors;
- (p) damage from groundwater and storms; and
- (q) mowing and tree and shrub maintenance.

Landlord's obligations under this Section 8 do not include any maintenance, repair or replacement that Tenant is obligated to perform pursuant to Section 9 below.

8.2 Work Standards. Landlord shall perform its maintenance, repair and replacement obligations under this Section 8 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

## **9. Maintenance, Repair and Replacement Obligations – Tenant.**

9.1 Generally. Tenant shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) HVAC system: bi-annual filter replacement;
- (b) interior walls, ceilings and doors;
- (c) window hardware;
- (d) indoor light fixtures;

- (e) smoke detectors;
- (f) switches;
- (g) air filter replacement;
- (h) lightbulb replacement;
- (i) flowerbed and garden maintenance;
- (j) lawn edging and watering;
- (k) interior painting; and
- (l) any other maintenance, repair or replacement, except as specifically set forth as a Landlord obligation in Section 8 above, that is reasonably necessary to keep the Premises in good order and condition.

9.2 Appliances. As of the Effective Date, Landlord owns the following appliances on the Premises: washer, dryer, stove and refrigerator (the “**Appliances**”). Tenant’s obligations under Section 9.1 above include the maintenance and repair of the Appliances, and the replacement of any Appliances when they have reached the end of their useful life, or as may reasonably be requested by Landlord based on their condition. Tenant shall replace any such Appliances with appliances of the same or better quality. For the avoidance of doubt, all such replaced Appliances will remain the property of Landlord.

9.3 Work Standards. Tenant shall perform its maintenance, repair and replacement obligations under this Section 9 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

**10. Maintenance, Repair and Replacement Obligations – Shared by Parties.** The Parties shall negotiate and equally share the costs of performing the following maintenance, repair and replacement work on the Premises, as such work is necessary or advisable to keep the Premises in good order and condition:

- 10.1 interior painting;
- 10.2 carpet and flooring; and
- 10.3 countertops.

**11. Tenant’s Improvements and Alterations.**

11.1 Nonstructural. Tenant may, at its sole cost and expense:

(a) without Landlord's consent (but after notice thereof is given to Landlord), make nonstructural improvements and alterations to the Premises; and

(b) without notice to Landlord or Landlord's consent, place partitions, personal property, trade fixtures and the like in and on the Premises. Tenant shall retain ownership of all such partitions, personal property, trade fixtures and the like.

11.2 Structural. Tenant shall not make any improvements or alterations to the Premises that modify or affect the Premises structure or the proper operation of a mechanical system, without Landlord's prior consent, which Landlord may withhold in its sole discretion. Tenant shall make any such permitted improvements or alterations at its sole cost and expense and using a contractor of its own choosing, and in a manner so as to minimize interference with the use and enjoyment of the OSH Campus by any other tenants or by any patients, employees or visitors. Any such improvements or alterations will become part of the Premises, and will be surrendered with the Premises upon the expiration or earlier termination of this Lease.

11.3 Performance of Work. Any improvements or alterations that Tenant makes to the Premises will be made in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances and with all required permits and inspections for such work. Upon Landlord's request, Tenant shall provide Landlord with reasonable supporting documentation relating to such work.

**12. Landlord's Entry.** Landlord, its agents and employees may enter the Premises with at least twenty-four (24) hours' prior notice specifying the date and time of entry; or, in the event of an emergency, at any time with no prior notice. Landlord shall use its reasonable best efforts to conduct any non-emergency entry in order to minimize interference with Tenant's operations on the Premises. Landlord's entry may be for the purposes of performing any work pursuant to its obligations under Section 8 above; confirming Tenant's compliance with the provisions of this Lease; or for any other purpose related to this Lease, in Landlord's reasonable discretion.

**13. Rules and Regulations.** Tenant shall comply with any and all posted rules and regulations for the OSH Campus.

**14. Signage.** Tenant shall not install any exterior signage on the Premises without Landlord's prior consent.

**15. Insurance.**

15.1 Landlord's Insurance Coverage. Landlord is self-insured for its property and liability exposures, pursuant and subject to the Oregon Constitution and the Oregon Tort Claims Act ("**Tenant's Insurance Coverage**"). A current Certificate of Insurance for Landlord's Insurance Coverage is available at <http://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx>.

15.2 Tenant's Insurance Coverage. During the Term of this Lease, Tenant shall maintain the insurance set forth in Exhibit B.

## **16. Contribution.**

16.1 Other Party Notification. If any third party makes any claim or brings any action, suit or proceeding relating to this Lease or the Premises and alleging a tort as now or hereafter defined in ORS 30.260 (a “**Third-Party Claim**”) against a Party (the “**Notified Party**”) with respect to which the other Party (the “**Other Party**”) may have liability, the Notified Party shall promptly notify the Other Party 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 Section 16.1 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.

16.2 Tenant Jointly Liable with Landlord. With respect to a Third-Party Claim for which Tenant is jointly liable with Landlord (or would be if joined in the Third-Party Claim), Tenant 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 Landlord in such proportion as is appropriate to reflect the relative fault of Tenant on the one hand and of Landlord 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 Tenant on the one hand and of Landlord 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. Tenant’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Tenant had sole liability in the proceeding.

16.3 Landlord Jointly Liable with Tenant. With respect to a Third-Party Claim for which Landlord is jointly liable with Tenant (or would be if joined in the Third-Party Claim), Landlord 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 Tenant in such proportion as is appropriate to reflect the relative fault of Landlord on the one hand and of Tenant 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 Landlord on the one hand and of Tenant 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. Landlord’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.

**17. Assignment and Subletting.** Tenant shall not voluntarily or by operation of law assign this Lease or sublet any portion of the Premises without Landlord’s prior consent, which Landlord may withhold, condition or delay in its sole discretion. Any assignment or sublet in

contravention of this Section 17 will be deemed null and void.

**18. Liens.** Tenant shall pay when due all claims for work performed on the Premises by or through Tenant or for services rendered or materials furnished to the Premises for Tenant, and shall keep the Premises free from any liens arising by or through Tenant. If any such lien shall at any time be filed against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record or bonded off, as permitted by statute, within thirty (30) days after Tenant's receipt of written notice of same.

**19. Surrender; Holdover.**

19.1 Surrender. Tenant shall, upon the expiration or earlier termination of this Lease, surrender the Premises to Landlord broom clean, in first-class condition and repair, except for ordinary wear and tear and damage from any "Casualties" (e.g., floods, hurricanes, tornados, storms, fires, explosions, lightning or earthquakes) or Force Majeure Event (as defined in Section 28.11 below).

19.2 Holdover. If Tenant fails to surrender the Premises as required by Section 19.1 above, and Landlord does not, within ten (10) business days after such expiration or termination, deliver to Tenant a notice of eviction, such holding over by Tenant shall create a tenancy from month to month, with Monthly Rent to be one hundred fifty percent (150%) of the Monthly Rent for the immediately preceding month.

**20. Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Term, without any interruption or disturbance from Landlord or any party claiming by, through or under Landlord.

**21. Interest Rate.** Except as otherwise specifically provided in this Lease, any payment due hereunder by one Party to the other Party shall accrue interest at the maximum rate permitted under ORS 293.462, as it may be amended or replaced from time to time, from the date the payment is past due until the past-due payment and all interest thereon are paid in full.

**22. Representations and Warranties.**

22.1 Landlord. Landlord represents and warrants to Tenant that Landlord is a State of Oregon agency, duly organized and validly existing; that Landlord has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Landlord is authorized by Landlord to bind Landlord to this Lease. Upon Tenant's request, Landlord shall provide Tenant with evidence reasonably satisfactory to Tenant confirming the foregoing.

22.2 Tenant. Tenant represents and warrants to Landlord that Tenant has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Tenant is authorized by Tenant to Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing.

## 23. Tenant Default.

23.1 Default. The following will be events of default by Tenant (“**Tenant Default**”):

(a) *Nonpayment of Monthly Rent*: Tenant’s failure to pay Landlord any Monthly Rent within ten (10) days after notice from Landlord specifying the nonpayment.

(b) *Other Nonperformance*. Other than a nonpayment described in Section 23.1(a) above, Tenant’s failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Landlord specifying the nature of the failure with reasonable particularity; or, if Tenant cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Tenant can cure the failure with reasonable good faith and diligence; provided, however, that such cure period shall not exceed one hundred eighty (180) days.

23.2 Remedies. Upon any Tenant Default, Landlord may exercise any one or more of the following remedies:

(a) *Cure*. At Tenant’s cost and expense, Landlord may perform Tenant’s unperformed obligations that gave rise to the Tenant Default, and charge all such costs and expenses to Tenant pursuant to this Lease, which Tenant shall pay within thirty (30) days after Landlord delivers an invoice therefor, together with reasonable supporting documentation (including receipts and invoices from service and materials providers) of such costs and expenses.

(b) *Termination*. With at least thirty (30) days’ notice to Tenant, Landlord may terminate this Lease, re-enter and take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages to Tenant, its property, any other persons or their property.

(c) *Reletting*. Landlord may relet the Premises, and in connection therewith may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord will not be required to relet the Premises for any use or purpose that Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the Term of this Lease, and upon any reasonable terms and conditions, including the granting of rent-free occupancy or other rent concessions.

(d) *Right to Sue*. Landlord may sue periodically to recover damages as they accrue without barring a later action for further damages.

(e) *Damages*. Landlord will be entitled to recover from Tenant any and all damages arising from a Tenant Default, including the following:

- (i) all costs and expenses of curing the Tenant Default;
- (ii) the reasonable costs of reentry and reletting, including, without limitation, the

costs of any clean up, refurbishing, removal of Tenant's property and fixtures and any other expense arising from Tenant's failure to surrender the Premises in the condition required by Section 19.1 above; and

(iii) the loss of Monthly Rent for the Premises from the date of the Tenant Default until a new tenant for the Premises has been, or with the exercise of reasonable efforts could have been, secured.

(f) *Other.* The foregoing remedies will be in addition to and shall not exclude any other remedy available to Landlord in law or equity.

## **24. Landlord Default.**

24.1 Default. The following will be events of default by Landlord ("**Landlord Default**"):

Landlord's failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Tenant specifying the nature of the failure with reasonable particularity; provided, however, that if Landlord cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Landlord can cure the failure with reasonable good faith and diligence, provided that such cure period shall not exceed one hundred eighty (180) days.

24.2 Remedies. Upon any Landlord Default, Tenant may exercise any remedy available in law or equity and is entitled to recover from Landlord any and all damages arising from a Landlord Default, including any and all costs and expenses of performing Landlord's unperformed obligations that gave rise to the Landlord Default.

**25. Termination for Convenience.** Landlord or Tenant may terminate this Lease with at least thirty (30) days' notice, for any reason, at such Party's discretion.

**26. Health Insurance Portability and Accountability Act.** Landlord and Tenant are "covered entities" and/or "business associates" for the purposes of the provisions of the Health Insurance Portability and Accountability Act ("**HIPAA**") of 1996, Public Law 104-191, Title II, Subtitle F, Administrative Simplification. The Parties shall take such action as is necessary to amend this Lease from time to time as needed for compliance with the requirements of the Security and Privacy Rules and other provisions of HIPAA.

## **27. Notices.**

27.1 Addresses; General Notice Requirements.

(a) *Addresses.* A Party's "**Address**" means the address set forth beneath that Party's signature on this Lease.

(b) *General Notice Requirements.* Any notices, demands, deliveries or other communications required under this Lease will be made in writing and delivered by one of the

methods set forth in Section 27.2 below to Landlord’s Address or Tenant’s Address, as the case may be, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 27.2 below.

27.2 Delivery.

<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax will be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Lease for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline will be deemed extended to the next business day.

**28. Miscellaneous.**

28.1 Time is of the Essence. Time is of the essence in relation to the Parties’ performance of any and all of their obligations under this Lease.

28.2 Calculation of Days. Any reference in this Lease to “days” shall mean calendar days, unless specified as “business days.” A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

28.3 Consent. Unless otherwise specifically stated herein, any consent by a Party will not be unreasonably withheld, conditioned or delayed.

28.4 Integration. This Lease constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Lease that are not specified herein.

28.5 Amendments. This Lease may be amended or modified only by a written instrument signed by both Parties.

28.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Lease by the other Party will be deemed a waiver of nor prejudice the other Party’s right to otherwise require performance of the same provision, or any other provision.

28.7 Severability. If any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any Law or Ordinance, the validity of the remaining

terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Lease did not contain the particular term or provision held to be invalid.

28.8 Counterparts. This Lease and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

28.9 Governing Law; Consent to Jurisdiction. This Lease 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 between Landlord (or any other agency or department of the State of Oregon) and Tenant that arises from or relates to this Lease will be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each Party hereby consents to the exclusive jurisdiction of the foregoing courts, waives any objection to venue and waives any claim that such forums are an inconvenient forum. In no event shall this Section 28.9 or any other provision of this Lease 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, or consent by the State of Oregon to the jurisdiction of any court.

28.10 No Presumption against Drafter. No inference, presumption or conclusion will be drawn against either Party by virtue of that Party having drafted this Lease or any portion thereof.

28.11 Force Majeure. Except for Tenant's continuing obligation to pay Monthly Rent under this Lease, a Party will not be liable for any delay in performance under this Lease, other than payment of any money to the other Party, if such delay is caused by Casualties, strikes, lockouts, riots, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party (any such event being a "**Force Majeure Event**").

28.12 Exhibits. The Exhibits listed below are incorporated as part of this Lease:

Exhibit A: Premises  
Exhibit B: Tenant's Insurance Coverage

*[remainder of this page intentionally left blank]*

Each person signing this Lease below on behalf of a Party represents and warrants that such person is duly authorized by that Party and has legal capacity to do so.

**LANDLORD:**

The State of Oregon, acting by and through the Oregon Health Authority,  
through the Oregon State Hospital

Signature \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

---

**Landlord's Address**

Name: Oregon State Hospital, Salem  
Address: 2600 Center Street NE  
City, State, ZIP: Salem, Oregon 97301  
ATTN: Facilities Management  
Phone Number: 503-945-2800  
Email Address: osh-real-property@oha.oregon.gov

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**TENANT:**

Marion County, a political division of the State of Oregon,  
acting by and through the Marion County Health and Human Services Department

Signature See County signature page  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

---

**Tenant's Address**

Name: Marion County Health and Human Services Department  
Address: 3160 Center Street NE  
City, State, ZIP: Salem, Oregon 97301  
ATTN: Department Director or Administrator  
Phone Number: 503-361-2670  
Email Address: Health\_Contracts@co.marion.or.us

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#1(ser)

**MARION COUNTY SIGNATURES FOR  
IRIS HOUSE - 2420 GREENWAY DR. NE - HE-7089-26  
between  
MARION COUNTY and OREGON STATE HOSPITAL**

**BOARD OF COMMISSIONERS:**

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Chair \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: *Troy Gregg* Troy Gregg (May 6, 2026 08:43:55 PDT) 05/06/2026  
Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: *Jan Fritz* Jan Fritz (May 13, 2026 13:31:50 PDT) 05/13/2026  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: *Andrew Wittendorf* 05/13/2026  
Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: *Chalyce McDade* 05/06/2026  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**

**Premises**



## EXHIBIT B

### **Tenant's Insurance Coverage**

*Any capitalized term used but not defined in this Exhibit will have the definition set forth in the Lease to which it is attached.*

**1. Generally.** During the Term of the Lease, Tenant shall obtain and keep in effect Tenant's Insurance Coverage as set forth in Section 2 below. Tenant's Insurance Coverage will be issued by an insurance company authorized to do business in the State of Oregon. Tenant shall pay for all deductibles, self-insurance retention and self-insurance, if any. A combination of primary and excess/umbrella insurance may be used to meet the required limits of Tenant's Insurance Coverage.

**2. Types of Coverage.** Tenant shall obtain and keep in effect during the Term of the Lease the following Tenant's Insurance Coverage:

2.1 General Liability: a commercial general liability policy, covering bodily injury and property damage and providing contractual liability coverage for Tenant's contribution under Section 16 of the Lease. The policy shall include coverage for personal and advertising injury liability, products and completed operations and have no limitation of coverage to designated premises, project or operation. Coverage will be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence, with an annual aggregate of not less than \$4,000,000.00.

2.2 Workers' Compensation: if Tenant employs any "subject worker" as defined in ORS 656.027, workers' compensation insurance for those workers, with statutory limits, and employer's liability insurance, with limits not less than \$500,000.00 per each accident or disease.

**3. Additional Insured.** All of Tenant's Insurance Coverage, except for workers' compensation, shall include an "**Additional Insured**" endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Tenant's activities to be performed under the Lease. Coverage will be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Tenant's ongoing operations will be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations will be on ISO form CG 20 37 07 04 or equivalent.

**4. Tail Coverage.** If any of Tenant's Insurance Coverage is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Tenant shall maintain either tail coverage or continuous claims-made liability coverage, provided the effective date of the continuous claims-made coverage is on or before the Effective Date, for a minimum of twenty-four (24) months following the later of:

- 4.1 Landlord's or Tenant's termination of the Lease; or
- 4.2 the expiration of all warranty periods provided under the Lease.

**5. Certificate and Proof of Insurance.** Within fifteen (15) business days after its signature on the Lease, Tenant shall provide to Landlord a "**Certificate of Insurance**" for all of Tenant's Insurance Coverage. The Certificate of Insurance will list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate of Insurance shall also include all required endorsements or copies of applicable policy language effecting coverage required under the Lease. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance will include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Landlord may request, and Tenant shall deliver to Landlord, copies of insurance policies and endorsements relating to the insurance requirements in the Lease.

**6. Change or Cancellation.** Tenant shall provide at least thirty (30) days' prior notice to Landlord before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Should the terms and conditions of Tenant's Insurance Coverage change during the Term of the Lease, Landlord may require Tenant to replace any coverage omitted or deleted by such change.

**7. Insurance Requirement Review.** Tenant agrees to Landlord's periodic review of the requirements for Tenant's Insurance Coverage under Section 2 above, and to provide an updated Certificate of Insurance as reasonably requested by Landlord.

**8. Landlord Acceptance.** All insurance providers are subject to Landlord acceptance. If requested by Landlord, Tenant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Landlord's representatives responsible for verification of Tenant's Insurance Coverage.



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 6/10/26

Department: Health & Human Services

Title: Lease for Client Housing - 2430 Greenway Dr. NE (Cottage R05)

Management Update/Work Session Date: 5/26/26 Audio/Visual aids

Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Approval of the lease agreement with OSH to lease Cottage 5.

Issue, Description & Background: Marion County Health & Human Services (MCHHS) is leasing a 3,017-square-foot home located at 2430 Greenway Dr. NE (Cottage R05) from the Oregon State Hospital (OSH) for use as client program housing.

Financial Impacts: Health and Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: NA

List of attachments: Lease Agreement and Exhibits A, B

Presenter: Phil Blea

Department Head Signature: Troy Gregg  
Troy Gregg (May 6, 2026 08:36:51 PDT)

# Contract Review Sheet

Lease Agreement

**HE-7090-26**

Title: Client Housing - 2430 Greenway Dr. NE (Cottage R05)

Contractor's Name: Oregon State Hospital

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: July 1, 2026

Expires: June 30, 2031

Original Contract Amount: \$ 120,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 120,000.00 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

## Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) is leasing a 3,017-square-foot home located at 2430 Greenway Dr. NE (Cottage R05) from the Oregon State Hospital (OSH) for use as client program housing.

Desired BOC Session Date: 6/10/2026

Contract should be in DocuSign by: 5/20/2026

Agenda Planning Date: 5/28/2026

Printed packets due in Finance: 5/26/2026

Management Update: 5/26/2026

BOC upload / Board Session email: 5/27/2026

BOC Session Presenter(s) Phil Blea

Code: Y

## REQUIRED APPROVALS



05/06/2026

Finance - Contracts

Date



Kristina Ballow (May 6, 2026 06:47:53 PDT)

05/06/2026

Contract Specialist

Date



05/13/2026

Legal Counsel

Date



Jan Fritz (May 13, 2026 15:00:55 PDT)

05/13/2026

Chief Administrative Officer

Date

## LEASE AGREEMENT (NO. HE-7090-26)

### (Oregon State Hospital – Salem)

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into effective as of July 1, 2026 (the “**Effective Date**”), by and between the State of Oregon, acting by and through the Oregon Health Authority, through the Oregon State Hospital (“**Landlord**”), and Marion County, a political division of the State of Oregon, acting by and through the Marion County Health and Human Services Department (“**Tenant**”). Landlord and Tenant are each a “**Party**” and together the “**Parties.**”

### RECITALS

- A. Landlord owns and operates certain buildings and other improvements in Salem, Marion County, Oregon, known as the Oregon State Hospital – Salem (the “**OSH Campus**”).
- B. The OSH Campus includes a residential structure known as Cottage 5 (the “**Residence**”). The Residence (approximately 3,017 square feet) and the surrounding property are the “**Premises.**” The Premises are shown on Exhibit A.
- C. The Parties were parties to that certain Intergovernmental Office Space Lease Agreement (DAS Lease #3343) for the Premises dated December 22, 2017, as amended March 11, 2019 and July 11, 2022 (as so amended, the “**Existing Lease**”). The Existing Lease expires June 30, 2026.
- D. The Parties acknowledge and agree that they are entering into this new Lease in order to simplify and update the documentation of their agreements concerning the Premises going forward. As of the Commencement Date (as defined below), this Lease supersedes and cancels the Existing Lease in its entirety, except for any outstanding obligations thereunder of the Parties.

### AGREEMENTS

For good and valuable consideration, the Parties agree as follows:

#### 1. Premises.

1.1 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

The Premises address is:

Oregon State Hospital – Salem  
2430 Greenway Dr. NE  
Salem, Oregon 97301  
Marion County

1.2 Tenant understands, acknowledges and agrees that it is leasing the Premises from Landlord “As Is,” without any representations or warranties from Landlord regarding the condition of the Premises.

1.3 The Premises include half of the driveway (the “**Shared Driveway**”) that straddles the Premises and the property located adjacent to and west of the Premises, specifically 2420 Greenway Dr. NE (the “**Neighboring Property**”). Tenant understands, acknowledges and agrees that the Shared Driveway serves the Neighboring Property as well as the Premises, and that Tenant and authorized users of the Neighboring Property have the same rights to use the Shared Driveway. As of the Effective Date, Tenant is the lessee of the Neighboring Property.

## **2. Term.**

2.1 Generally. The term of this Lease (the “**Initial Term**”) is five (5) years, commencing July 1, 2026 (the “**Commencement Date**”) and expiring June 30, 2031 (the “**Expiration Date**”). Any reference in this Lease to “**Term**” means the Initial Term, an Extension Term (as defined in Section 2.2 below) or both, as the context may so require.

2.2 Extension of Term. So long as there is not then any material Tenant Default under this Lease (as defined in Section 23.1 below), Tenant may extend the Term of this Lease for a period of three (3) years (the “**Extension Term**”). With the exception of the amount of Monthly Extension Rent (as defined and set forth in Section 3.3 below), and any terms or conditions that the Parties modify in writing, all terms and conditions of this Lease will apply during the Extension Term. To extend the Term of this Lease, Tenant shall deliver notice to Landlord at least sixty (60) days before to the Expiration Date.

## **3. Monthly Rent.**

3.1 Monthly Rent. “**Monthly Rent**” commences at \$1,740.63 per month for the first year of the Lease, and will increase every year by three percent (3%), including for any Extension Term.

3.2 Payment of Monthly Rent. From and after the Commencement Date, and throughout the Term of this Lease, Tenant shall pay Monthly Rent to Landlord, in advance, on or before the fifth (5<sup>th</sup>) day of each month, without notice or demand and without offset or deduction except as specifically provided in this Lease, and at Landlord’s Address (as defined in Section 27.1 below). Monthly Rent for any partial calendar month will be prorated on a per diem basis, based on a 365-day calendar year.

3.3 Monthly Extension Rent. The Monthly Rent for the Extension Term (the “**Monthly Extension Rent**”) will be based on the Monthly Rent during the last year of the Initial Term, as escalated pursuant to Section 3.1 above.

## **4. Use.**

4.1 Authorized Use. Tenant shall use the Premises for residential treatment services for individuals with mental illnesses, and for no other purpose.

4.2 Laws and Ordinances. Tenant shall use the Premises in compliance with any and all applicable federal, state and local laws, ordinances, codes, regulations and rules (“**Laws and Ordinances**”).

4.3 ADA. Tenant shall keep the interior of the Residence in compliance with all applicable provisions of the Americans with Disabilities Act (ADA).

4.4 Hazardous Materials. Tenant shall not use, place or allow any Hazardous Materials on the Premises, except for amounts normal and appropriate for Tenant’s use of the Premises, stored, used and disposed of in strict compliance with all applicable Laws and Ordinances. “**Hazardous Materials**” includes, without limitation, any and all substances, pollutants, contaminants, materials or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials, or any other similar term in or under any applicable Law or Ordinance. Hazardous Materials also includes, without limitation, fuels, petroleum and petroleum-derived products.

4.5 No Tobacco Use. Smoking, vaping, and the use of any kind of tobacco product in or on the Premises or elsewhere on the OSH Campus is prohibited, pursuant to DHS/OHA Policy 060-041 (Tobacco Free Campus Policy).

**5. Parking.** The Premises include on-site parking.

**6. Background Checks.**

6.1 Tenant shall:

(a) using ORCHARDS (Oregon Criminal History and Abuse Records Data System), perform background checks on all of Tenant’s agents and employees providing services on the Premises during the Term of this Lease (such persons collectively being “**Tenant’s On-Premises Individuals**”);

(b) retain all records relating to such background checks for Tenant’s On-Premises Individuals;

(c) promptly notify Landlord of any changes in the status of a background check for any of Tenant’s On-Premises Individuals; and

(d) upon Landlord’s request, which will include a reasonable basis for requesting such records, promptly deliver to Landlord any background check records for Tenant’s On-Premises Individuals that Tenant is legally permitted to provide.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant’s On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant’s On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

**7. Utilities and Services.**

7.1 Utilities and Services Table.

<b>Utility/Service</b>	<b>Provided by Landlord</b>	<b>Arranged by Tenant</b>
Water	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash removal	X	
Recycling		X
Janitorial services and supplies		X
Window washing		X
Snow and ice removal		X
Security		X
Pest control		X
Phone and data service		X

7.2 Provided by Landlord. Landlord shall arrange for the utilities and services listed in the table above as “Provided by Landlord” to be provided to the Premises. The costs of such utilities and services are included in the Monthly Rent.

7.3 Arranged by Tenant. Tenant shall arrange for the utilities and services listed in the table above as “Arranged by Tenant” to be provided to the Premises. Tenant shall directly pay the costs thereof to the providers.

**8. Maintenance, Repair and Replacement Obligations – Landlord.**

8.1 Generally. Landlord shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) exterior maintenance and repairs;
- (b) HVAC system: maintenance and upgrades;
- (c) exterior lighting fixtures;
- (d) roof;
- (e) gutters;

- (f) exterior walls;
- (g) bearing walls;
- (h) structural members;
- (i) foundation;
- (j) sidewalks and curbs;
- (k) parking lot;
- (l) exterior doors;
- (m) plumbing;
- (n) electrical;
- (o) locks and keys for exterior doors;
- (p) damage from groundwater and storms; and
- (q) mowing and tree and shrub maintenance.

Landlord's obligations under this Section 8 do not include any maintenance, repair or replacement that Tenant is obligated to perform pursuant to Section 9 below.

8.2 Work Standards. Landlord shall perform its maintenance, repair and replacement obligations under this Section 8 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

## **9. Maintenance, Repair and Replacement Obligations – Tenant.**

9.1 Generally. Tenant shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) HVAC system: bi-annual filter replacement;
- (b) interior walls, ceilings and doors;
- (c) window hardware;
- (d) indoor light fixtures;

- (e) smoke detectors;
- (f) switches;
- (g) air filter replacement;
- (h) lightbulb replacement;
- (i) flowerbed and garden maintenance;
- (j) lawn edging and watering;
- (k) interior painting; and
- (l) any other maintenance, repair or replacement, except as specifically set forth as a Landlord obligation in Section 8 above, that is reasonably necessary to keep the Premises in good order and condition.

9.2 Appliances. As of the Effective Date, Landlord owns the following appliances on the Premises: washer, dryer, stove and refrigerator (the “**Appliances**”). Tenant’s obligations under Section 9.1 above include the maintenance and repair of the Appliances, and the replacement of any Appliances when they have reached the end of their useful life, or as may reasonably be requested by Landlord based on their condition. Tenant shall replace any such Appliances with appliances of the same or better quality. For the avoidance of doubt, all such replaced Appliances will remain the property of Landlord.

9.3 Work Standards. Tenant shall perform its maintenance, repair and replacement obligations under this Section 9 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

**10. Maintenance, Repair and Replacement Obligations – Shared by Parties.** The Parties shall negotiate and equally share the costs of performing the following maintenance, repair and replacement work on the Premises, as such work is necessary or advisable to keep the Premises in good order and condition:

- 10.1 interior painting;
- 10.2 carpet and flooring; and
- 10.3 countertops.

**11. Tenant’s Improvements and Alterations.**

11.1 Nonstructural. Tenant may, at its sole cost and expense:

(a) without Landlord's consent (but after notice thereof is given to Landlord), make nonstructural improvements and alterations to the Premises; and

(b) without notice to Landlord or Landlord's consent, place partitions, personal property, trade fixtures and the like in and on the Premises. Tenant shall retain ownership of all such partitions, personal property, trade fixtures and the like.

11.2 Structural. Tenant shall not make any improvements or alterations to the Premises that modify or affect the Premises structure or the proper operation of a mechanical system, without Landlord's prior consent, which Landlord may withhold in its sole discretion. Tenant shall make any such permitted improvements or alterations at its sole cost and expense and using a contractor of its own choosing, and in a manner so as to minimize interference with the use and enjoyment of the OSH Campus by any other tenants or by any patients, employees or visitors. Any such improvements or alterations will become part of the Premises, and will be surrendered with the Premises upon the expiration or earlier termination of this Lease.

11.3 Performance of Work. Any improvements or alterations that Tenant makes to the Premises will be made in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances and with all required permits and inspections for such work. Upon Landlord's request, Tenant shall provide Landlord with reasonable supporting documentation relating to such work.

**12. Landlord's Entry.** Landlord, its agents and employees may enter the Premises with at least twenty-four (24) hours' prior notice specifying the date and time of entry; or, in the event of an emergency, at any time with no prior notice. Landlord shall use its reasonable best efforts to conduct any non-emergency entry in order to minimize interference with Tenant's operations on the Premises. Landlord's entry may be for the purposes of performing any work pursuant to its obligations under Section 8 above; confirming Tenant's compliance with the provisions of this Lease; or for any other purpose related to this Lease, in Landlord's reasonable discretion.

**13. Rules and Regulations.** Tenant shall comply with any and all posted rules and regulations for the OSH Campus.

**14. Signage.** Tenant shall not install any exterior signage on the Premises without Landlord's prior consent.

**15. Insurance.**

15.1 Landlord's Insurance Coverage. Landlord is self-insured for its property and liability exposures, pursuant and subject to the Oregon Constitution and the Oregon Tort Claims Act ("Tenant's Insurance Coverage"). A current Certificate of Insurance for Landlord's Insurance Coverage is available at <http://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx>.

15.2 Tenant's Insurance Coverage. During the Term of this Lease, Tenant shall maintain the insurance set forth in Exhibit B.

## **16. Contribution.**

16.1 Other Party Notification. If any third party makes any claim or brings any action, suit or proceeding relating to this Lease or the Premises and alleging a tort as now or hereafter defined in ORS 30.260 (a “**Third-Party Claim**”) against a Party (the “**Notified Party**”) with respect to which the other Party (the “**Other Party**”) may have liability, the Notified Party shall promptly notify the Other Party 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 Section 16.1 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.

16.2 Tenant Jointly Liable with Landlord. With respect to a Third-Party Claim for which Tenant is jointly liable with Landlord (or would be if joined in the Third-Party Claim), Tenant 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 Landlord in such proportion as is appropriate to reflect the relative fault of Tenant on the one hand and of Landlord 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 Tenant on the one hand and of Landlord 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. Tenant’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Tenant had sole liability in the proceeding.

16.3 Landlord Jointly Liable with Tenant. With respect to a Third-Party Claim for which Landlord is jointly liable with Tenant (or would be if joined in the Third-Party Claim), Landlord 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 Tenant in such proportion as is appropriate to reflect the relative fault of Landlord on the one hand and of Tenant 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 Landlord on the one hand and of Tenant 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. Landlord’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.

**17. Assignment and Subletting.** Tenant shall not voluntarily or by operation of law assign this Lease or sublet any portion of the Premises without Landlord’s prior consent, which Landlord may withhold, condition or delay in its sole discretion. Any assignment or sublet in contravention of this Section 17 will be deemed null and void.

**18. Liens.** Tenant shall pay when due all claims for work performed on the Premises by or through Tenant or for services rendered or materials furnished to the Premises for Tenant, and shall keep the Premises free from any liens arising by or through Tenant. If any such lien shall at any time be filed against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record or bonded off, as permitted by statute, within thirty (30) days after Tenant's receipt of written notice of same.

**19. Surrender; Holdover.**

19.1 Surrender. Tenant shall, upon the expiration or earlier termination of this Lease, surrender the Premises to Landlord broom clean, in first-class condition and repair, except for ordinary wear and tear and damage from any "**Casualties**" (e.g., floods, hurricanes, tornados, storms, fires, explosions, lightning or earthquakes) or Force Majeure Event (as defined in Section 28.11 below).

19.2 Holdover. If Tenant fails to surrender the Premises as required by Section 19.1 above, and Landlord does not, within ten (10) business days after such expiration or termination, deliver to Tenant a notice of eviction, such holding over by Tenant shall create a tenancy from month to month, with Monthly Rent to be one hundred fifty percent (150%) of the Monthly Rent for the immediately preceding month.

**20. Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Term, without any interruption or disturbance from Landlord or any party claiming by, through or under Landlord.

**21. Interest Rate.** Except as otherwise specifically provided in this Lease, any payment due hereunder by one Party to the other Party shall accrue interest at the maximum rate permitted under ORS 293.462, as it may be amended or replaced from time to time, from the date the payment is past due until the past-due payment and all interest thereon are paid in full.

**22. Representations and Warranties.**

22.1 Landlord. Landlord represents and warrants to Tenant that Landlord is a State of Oregon agency, duly organized and validly existing; that Landlord has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Landlord is authorized by Landlord to bind Landlord to this Lease. Upon Tenant's request, Landlord shall provide Tenant with evidence reasonably satisfactory to Tenant confirming the foregoing.

22.2 Tenant. Tenant represents and warrants to Landlord that Tenant has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Tenant is authorized by Tenant to Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing.

## 23. Tenant Default.

23.1 Default. The following will be events of default by Tenant (“**Tenant Default**”):

- (a) *Nonpayment of Monthly Rent*: Tenant’s failure to pay Landlord any Monthly Rent within ten (10) days after notice from Landlord specifying the nonpayment.
- (b) *Other Nonperformance*. Other than a nonpayment described in Section 23.1(a) above, Tenant’s failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Landlord specifying the nature of the failure with reasonable particularity; or, if Tenant cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Tenant can cure the failure with reasonable good faith and diligence; provided, however, that such cure period shall not exceed one hundred eighty (180) days.

23.2 Remedies. Upon any Tenant Default, Landlord may exercise any one or more of the following remedies:

- (a) *Cure*. At Tenant’s cost and expense, Landlord may perform Tenant’s unperformed obligations that gave rise to the Tenant Default, and charge all such costs and expenses to Tenant pursuant to this Lease, which Tenant shall pay within thirty (30) days after Landlord delivers an invoice therefor, together with reasonable supporting documentation (including receipts and invoices from service and materials providers) of such costs and expenses.
- (b) *Termination*. With at least thirty (30) days’ notice to Tenant, Landlord may terminate this Lease, re-enter and take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages to Tenant, its property, any other persons or their property.
- (c) *Reletting*. Landlord may relet the Premises, and in connection therewith may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord will not be required to relet the Premises for any use or purpose that Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the Term of this Lease, and upon any reasonable terms and conditions, including the granting of rent-free occupancy or other rent concessions.
- (d) *Right to Sue*. Landlord may sue periodically to recover damages as they accrue without barring a later action for further damages.
- (e) *Damages*. Landlord will be entitled to recover from Tenant any and all damages arising from a Tenant Default, including the following:
  - (i) all costs and expenses of curing the Tenant Default;
  - (ii) the reasonable costs of reentry and reletting, including, without limitation, the

costs of any clean up, refurbishing, removal of Tenant's property and fixtures and any other expense arising from Tenant's failure to surrender the Premises in the condition required by Section 19.1 above; and

(iii) the loss of Monthly Rent for the Premises from the date of the Tenant Default until a new tenant for the Premises has been, or with the exercise of reasonable efforts could have been, secured.

(f) *Other.* The foregoing remedies will be in addition to and shall not exclude any other remedy available to Landlord in law or equity.

## **24. Landlord Default.**

24.1 Default. The following will be events of default by Landlord ("**Landlord Default**"):

Landlord's failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Tenant specifying the nature of the failure with reasonable particularity; provided, however, that if Landlord cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Landlord can cure the failure with reasonable good faith and diligence, provided that such cure period shall not exceed one hundred eighty (180) days.

24.2 Remedies. Upon any Landlord Default, Tenant may exercise any remedy available in law or equity and is entitled to recover from Landlord any and all damages arising from a Landlord Default, including any and all costs and expenses of performing Landlord's unperformed obligations that gave rise to the Landlord Default.

**25. Termination for Convenience.** Landlord or Tenant may terminate this Lease with at least thirty (30) days' notice, for any reason, at such Party's discretion.

**26. Health Insurance Portability and Accountability Act.** Landlord and Tenant are "covered entities" and/or "business associates" for the purposes of the provisions of the Health Insurance Portability and Accountability Act ("**HIPAA**") of 1996, Public Law 104-191, Title II, Subtitle F, Administrative Simplification. The Parties shall take such action as is necessary to amend this Lease from time to time as needed for compliance with the requirements of the Security and Privacy Rules and other provisions of HIPAA.

## **27. Notices.**

27.1 Addresses; General Notice Requirements.

(a) *Addresses.* A Party's "**Address**" means the address set forth beneath that Party's signature on this Lease.

(b) *General Notice Requirements.* Any notices, demands, deliveries or other communications required under this Lease will be made in writing and delivered by one of the

methods set forth in Section 27.2 below to Landlord’s Address or Tenant’s Address, as the case may be, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 27.2 below.

27.2 Delivery.

<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax will be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Lease for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline will be deemed extended to the next business day.

**28. Miscellaneous.**

28.1 Time is of the Essence. Time is of the essence in relation to the Parties’ performance of any and all of their obligations under this Lease.

28.2 Calculation of Days. Any reference in this Lease to “days” shall mean calendar days, unless specified as “business days.” A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

28.3 Consent. Unless otherwise specifically stated herein, any consent by a Party will not be unreasonably withheld, conditioned or delayed.

28.4 Integration. This Lease constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Lease that are not specified herein.

28.5 Amendments. This Lease may be amended or modified only by a written instrument signed by both Parties.

28.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Lease by the other Party will be deemed a waiver of nor prejudice the other Party’s right to otherwise require performance of the same provision, or any other provision.

28.7 Severability. If any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any Law or Ordinance, the validity of the remaining

terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Lease did not contain the particular term or provision held to be invalid.

28.8 Counterparts. This Lease and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

28.9 Governing Law; Consent to Jurisdiction. This Lease 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 between Landlord (or any other agency or department of the State of Oregon) and Tenant that arises from or relates to this Lease will be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each Party hereby consents to the exclusive jurisdiction of the foregoing courts, waives any objection to venue and waives any claim that such forums are an inconvenient forum. In no event shall this Section 28.9 or any other provision of this Lease 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, or consent by the State of Oregon to the jurisdiction of any court.

28.10 No Presumption against Drafter. No inference, presumption or conclusion will be drawn against either Party by virtue of that Party having drafted this Lease or any portion thereof.

28.11 Force Majeure. Except for Tenant's continuing obligation to pay Monthly Rent under this Lease, a Party will not be liable for any delay in performance under this Lease, other than payment of any money to the other Party, if such delay is caused by Casualties, strikes, lockouts, riots, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party (any such event being a "**Force Majeure Event**").

28.12 Exhibits. The Exhibits listed below are incorporated as part of this Lease:

Exhibit A: Premises  
Exhibit B: Tenant's Insurance Coverage

*[remainder of this page intentionally left blank]*

Each person signing this Lease below on behalf of a Party represents and warrants that such person is duly authorized by that Party and has legal capacity to do so.

**LANDLORD:**

The State of Oregon, acting by and through the Oregon Health Authority,  
through the Oregon State Hospital

Signature \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

---

**Landlord's Address**

Name: Oregon State Hospital, Salem  
Address: 2600 Center Street NE  
City, State, ZIP: Salem, Oregon 97301  
ATTN: Facilities Management  
Phone Number: 503-945-2800  
Email Address: osh-real-property@oha.oregon.gov

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**TENANT:**

Marion County, a political division of the State of Oregon,  
acting by and through the Marion County Health and Human Services Department

Signature See County signature page  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

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**Tenant's Address**

Name: Marion County Health and Human Services Department  
Address: 3160 Center Street NE  
City, State, ZIP: Salem, Oregon 97301  
ATTN: Department Director or Administrator  
Phone Number: 503-361-2670  
Email Address: Health\_Contracts@co.marion.or.us

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#1(ser)

**MARION COUNTY SIGNATURES FOR  
CLIENT HOUSING - 2430 GREENWAY DR. NE (COTTAGE R05) - HE-7090-26  
between  
MARION COUNTY and OREGON STATE HOSPITAL**

**BOARD OF COMMISSIONERS:**

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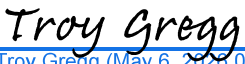
Chair \_\_\_\_\_ Date \_\_\_\_\_


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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  [Troy Gregg \(May 6, 2026 08:36:51 PDT\)](#) 05/06/2026  
Department Director or designee Date

Authorized Signature:  [Jan Fritz \(May 13, 2026 15:00:55 PDT\)](#) 05/13/2026  
Chief Administrative Officer Date

Reviewed by Signature:  05/13/2026  
Marion County Legal Counsel Date

Reviewed by Signature:  05/06/2026  
Marion County Contracts & Procurement Date

**EXHIBIT A**

**Premises**



## EXHIBIT B

### **Tenant's Insurance Coverage**

*Any capitalized term used but not defined in this Exhibit will have the definition set forth in the Lease to which it is attached.*

**1. Generally.** During the Term of the Lease, Tenant shall obtain and keep in effect Tenant's Insurance Coverage as set forth in Section 2 below. Tenant's Insurance Coverage will be issued by an insurance company authorized to do business in the State of Oregon. Tenant shall pay for all deductibles, self-insurance retention and self-insurance, if any. A combination of primary and excess/umbrella insurance may be used to meet the required limits of Tenant's Insurance Coverage.

**2. Types of Coverage.** Tenant shall obtain and keep in effect during the Term of the Lease the following Tenant's Insurance Coverage:

2.1 General Liability: a commercial general liability policy, covering bodily injury and property damage and providing contractual liability coverage for Tenant's contribution under Section 16 of the Lease. The policy shall include coverage for personal and advertising injury liability, products and completed operations and have no limitation of coverage to designated premises, project or operation. Coverage will be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence, with an annual aggregate of not less than \$4,000,000.00.

2.2 Workers' Compensation: if Tenant employs any "subject worker" as defined in ORS 656.027, workers' compensation insurance for those workers, with statutory limits, and employer's liability insurance, with limits not less than \$500,000.00 per each accident or disease.

**3. Additional Insured.** All of Tenant's Insurance Coverage, except for workers' compensation, shall include an "**Additional Insured**" endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Tenant's activities to be performed under the Lease. Coverage will be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Tenant's ongoing operations will be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations will be on ISO form CG 20 37 07 04 or equivalent.

**4. Tail Coverage.** If any of Tenant's Insurance Coverage is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Tenant shall maintain either tail coverage or continuous claims-made liability coverage, provided the effective date of the continuous claims-made coverage is on or before the Effective Date, for a minimum of twenty-four (24) months following the later of:

- 4.1 Landlord's or Tenant's termination of the Lease; or
- 4.2 the expiration of all warranty periods provided under the Lease.

**5. Certificate and Proof of Insurance.** Within fifteen (15) business days after its signature on the Lease, Tenant shall provide to Landlord a "**Certificate of Insurance**" for all of Tenant's Insurance Coverage. The Certificate of Insurance will list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate of Insurance shall also include all required endorsements or copies of applicable policy language effecting coverage required under the Lease. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance will include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Landlord may request, and Tenant shall deliver to Landlord, copies of insurance policies and endorsements relating to the insurance requirements in the Lease.

**6. Change or Cancellation.** Tenant shall provide at least thirty (30) days' prior notice to Landlord before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Should the terms and conditions of Tenant's Insurance Coverage change during the Term of the Lease, Landlord may require Tenant to replace any coverage omitted or deleted by such change.

**7. Insurance Requirement Review.** Tenant agrees to Landlord's periodic review of the requirements for Tenant's Insurance Coverage under Section 2 above, and to provide an updated Certificate of Insurance as reasonably requested by Landlord.

**8. Landlord Acceptance.** All insurance providers are subject to Landlord acceptance. If requested by Landlord, Tenant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Landlord's representatives responsible for verification of Tenant's Insurance Coverage.



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 6/10/26

Department: Health & Human Services

Title: Lease for Lotus House - 2440 Greenway Dr. NE

Management Update/Work Session Date: 5/26/26 Audio/Visual aids

Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Approval of the lease agreement with OSH to lease Lotus House (Cottage 6).

Issue, Description & Background: Marion County Health & Human Services (MCHHS) is leasing an approximately 2,900-square-foot home at 2440 Greenway Dr. NE (Cottage R06) from the Oregon State Hospital (OSH) for use as client program housing.

Financial Impacts: Health and Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: NA

List of attachments: Lease Agreement and Exhibits A, B

Presenter: Debbie Wells

Department Head Signature: Troy Gregg  
Troy Gregg (May 6, 2026 08:35:48 PDT)

# Contract Review Sheet

Lease Agreement

**HE-7091-26**

Title: Lotus House - 2440 Greenway Dr. NE

Contractor's Name: Oregon State Hospital

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: July 1, 2026

Expires: June 30, 2031

Original Contract Amount: \$ 120,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 120,000.00 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

## Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) is leasing an approximately 2,900-square-foot home at 2440 Greenway Dr. NE (Cottage R06) from the Oregon State Hospital (OSH) for use as client program housing.

Desired BOC Session Date: 6/10/2026

Contract should be in DocuSign by: 5/20/2026

Agenda Planning Date: 5/28/2026

Printed packets due in Finance: 5/26/2026

Management Update: 5/26/2026

BOC upload / Board Session email: 5/27/2026

BOC Session Presenter(s) Debbie Wells

Code: Y

## REQUIRED APPROVALS



05/06/2026

Finance - Contracts

Date



Kristina Ballow (May 6, 2026 06:48:09 PDT)

05/06/2026

Contract Specialist

Date



05/12/2026

Legal Counsel

Date



Jan Fritz (May 13, 2026 08:22:37 PDT)

05/13/2026

Chief Administrative Officer

Date

## LEASE AGREEMENT (NO. HE-7091-26)

### (Oregon State Hospital – Salem)

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into effective as of July 1, 2026 (the “**Effective Date**”), by and between the State of Oregon, acting by and through the Oregon Health Authority, through the Oregon State Hospital (“**Landlord**”), and Marion County, a political division of the State of Oregon, acting by and through the Marion County Health and Human Services Department (“**Tenant**”). Landlord and Tenant are each a “**Party**” and together the “**Parties.**”

### RECITALS

- A. Landlord owns and operates certain buildings and other improvements in Salem, Marion County, Oregon, known as the Oregon State Hospital – Salem (the “**OSH Campus**”).
- B. The OSH Campus includes a residential structure known as Cottage 6 – Lotus House (the “**Residence**”). The Residence (approximately 2,900 square feet) and the surrounding property are the “**Premises.**” The Premises are shown on Exhibit A.
- C. The Parties were parties to that certain Intergovernmental Office Space Lease Agreement (DAS Lease #3344) for the Premises dated December 22, 2017, as amended March 11, 2019 and July 11, 2022 (as so amended, the “**Existing Lease**”). The Existing Lease expires June 30, 2026.
- D. The Parties acknowledge and agree that they are entering into this new Lease in order to simplify and update the documentation of their agreements concerning the Premises going forward. As of the Commencement Date (as defined below), this Lease supersedes and cancels the Existing Lease in its entirety, except for any outstanding obligations thereunder of the Parties.

### AGREEMENTS

For good and valuable consideration, the Parties agree as follows:

#### 1. Premises.

1.1 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

The Premises address is:

Oregon State Hospital – Salem  
Lotus House  
2440 Greenway Dr. NE  
Salem, Oregon 97301  
Marion County

1.2 Tenant understands, acknowledges and agrees that it is leasing the Premises from Landlord “As Is,” without any representations or warranties from Landlord regarding the condition of the Premises.

## 2. Term.

2.1 Generally. The term of this Lease (the “**Initial Term**”) is five (5) years, commencing July 1, 2026 (the “**Commencement Date**”) and expiring June 30, 2031 (the “**Expiration Date**”). Any reference in this Lease to “**Term**” means the Initial Term, an Extension Term (as defined in Section 2.2 below) or both, as the context may so require.

2.2 Extension of Term. So long as there is not then any material Tenant Default under this Lease (as defined in Section 23.1 below), Tenant may extend the Term of this Lease for a period of three (3) years (the “**Extension Term**”). With the exception of the amount of Monthly Extension Rent (as defined and set forth in Section 3.3 below), and any terms or conditions that the Parties modify in writing, all terms and conditions of this Lease will apply during the Extension Term. To extend the Term of this Lease, Tenant shall deliver notice to Landlord at least sixty (60) days before to the Expiration Date.

## 3. Monthly Rent.

3.1 Monthly Rent. “**Monthly Rent**” commences at \$1,774.77 per month for the first year of the Lease, and will increase every year by three percent (3%), including for any Extension Term.

3.2 Payment of Monthly Rent. From and after the Commencement Date, and throughout the Term of this Lease, Tenant shall pay Monthly Rent to Landlord, in advance, on or before the fifth (5<sup>th</sup>) day of each month, without notice or demand and without offset or deduction except as specifically provided in this Lease, and at Landlord’s Address (as defined in Section 27.1 below). Monthly Rent for any partial calendar month will be prorated on a per diem basis, based on a 365-day calendar year.

3.3 Monthly Extension Rent. The Monthly Rent for the Extension Term (the “**Monthly Extension Rent**”) will be based on the Monthly Rent during the last year of the Initial Term, as escalated pursuant to Section 3.1 above.

## 4. Use.

4.1 Authorized Use. Tenant shall use the Premises for residential treatment services for individuals with mental illnesses, and for no other purpose.

4.2 Laws and Ordinances. Tenant shall use the Premises in compliance with any and all applicable federal, state and local laws, ordinances, codes, regulations and rules (“**Laws and Ordinances**”).

4.3 ADA. Tenant shall keep the interior of the Residence in compliance with all applicable

provisions of the Americans with Disabilities Act (ADA).

4.4 Hazardous Materials. Tenant shall not use, place or allow any Hazardous Materials on the Premises, except for amounts normal and appropriate for Tenant's use of the Premises, stored, used and disposed of in strict compliance with all applicable Laws and Ordinances. "**Hazardous Materials**" includes, without limitation, any and all substances, pollutants, contaminants, materials or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials, or any other similar term in or under any applicable Law or Ordinance. Hazardous Materials also includes, without limitation, fuels, petroleum and petroleum-derived products.

4.5 No Tobacco Use. Smoking, vaping, and the use of any kind of tobacco product in or on the Premises or elsewhere on the OSH Campus is prohibited, pursuant to DHS/OHA Policy 060-041 (Tobacco Free Campus Policy).

5. **Parking**. The Premises include on-site parking.

6. **Background Checks**.

6.1 Tenant shall:

(a) using ORCHARDS (Oregon Criminal History and Abuse Records Data System), perform background checks on all of Tenant's agents and employees providing services on the Premises during the Term of this Lease (such persons collectively being "**Tenant's On-Premises Individuals**");

(b) retain all records relating to such background checks for Tenant's On-Premises Individuals;

(c) promptly notify Landlord of any changes in the status of a background check for any of Tenant's On-Premises Individuals; and

(d) upon Landlord's request, which will include a reasonable basis for requesting such records, promptly deliver to Landlord any background check records for Tenant's On-Premises Individuals that Tenant is legally permitted to provide.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant's On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant's On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

**7. Utilities and Services.**

**7.1 Utilities and Services Table.**

<b>Utility/Service</b>	<b>Provided by Landlord</b>	<b>Arranged by Tenant</b>
Water	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash removal	X	
Recycling		X
Janitorial services and supplies		X
Window washing		X
Snow and ice removal		X
Security		X
Pest control		X
Phone and data service		X

7.2 Provided by Landlord. Landlord shall arrange for the utilities and services listed in the table above as “Provided by Landlord” to be provided to the Premises. The costs of such utilities and services are included in the Monthly Rent.

7.3 Arranged by Tenant. Tenant shall arrange for the utilities and services listed in the table above as “Arranged by Tenant” to be provided to the Premises. Tenant shall directly pay the costs thereof to the providers.

**8. Maintenance, Repair and Replacement Obligations – Landlord.**

8.1 Generally. Landlord shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) exterior maintenance and repairs;
- (b) HVAC system: maintenance and upgrades;
- (c) exterior lighting fixtures;
- (d) roof;
- (e) gutters;
- (f) exterior walls;
- (g) bearing walls;

- (h) structural members;
- (i) foundation;
- (j) sidewalks and curbs;
- (k) parking lot;
- (l) exterior doors;
- (m) plumbing;
- (n) electrical;
- (o) locks and keys for exterior doors;
- (p) damage from groundwater and storms; and
- (q) mowing and tree and shrub maintenance.

Landlord's obligations under this Section 8 do not include any maintenance, repair or replacement that Tenant is obligated to perform pursuant to Section 9 below.

8.2 Work Standards. Landlord shall perform its maintenance, repair and replacement obligations under this Section 8 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

## **9. Maintenance, Repair and Replacement Obligations – Tenant.**

9.1 Generally. Tenant shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) HVAC system: bi-annual filter replacement;
- (b) interior walls, ceilings and doors;
- (c) window hardware;
- (d) indoor light fixtures;
- (e) smoke detectors;
- (f) switches;

- (g) air filter replacement;
- (h) lightbulb replacement;
- (i) flowerbed and garden maintenance;
- (j) lawn edging and watering;
- (k) interior painting; and
- (l) any other maintenance, repair or replacement, except as specifically set forth as a Landlord obligation in Section 8 above, that is reasonably necessary to keep the Premises in good order and condition.

9.2 Appliances. As of the Effective Date, Landlord owns the following appliances on the Premises: washer, dryer, stove and refrigerator (the “**Appliances**”). Tenant’s obligations under Section 9.1 above include the maintenance and repair of the Appliances, and the replacement of any Appliances when they have reached the end of their useful life, or as may reasonably be requested by Landlord based on their condition. Tenant shall replace any such Appliances with appliances of the same or better quality. For the avoidance of doubt, all such replaced Appliances will remain the property of Landlord.

9.3 Work Standards. Tenant shall perform its maintenance, repair and replacement obligations under this Section 9 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

**10. Maintenance, Repair and Replacement Obligations – Shared by Parties.** The Parties shall negotiate and equally share the costs of performing the following maintenance, repair and replacement work on the Premises, as such work is necessary or advisable to keep the Premises in good order and condition:

- 10.1 interior painting;
- 10.2 carpet and flooring; and
- 10.3 countertops.

**11. Tenant’s Improvements and Alterations.**

11.1 Nonstructural. Tenant may, at its sole cost and expense:

- (a) without Landlord’s consent (but after notice thereof is given to Landlord), make nonstructural improvements and alterations to the Premises; and
- (b) without notice to Landlord or Landlord’s consent, place partitions, personal property,

trade fixtures and the like in and on the Premises. Tenant shall retain ownership of all such partitions, personal property, trade fixtures and the like.

11.2 **Structural.** Tenant shall not make any improvements or alterations to the Premises that modify or affect the Premises structure or the proper operation of a mechanical system, without Landlord's prior consent, which Landlord may withhold in its sole discretion. Tenant shall make any such permitted improvements or alterations at its sole cost and expense and using a contractor of its own choosing, and in a manner so as to minimize interference with the use and enjoyment of the OSH Campus by any other tenants or by any patients, employees or visitors. Any such improvements or alterations will become part of the Premises, and will be surrendered with the Premises upon the expiration or earlier termination of this Lease.

11.3 **Performance of Work.** Any improvements or alterations that Tenant makes to the Premises will be made in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances and with all required permits and inspections for such work. Upon Landlord's request, Tenant shall provide Landlord with reasonable supporting documentation relating to such work.

**12. Landlord's Entry.** Landlord, its agents and employees may enter the Premises with at least twenty-four (24) hours' prior notice specifying the date and time of entry; or, in the event of an emergency, at any time with no prior notice. Landlord shall use its reasonable best efforts to conduct any non-emergency entry in order to minimize interference with Tenant's operations on the Premises. Landlord's entry may be for the purposes of performing any work pursuant to its obligations under Section 8 above; confirming Tenant's compliance with the provisions of this Lease; or for any other purpose related to this Lease, in Landlord's reasonable discretion.

**13. Rules and Regulations.** Tenant shall comply with any and all posted rules and regulations for the OSH Campus.

**14. Signage.** Tenant shall not install any exterior signage on the Premises without Landlord's prior consent.

**15. Insurance.**

15.1 **Landlord's Insurance Coverage.** Landlord is self-insured for its property and liability exposures, pursuant and subject to the Oregon Constitution and the Oregon Tort Claims Act ("**Tenant's Insurance Coverage**"). A current Certificate of Insurance for Landlord's Insurance Coverage is available at <http://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx>.

15.2 **Tenant's Insurance Coverage.** During the Term of this Lease, Tenant shall maintain the insurance set forth in Exhibit B.

**16. Contribution.**

16.1 **Other Party Notification.** If any third party makes any claim or brings any action, suit or proceeding relating to this Lease or the Premises and alleging a tort as now or hereafter defined

in ORS 30.260 (a “**Third-Party Claim**”) against a Party (the “**Notified Party**”) with respect to which the other Party (the “**Other Party**”) may have liability, the Notified Party shall promptly notify the Other Party 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 Section 16.1 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.

16.2 Tenant Jointly Liable with Landlord. With respect to a Third-Party Claim for which Tenant is jointly liable with Landlord (or would be if joined in the Third-Party Claim), Tenant 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 Landlord in such proportion as is appropriate to reflect the relative fault of Tenant on the one hand and of Landlord 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 Tenant on the one hand and of Landlord 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. Tenant’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Tenant had sole liability in the proceeding.

16.3 Landlord Jointly Liable with Tenant. With respect to a Third-Party Claim for which Landlord is jointly liable with Tenant (or would be if joined in the Third-Party Claim), Landlord 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 Tenant in such proportion as is appropriate to reflect the relative fault of Landlord on the one hand and of Tenant 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 Landlord on the one hand and of Tenant 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. Landlord’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.

**17. Assignment and Subletting.** Tenant shall not voluntarily or by operation of law assign this Lease or sublet any portion of the Premises without Landlord’s prior consent, which Landlord may withhold, condition or delay in its sole discretion. Any assignment or sublet in contravention of this Section 17 will be deemed null and void.

**18. Liens.** Tenant shall pay when due all claims for work performed on the Premises by or through Tenant or for services rendered or materials furnished to the Premises for Tenant, and shall keep the Premises free from any liens arising by or through Tenant. If any such lien shall at

any time be filed against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record or bonded off, as permitted by statute, within thirty (30) days after Tenant's receipt of written notice of same.

**19. Surrender; Holdover.**

19.1 Surrender. Tenant shall, upon the expiration or earlier termination of this Lease, surrender the Premises to Landlord broom clean, in first-class condition and repair, except for ordinary wear and tear and damage from any "Casualties" (e.g., floods, hurricanes, tornados, storms, fires, explosions, lightning or earthquakes) or Force Majeure Event (as defined in Section 28.11 below).

19.2 Holdover. If Tenant fails to surrender the Premises as required by Section 19.1 above, and Landlord does not, within ten (10) business days after such expiration or termination, deliver to Tenant a notice of eviction, such holding over by Tenant shall create a tenancy from month to month, with Monthly Rent to be one hundred fifty percent (150%) of the Monthly Rent for the immediately preceding month.

**20. Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Term, without any interruption or disturbance from Landlord or any party claiming by, through or under Landlord.

**21. Interest Rate.** Except as otherwise specifically provided in this Lease, any payment due hereunder by one Party to the other Party shall accrue interest at the maximum rate permitted under ORS 293.462, as it may be amended or replaced from time to time, from the date the payment is past due until the past-due payment and all interest thereon are paid in full.

**22. Representations and Warranties.**

22.1 Landlord. Landlord represents and warrants to Tenant that Landlord is a State of Oregon agency, duly organized and validly existing; that Landlord has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Landlord is authorized by Landlord to bind Landlord to this Lease. Upon Tenant's request, Landlord shall provide Tenant with evidence reasonably satisfactory to Tenant confirming the foregoing.

22.2 Tenant. Tenant represents and warrants to Landlord that Tenant has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Tenant is authorized by Tenant to Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing.

**23. Tenant Default.**

23.1 Default. The following will be events of default by Tenant ("**Tenant Default**"):

(a) *Nonpayment of Monthly Rent*: Tenant's failure to pay Landlord any Monthly Rent within

ten (10) days after notice from Landlord specifying the nonpayment.

(b) *Other Nonperformance.* Other than a nonpayment described in Section 23.1(a) above, Tenant's failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Landlord specifying the nature of the failure with reasonable particularity; or, if Tenant cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Tenant can cure the failure with reasonable good faith and diligence; provided, however, that such cure period shall not exceed one hundred eighty (180) days.

23.2 Remedies. Upon any Tenant Default, Landlord may exercise any one or more of the following remedies:

(a) *Cure.* At Tenant's cost and expense, Landlord may perform Tenant's unperformed obligations that gave rise to the Tenant Default, and charge all such costs and expenses to Tenant pursuant to this Lease, which Tenant shall pay within thirty (30) days after Landlord delivers an invoice therefor, together with reasonable supporting documentation (including receipts and invoices from service and materials providers) of such costs and expenses.

(b) *Termination.* With at least thirty (30) days' notice to Tenant, Landlord may terminate this Lease, re-enter and take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages to Tenant, its property, any other persons or their property.

(c) *Reletting.* Landlord may relet the Premises, and in connection therewith may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord will not be required to relet the Premises for any use or purpose that Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the Term of this Lease, and upon any reasonable terms and conditions, including the granting of rent-free occupancy or other rent concessions.

(d) *Right to Sue.* Landlord may sue periodically to recover damages as they accrue without barring a later action for further damages.

(e) *Damages.* Landlord will be entitled to recover from Tenant any and all damages arising from a Tenant Default, including the following:

(i) all costs and expenses of curing the Tenant Default;

(ii) the reasonable costs of reentry and reletting, including, without limitation, the costs of any clean up, refurbishing, removal of Tenant's property and fixtures and any other expense arising from Tenant's failure to surrender the Premises in the condition required by Section 19.1 above; and

(iii) the loss of Monthly Rent for the Premises from the date of the Tenant Default

until a new tenant for the Premises has been, or with the exercise of reasonable efforts could have been, secured.

(f) *Other.* The foregoing remedies will be in addition to and shall not exclude any other remedy available to Landlord in law or equity.

## **24. Landlord Default.**

24.1 Default. The following will be events of default by Landlord (“**Landlord Default**”):

Landlord’s failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Tenant specifying the nature of the failure with reasonable particularity; provided, however, that if Landlord cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Landlord can cure the failure with reasonable good faith and diligence, provided that such cure period shall not exceed one hundred eighty (180) days.

24.2 Remedies. Upon any Landlord Default, Tenant may exercise any remedy available in law or equity and is entitled to recover from Landlord any and all damages arising from a Landlord Default, including any and all costs and expenses of performing Landlord’s unperformed obligations that gave rise to the Landlord Default.

**25. Termination for Convenience.** Landlord or Tenant may terminate this Lease with at least thirty (30) days’ notice, for any reason, at such Party’s discretion.

**26. Health Insurance Portability and Accountability Act.** Landlord and Tenant are “covered entities” and/or “business associates” for the purposes of the provisions of the Health Insurance Portability and Accountability Act (“**HIPAA**”) of 1996, Public Law 104-191, Title II, Subtitle F, Administrative Simplification. The Parties shall take such action as is necessary to amend this Lease from time to time as needed for compliance with the requirements of the Security and Privacy Rules and other provisions of HIPAA.

## **27. Notices.**

27.1 Addresses; General Notice Requirements.

(a) *Addresses.* A Party’s “**Address**” means the address set forth beneath that Party’s signature on this Lease.

(b) *General Notice Requirements.* Any notices, demands, deliveries or other communications required under this Lease will be made in writing and delivered by one of the methods set forth in Section 27.2 below to Landlord’s Address or Tenant’s Address, as the case may be, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 27.2 below.

27.2 Delivery.

<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax will be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Lease for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline will be deemed extended to the next business day.

**28. Miscellaneous.**

28.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Lease.

28.2 Calculation of Days. Any reference in this Lease to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

28.3 Consent. Unless otherwise specifically stated herein, any consent by a Party will not be unreasonably withheld, conditioned or delayed.

28.4 Integration. This Lease constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Lease that are not specified herein.

28.5 Amendments. This Lease may be amended or modified only by a written instrument signed by both Parties.

28.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Lease by the other Party will be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.

28.7 Severability. If any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any Law or Ordinance, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Lease did not contain the particular term or provision held to be invalid.

28.8 Counterparts. This Lease and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

28.9 Governing Law; Consent to Jurisdiction. This Lease 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 between Landlord (or any other agency or department of the State of Oregon) and Tenant that arises from or relates to this Lease will be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each Party hereby consents to the exclusive jurisdiction of the foregoing courts, waives any objection to venue and waives any claim that such forums are an inconvenient forum. In no event shall this Section 28.9 or any other provision of this Lease 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, or consent by the State of Oregon to the jurisdiction of any court.

28.10 No Presumption against Drafter. No inference, presumption or conclusion will be drawn against either Party by virtue of that Party having drafted this Lease or any portion thereof.

28.11 Force Majeure. Except for Tenant's continuing obligation to pay Monthly Rent under this Lease, a Party will not be liable for any delay in performance under this Lease, other than payment of any money to the other Party, if such delay is caused by Casualties, strikes, lockouts, riots, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party (any such event being a "**Force Majeure Event**").

28.12 Exhibits. The Exhibits listed below are incorporated as part of this Lease:

- Exhibit A: Premises
- Exhibit B: Tenant's Insurance Coverage

*[remainder of this page intentionally left blank]*

Each person signing this Lease below on behalf of a Party represents and warrants that such person is duly authorized by that Party and has legal capacity to do so.

**LANDLORD:**

The State of Oregon, acting by and through the Oregon Health Authority,  
through the Oregon State Hospital

Signature \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

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**Landlord's Address**

Name: Oregon State Hospital, Salem  
Address: 2600 Center Street NE  
City, State, ZIP: Salem, Oregon 97301  
ATTN: Facilities Management  
Phone Number: 503-945-2800  
Email Address: osh-real-property@oha.oregon.gov

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**TENANT:**

Marion County, a political division of the State of Oregon,  
acting by and through the Marion County Health and Human Services Department

Signature See County signature page  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

---

**Tenant's Address**

Name: Marion County Health and Human Services Department  
Address: 3160 Center Street NE  
City, State, ZIP: Salem, Oregon 97301  
ATTN: Department Director or Administrator  
Phone Number: 503-361-2670  
Email Address: Health\_Contracts@co.marion.or.us

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#1(ser)

**MARION COUNTY SIGNATURES FOR  
LOTUS HOUSE - 2440 GREENWAY DR. NE - HE-7091-26  
between  
MARION COUNTY and OREGON STATE HOSPITAL**

**BOARD OF COMMISSIONERS:**

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Chair \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: *Troy Gregg* Troy Gregg (May 6, 2026 08:35:48 PDT) 05/06/2026  
Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: *Jan Fritz* Jan Fritz (May 13, 2026 08:22:37 PDT) 05/13/2026  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: *Andrew Wittendorf* 05/12/2026  
Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: *Chalyse McDowell* 05/06/2026  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**

**Premises**



## EXHIBIT B

### **Tenant's Insurance Coverage**

*Any capitalized term used but not defined in this Exhibit will have the definition set forth in the Lease to which it is attached.*

**1. Generally.** During the Term of the Lease, Tenant shall obtain and keep in effect Tenant's Insurance Coverage as set forth in Section 2 below. Tenant's Insurance Coverage will be issued by an insurance company authorized to do business in the State of Oregon. Tenant shall pay for all deductibles, self-insurance retention and self-insurance, if any. A combination of primary and excess/umbrella insurance may be used to meet the required limits of Tenant's Insurance Coverage.

**2. Types of Coverage.** Tenant shall obtain and keep in effect during the Term of the Lease the following Tenant's Insurance Coverage:

2.1 General Liability: a commercial general liability policy, covering bodily injury and property damage and providing contractual liability coverage for Tenant's contribution under Section 16 of the Lease. The policy shall include coverage for personal and advertising injury liability, products and completed operations and have no limitation of coverage to designated premises, project or operation. Coverage will be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence, with an annual aggregate of not less than \$4,000,000.00.

2.2 Workers' Compensation: if Tenant employs any "subject worker" as defined in ORS 656.027, workers' compensation insurance for those workers, with statutory limits, and employer's liability insurance, with limits not less than \$500,000.00 per each accident or disease.

**3. Additional Insured.** All of Tenant's Insurance Coverage, except for workers' compensation, shall include an "**Additional Insured**" endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Tenant's activities to be performed under the Lease. Coverage will be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Tenant's ongoing operations will be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations will be on ISO form CG 20 37 07 04 or equivalent.

**4. Tail Coverage.** If any of Tenant's Insurance Coverage is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Tenant shall maintain either tail coverage or continuous claims-made liability coverage, provided the effective date of the continuous claims-made coverage is on or before the Effective Date, for a minimum of twenty-four (24) months following the later of:

- 4.1 Landlord's or Tenant's termination of the Lease; or
- 4.2 the expiration of all warranty periods provided under the Lease.

**5. Certificate and Proof of Insurance.** Within fifteen (15) business days after its signature on the Lease, Tenant shall provide to Landlord a “**Certificate of Insurance**” for all of Tenant's Insurance Coverage. The Certificate of Insurance will list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate of Insurance shall also include all required endorsements or copies of applicable policy language effecting coverage required under the Lease. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance will include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Landlord may request, and Tenant shall deliver to Landlord, copies of insurance policies and endorsements relating to the insurance requirements in the Lease.

**6. Change or Cancellation.** Tenant shall provide at least thirty (30) days' prior notice to Landlord before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Should the terms and conditions of Tenant's Insurance Coverage change during the Term of the Lease, Landlord may require Tenant to replace any coverage omitted or deleted by such change.

**7. Insurance Requirement Review.** Tenant agrees to Landlord's periodic review of the requirements for Tenant's Insurance Coverage under Section 2 above, and to provide an updated Certificate of Insurance as reasonably requested by Landlord.

**8. Landlord Acceptance.** All insurance providers are subject to Landlord acceptance. If requested by Landlord, Tenant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Landlord's representatives responsible for verification of Tenant's Insurance Coverage.

# Contract Review Sheet

Contract Purchase Order

**942283**Title: Subscription for Cloud Services and On-Premise ArcGIS Licensing, Maintenance and SupportContractor's Name: ESRIDepartment: Information Technology DepartmentContact: Cynthia KleinAnalyst: Sandra FixsenPhone #: 503-584-7796Term - Date From: August 1, 2026Expires: July 31, 2029Original Contract Amount: \$ 358,708.00Previous Amendments Amount: \$ -Current Amendment: \$ -New Contract Total: \$ 358,708.00 Amd% 0%Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: 20-0275 Sole SourceCMS# IT1771-26

## Description of Services or Grant Award

Contract Purchase Order to establish a three-year purchasing agreement with Esri, Inc. for the existing enterprise Geographic Information System (GIS) platform, specifically the ArcGIS Enterprise software suite produced by Esri, Inc.

CMS Record IT-7145-26

Desired BOC Session Date: 6/3/2026Contract should be in DocuSign by: 5/13/2026Agenda Planning Date: 5/21/2026Printed packets due in Finance: 5/19/2026Management Update: 5/19/2026BOC upload / Board Session email: 5/20/2026BOC Session Presenter(s) Gary ChristoffersonCode: Y**REQUIRED APPROVALS**05/04/2026  
Cynthia Klein (May 6, 2026 09:53:35 PDT)05/06/2026

Finance - Contracts

Date

Contract Specialist

Date

  
Scott A. Norris (May 6, 2026 09:47:47 PDT)05/05/2026  
Jan Fritz (May 5, 2026 13:10:03 PDT)05/05/2026

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 10, 2026

Department: Public Works

Title: Schedule a public hearing to consider Noise Variance 26-001/GK Machine Inc for June 24, 2026

Management Update/Work Session Date: N/A Audio/Visual aids [ ]

Time Required: 0 Min Contact: John Speckman Phone: 503-566-4173

Requested Action: Schedule a public hearing to consider Noise Variance 26-001/GK Machine Inc for June 24, 2026.

Issue, Description & Background: Application of GK Machine Inc, on property owned by Ag Land Holdings LLC & Willamette River Construction LLC, for a noise variance to allow music exceeding noise ordinance between 5:00 p.m. and 10:00 p.m. on June 27th, 2026, on property located at 20495 Butteville Rd NE, Hubbard (T4S; R1W; Section 18; Tax lot 201). Under Marion County Code 8.45 Noise, the Marion County Board of Commissioners must hold a public hearing on the matter and issue a decision.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Application, Site Plan

Presenter: John Speckman

Department Head Signature: [Handwritten Signature]



Marion County  
OREGON

# NOISE ORDINANCE VARIANCE APPLICATION

Application must be submitted at least 35 days prior to event date

Do not double-side or spiral bind any documents being submitted

Fee:  \$500

\$0 if submitted in conjunction with a Mass Gathering Application

RECEIVED

MAY 20 2026

Marion County  
Planning

NAME OF EVENT OR USE: GK Machine Open House	DATE(s) AND TIMES FOR VARIANCE: 6/27/26 - 5:00 pm - 10:00 pm
ADDRESS OF LOCATION: 20495 Butteville RD NE, Hubbard OR 97032	NAME OF ORGANIZATION (if applicable): GK Machine Inc
NAME OF PERSON REQUESTING VARIANCE: Mike Mader	ADDRESS, CITY, STATE, ZIP 20495 Butteville RD, Hubbard OR 97032
DAYTIME PHONE NO.: 503-703-9066	E-MAIL: mmader@gkmachine.com
EVENT EMERGENCY CONTACT NAME: JoAnn Agee 503-545-1191 Joann@GkMachine.com	24-HOUR PHONE NO.: 503-545-1191
PROPERTY OWNER(S) NAME: GK Machine Inc	MAILING ADDRESS, CITY, STATE, ZIP 20495 Butteville RD, Hubbard OR 97032

### REQUIRED INFORMATION

**NATURE OF THE EVENT:** Indicate what will happen at your event and the provision in the Noise Code for which the variance is requested (attach an additional sheet if necessary).

Open house event. Will serve food, have classic cars, and a live band between 5pm and 10pm.  
Noise ordinance is 65 decibels until 10pm, band will violate it on our site

### FOR OFFICE USE ONLY:

Township 4S Range 1W Section 18  
Tax lot number(s) 201, 500  
Zone EFU /zone map number 4

Case Number NV-26-001  
TPA/header \_\_\_\_\_

### Application elements submitted:

- Title transfer instrument
- Site plan
- Filing fee
- Applicant statement

Application accepted by JSS Date 5/20/2026

**HOW AND WHERE WILL SOUND AMPLIFICATION BE USED DURING THE EVENT?** Include nature of the noise and location on the property.

A live band will perform on the east side of the new office building  
we have plenty of on property parking

**AT WHAT TIME WILL THE NOISE BE CREATED AND FOR HOW LONG?** (Time period for which the variance is to apply)

Live band will perform for approximately 5 hours. Music will start at 5:00 pm and will stop  
by 10:00 pm, when the County noise ordinance goes into effect.

**DESCRIBE THE EXTENT AND SCOPE OF MEASURES THAT WILL BE OR HAVE BEEN TAKEN TO REDUCE OR DIMINISH THE DISTURBANCE** (attach an additional sheet if necessary):

With the stage positioned as planned, the closest house sits more than 500 feet away,  
most homes on the edge of Donald are over 800 feet from the stage.

**THE APPLICANT(S) AND PROPERTY OWNERS SHALL CERTIFY THAT:**

- A. If the permit is granted, the applicant(s) will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
- B. I/We hereby declare under penalties of false swearing (ORS 162.075 and 162.085) that all the above information and statements and the statements in the site plan, attachments and exhibits transmitted herewith are true; and the applicants so acknowledge that any permit issued on the basis of this application may be revoked if it is found that any such statements are false.
- C. I/We hereby grant permission for and consent to Marion County, its officers, agents, and employees, law enforcement, public health and fire control officers to come upon the above-described property to gather information and inspect the property whenever reasonably necessary for the purpose of processing this application and/or monitoring the terms and conditions of the permit issued and any other applicable laws or ordinances.
- D. The applicants have read the entire contents of the application, including the procedures and criteria, and understand the requirements for approving or denying the application.

**PRINTED NAME AND SIGNATURE** of each owner of the subject property.

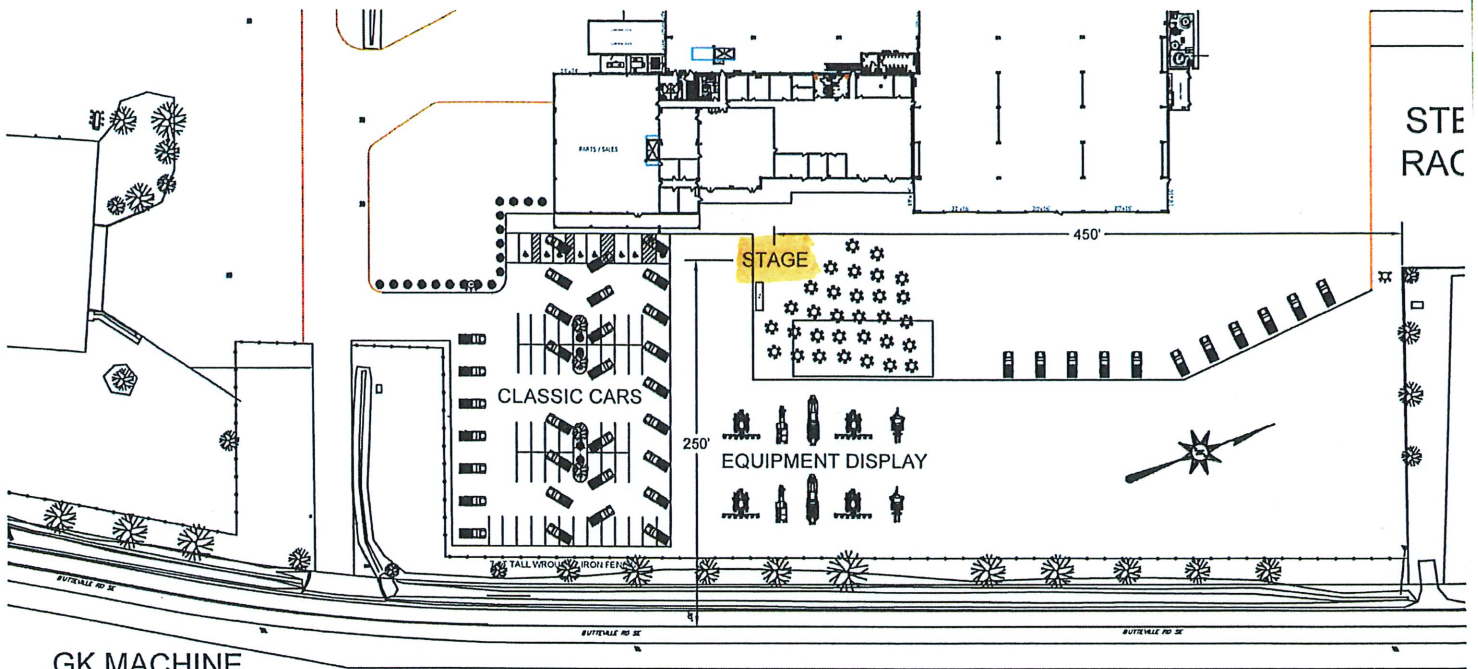
Gary Grossen [Signature] \_\_\_\_\_  
Print Name Signature Print Name Signature

Jeanna Grossen [Signature] \_\_\_\_\_  
Print Name Signature Print Name Signature

**PRINTED NAME AND SIGNATURE OF THE APPLICANT/ORGANIZER** (if different from property owner)

JoAnn Agee [Signature] \_\_\_\_\_

DATED this 20 day of May, 2026



GK MACHINE  
 20495 NE BUTTEVILLE RD  
 HUBBARD OR 97032



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 10, 2026

Department: Public Works

Title: Schedule final consideration to adopt an administrative ordinance granting Zone Change/Subdivision 26-002/Antonio Diaz

Management Update/Work Session Date: N/A Audio/Visual aids [ ]

Time Required: 0 min Contact: Gillian Peden Phone: 503-566-4165

Requested Action: Schedule adoption of the ordinance at the next board session, June 17, 2026.

Issue, Description & Background: The Marion County Hearings Officer held a duly noticed hearing on the application on April 23, 2026 and issued a decision on May 5, 2026 approving Zone Change/Subdivision 26-002. The Board received the decision and held the application for the mandatory appeal period; no appeals were received. The ordinance and findings have been prepared and the matter needs to be scheduled for final consideration and adoption. The zone is changing from Urban Development to Multi-Family and will match the underlying existing Multiple-Family Residential plan designation.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Ordinance

Presenter: Gillian Peden

Department Head Signature: [Handwritten Signature]

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON**

In the Matter of the	)	Case No. 26-002
Application of:	)	<b>ZONE CHANGE / SUBDIVISION</b>
Antonio Diaz	)	

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 Antonio Diaz for a zone change to change the zone from UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a 0.64-acre parcel into 4 lots located at 3200 Hollywood Dr NE, Salem (T7S; R2W; Section 18AB; Tax lot 1100).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed public hearing on April 23, 2026, and on May 5, 2026, issued a decision to approve the application. Official notice was taken of the Planning Division file and the Hearings Officer's decision. The Board has considered all the evidence in the record, all arguments of the parties and is otherwise fully advised on the premises.

SECTION III. Adoption of Findings and Conclusion

After careful consideration of all facts and evidence in the record, the Board adopts as its own the Findings of Fact and Additional Findings of Fact and Conclusions of Law contained in Section V and VI of the Hearings Officer's decision dated May 5, 2026 contained in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION IV. Action

The requested zone change from UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a 0.64-acre parcel into four lots parcel 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 B, 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 A, 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.

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of	)	Case No. 26-002
	)	
ANTONIO DIAZ	)	<b>ZONE CHANGE / SUBDIVISION</b>

**ORDER**

**I. Nature of the Application**

This matter came before the Marion County Hearings Officer on the Application of Antonio Diaz for a zone change to change the zone for UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a .64 acre parcel into 4 lots located at 3200 Hollywood Drive NE, Salem.

**II. Relevant Criteria**

The standards and criteria relevant to this application are found in the Marion County Code Chapter 16, especially MCC 16.39 (Zone Changes); MCC 16.33 (Subdivision and Partition Requirements); MCC 16.04 (Multiple-Family-Residential); and the Salem Area Comprehensive Plan, including Housing Goals and Policies and Land Use and Urbanization Goals and Policies.

**III. Public Hearing**

A public hearing was held on this matter on April 23, 2026. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the application:

- |    |               |                                 |
|----|---------------|---------------------------------|
| 1. | Gillian Peden | Marion County Planning Division |
| 2. | Shea Romero   | Representative for Applicant    |

No objections were raised as to notice, jurisdiction, conflict of interest, or to evidence or testimony presented at the hearing.

**IV. Executive Summary**

Applicant Antonio Diaz owns the property located at 3200 Hollywood Drive NE and seeks to change the zone from UD (Urban Development) to RM (Multi-Family Residential) and subdivide the .64 acre parcel into 4 lots. The property currently has a single-family residence that has recently been remodeled. Applicant proposes to divide the remainder of the property into three additional lots. The surrounding properties are developed with single-family and multi-family residences and a public storage facility.

The property is within the Salem Urban Growth Boundary, and is located in an area served by City of Same water, sewer, and transportation infrastructure. The proposed zone change aligns with the Salem Area Comprehensive Plan land use designation for Multi-Family Residential.

Applicant meets the burden of proving the applicable standards and criteria for approval of the zone change from UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a .64 acre parcel into 4 lots. The hearings officer approves the application for zone change and subdivision subject to conditions necessary for the public health, safety and welfare., including the engineering recommendations of Marion County Department of Public Works (DPW) Land Development Engineering and Permits (LDEP).

## **VI. Findings of Fact**

The hearings officer, after careful consideration of the testimony and evidence in the record, issues the following findings of fact:

1. The subject property consists of one parcel totaling 0.64 acres that is in the Salem Urban Growth Boundary (UGB) and is designated Multiple Family Residential in the Salem Area Comprehensive Plan (SACP). The parcel is currently zoned UD (Urban Development).
2. The property is located on the east side of a public road, Hollywood Dr NE, and on the north side of public road a, Leafwood Ave NE. The property contains one single family dwelling facing Hollywood Dr NE and has one accessory building. There is a fence separating the house from the accessory structure and the open area of vacant land.
3. Surrounding properties in all directions are within the Salem UGB but are still in the jurisdiction of Marion County. Properties to the south and west are zoned Single-Family Residential (RS) and are developed with single-family dwellings. The parcel immediately north and one parcel to the west are zoned Urban Development (UD) and are developed with single family homes. The parcel immediately east is zoned Commercial General- Limited Use (CG-LU) and is used as a self-storage facility. Two parcels north is a large apartment complex that is zoned RM and contains one story apartment units. Other notable uses in the area include various commercial businesses along Silverton Rd NE.
4. Applicant proposes to change the zoning of the parcels from UD to RM with the intention to develop multi-family housing in the form of duplexes on the property.
5. Various agencies were contacted about the proposal and given an opportunity to comment. The following comments were received:

City of Salem Planning Department commented:

Zoning: The proposed zone change meets Salem's Comprehensive Plan Designation.

Lot Standards: If at such a time the properties were annexed into the City, the zoning designation of the properties would be either RM-I (Multiple Family-I), RM-II (Multiple Family-II), or RM-III (Multiple Family Residential-III), and the following lot standards would be

applicable. If the proposal does not conform to these standards, the site would be considered non-conforming at time of annexation:

- Per Table 513-2 in SRC 513.010(b), the following lot standards are applicable to the RM-I (Multiple Family-I) zone:
  - Minimum lot area: 4,000 square feet for single family use
  - Minimum lot width: 40 feet for single family use
  - Minimum lot depth: 70 feet for single family use
  - Minimum street frontage: 40 feet for single family use
  - Per Table 513-3 in SRC 513.010(c), for single family uses the minimum dwelling unit density is 8 dwelling units per acre, and the maximum is 14 dwelling units per acre.
  
- Per Table 514-2 in SRC 514.010(b), the following lot standards are applicable to the RM-II (Multiple Family-II) zone:
  - Minimum lot area: 6,000 square feet for single family use
  - Minimum lot width: 40 feet for single family use
  - Minimum lot depth: 70 feet for single family use
  - Minimum street frontage: 40 feet for single family use
  - Per Table 514-3 in SRC 514.010(c), for single family uses the minimum dwelling unit density is 15 dwelling units per acre, and the maximum is 31 dwelling units per acre.
  
- Per Table 515-2 in SRC 515.010(b), the following lot standards are applicable to the RM-III (Multiple Family-III) zone:
  - No minimum lot area, lot width, or lot depth requirement for single family uses.
  - Minimum street frontage: 40 feet for single family use
  - Per Table 515-3 in SRC 515.010(c), for single family uses the minimum dwelling unit density is 28 dwelling units per acre, and the maximum is 44 dwelling units per acre.

City of Salem Community Planning and Development Department commented that the proposed development will be connected to the city's public water and sewer services.

Marion County Fire Department No. 1 commented on the case and full comments can be found in the case file.

Marion County Building Inspection commented: "No Building Inspection concerns. Permit(s) are required to be obtained prior to the development of duplex's, other structures, and/or utilities installation on private property."

Marion County Surveyor's Office commented:

1. Subdivision name must be approved per ORS 92.090.
2. Must be surveyed and platted per ORS 92.050.
3. Subdivision plat must be submitted for review.
4. Checking fee and recording fees required.
5. Per ORS 92.065 - Remaining monumentation bond may be required if some of the plat monuments have not been set and/or the installation of street and utility improvements has not been completed, or other conditions or circumstances cause the delay (or resetting) of monumentation.
6. A current or updated title report must be submitted at the time of review. Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

Marion County Department of Public Works (DPW) Land Development Engineering and Permits (LDEP) commented:

ENGINEERING CONDITIONS

Condition A – Prior to plat approval construct utility service extensions serving each of the developable lots facing Leafwood Avenue, and a 5-foot wide sidewalk along the proposed west lot Leafwood Avenue frontage, including east termination ADA ramp.

Condition B – On the subdivision plat dedicate a Leafwood Avenue 25-foot Right-of-Way (R/W) half-width including any necessary additional R/W to accommodate a sidewalk transition extending from the existing corner pedestrian ramp and around the backside of the existing utility pole.

Condition C – Prior to plat approval, submit civil engineering plans for the development to include Leafwood Avenue facing vehicle driveway access, pedestrian frontage improvements, stormwater management facilities, utility service extensions and erosion control.

Condition D – Prior to plat approval design, permit and construct a stormwater management system serving each of the developable lots to include detention and Water Quality Treatment (WQT), and, record a stormwater Operations & Maintenance (O&M) Agreement for same. In the alternative, individual lot systems such as raingardens sized based upon county prescriptive parameters may be constructed prior to issuance of a Certificate of Occupancy on the developable lots. For the latter scenario, a template design must be submitted.

## ENGINEERING REQUIREMENTS

- E. At the time of application for building permits, an Access Permit will be required for the proposed driveway aprons. Individual lot Leafwood Avenue curblin sidewalk segments will also be required.
- F. Show any necessary drainage easements on the subdivision plat.
- G. Transportation System Development and Parks charges will be assessed upon application for building permits.
- H. Installation of dry utility extensions in the public R/W generally requires a separate permit for each service through PW Engineering.
- I. A county erosion permit is required for physical development of the lots.

## ENGINEERING ADVISORY

- J. Potable water and sanitary sewer service is provided by City of Salem.

All other contacted agencies either failed to respond or stated no objection to the proposal.

### **VII. 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).

Applicants must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicants have not met their burden and the application must be denied. If the evidence for every criterion is even slightly in Applicant’s favor, the burden of proof is met.

## ZONE CHANGE

2. Pursuant to MCC 16.36.070, applications shall include the signature of all owners of the subject property. The application was signed by Antonio Diaz, the owner of the property. Applicant should be prepared to provide a deed establishing such ownership if requested.

ZC / S 26-002 - ORDER

Antonio Diaz

Page 5

3. Pursuant to MCC 16.39.010, the hearings officer is authorized to make the initial decision on zone change applications.
4. Pursuant to MCC 16.39.040, a hearings officer's decision to approve a zone change does not become final until the Board of Commissioners adopts an ordinance implementing the decision.
5. Under Marion County Code (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 proposed zone of RM (Multi-family Residential) is consistent with the underlying City of Salem Comprehensive Plan designation which is also Multi-family Residential. The intent of the proposed RM zone is to provide medium to high density housing which is consistent with the description of the Salem multi-family residential section of the City's comprehensive plan. While the proposed new zoning fits the description of the underlying comprehensive plan, there are goals and policies within the comprehensive plan which must be met in order for the proposal to fully meet the criteria under MCC 16.39.050(A). These goals and policies are addressed further below.

*B. Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.*

The site is served by city water and sewer service. All other needed public facilities and services are in place or will be made available to support the proposed use. The proposal meets this criterion.

*C. The request shall be consistent with the purpose statement for the proposed zone.*

The RM (Multiple Family Residential) zone purpose statement listed under MCC 16.04.000 states: "*The RM (multiple-family residential) zone is primarily intended to provide for multiple-family dwellings on a lot, or attached dwellings on separate lots, at residential densities greater than permitted in the RL zone. Other uses compatible with residential development are also appropriate. RM zones are located in areas designated as multiple-family residential or an equivalent designation in the applicable urban area comprehensive plan and are provided with urban services. They are suited to locations near commercial office and retail zones and along collector and arterial streets.*" Applicant submitted a concept plan as part of the site plan for the application. The concept plan indicates the intended use is consistent with the proposed zone. The proposal meets this criterion.

- 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 limited multiple-family residential (RL) zone is the most restrictive zone consistent with the Multi-Family Residential Comprehensive Plan designation. The RL zone is intended to provide for detached and attached dwellings on a lot or multiple dwellings on a lot at an intermediate density. RL zones are located in areas designated multiple-family residential or equivalent designation. The proposed RM zone allows the same types of uses as the RL zone but at a higher density. The subject property is near other properties in the RM zone. The property directly north is zoned UD but has the underlying Multi-Family Residential comprehensive plan designation. The UD zone does allow for lower densities, however development standards in the RM zone are intended to provide buffering from any adjacent lower residential density zones. The proposal meets this criterion.

6. The existing Plan designation in the Salem Area Comprehensive Plan is Multi-Family Residential, and this Plan designation provides for the application of the RM zone proposed by the Applicant. The applicable policies are as follows:

*Housing Goals and Policies*

*H 1.1 Housing types: A variety of housing types shall be allowed and encouraged throughout the Salem Urban Area, including single-family homes, accessory dwelling units, manufactured homes, townhouses, middle housing, and multifamily housing. (SUA)*

*H 1.2 Innovation: The development of new and innovative housing types and designs such as cottage clusters, cohousing, and multigenerational housing should be encouraged in the Salem Urban Area to diversify the housing stock and meet different housing needs.*

*H 1.3 Accessibility and aging in place: The development of affordable and low-income accessible housing, including homes with universal design features, should be encouraged to meet the needs of older adults and people with mental and physical disabilities, particularly in areas near services and transit.*

*H 1.4 Adaptability: Flexibility shall be provided in regulations to allow existing homes to convert to middle housing to adapt to changing housing needs in the future.*

*H 1.5 Housing diversity: New residential developments should be encouraged to incorporate a diversity of housing types and sizes to attract residents of varying income levels, lifestyles, and housing preferences.*

*H 1.6 Multi-dwelling ownership: Homeownership opportunities in multi-dwelling housing should be encouraged, including the creation of townhouses, condominiums, and cooperatives.*

*H 1.7 Specialized housing: The development of specialized housing for the area's elderly, disabled, students, and other groups with special housing needs should be encouraged.*

*H 1.8 Fair housing: Regulatory barriers to housing choices for people in protected classes shall be removed, and the City should coordinate with other agencies and organizations to support programs that aim to affirmatively further fair housing*

Applicant proposes a change in zone to RM to construct three duplexes for a total of 7 units on the subject property. There are a variety of different housing developments within the immediate area of the subject property, including traditional single-family dwellings and 1 and 2-story apartments. The duplex configuration model shown in the proposed site plan would add to the variety of housing types in the area and stand out from other nearby development models. Additionally, the proposal has potential to be implemented in ways that allow multi-dwelling ownership through condominium or townhouse style ownership. Finally, the location is within an identified transit corridor, and therefore public transportation services are available in the area. The proposal meets the City of Salem Housing Goals and Policies.

*Land Use and Urbanization Goals and Policies*

*L 1.1 Growth management program: The City shall maintain and facilitate an urban growth management program that guides the conversion of urbanizable land to urban uses, provides for the orderly and economically efficient extension of public services and facilities to that land, and takes into consideration the need for an adequate supply of land to meet future development requirements.*

*L 1.2 Land sufficiency: The City shall periodically update inventories and analyses related to housing and economic development – including the Salem Housing Needs Analysis, Economic Opportunities Analysis, and Buildable Lands Inventory – to ensure the Salem area has the amount and type of land needed to accommodate population and employment projections.*

*L 1.3 UGB is urbanizable: The City shall consider urbanizable areas within the urban growth boundary as available for annexation and urban development.*

*L 1.4 Urban growth boundary expansion: If the Urban Growth Boundary for the Salem Urban Area is expanded to include additional land for residential development, the City shall give first priority to lands that have been removed from the 1982 boundary.*

*L 1.5 Annexation coordination: The City shall coordinate with Marion and Polk Counties to encourage the orderly annexation to the City of Salem of the land within the Salem urban area.*

*L 1.6 Annexation legislation: Legislation that removes barriers to annexing land within the Salem urban area to the City of Salem in an orderly fashion should be supported.65 Land Use and Urbanization*

*L 1.7 Extension of services: The City shall prohibit the extension of sewer or water service to any land for development outside city limits or County service districts. Such areas must be annexed to the City to receive those services except as may be agreed by the City and appropriate County. (SUA)*

*L 1.8 Septic systems: The City is the appropriate provider of sewer facilities for land within the UGB. In order to ensure the efficient development of land within the UGB and ability to redevelop land at urban densities, septic systems should be limited to situations where sewer is not physically or legally available. Approval of septic systems shall be based on verification of septic suitability by the County Sanitarian. (SUA)*

#### *Inside City Limits*

*Property within the City limits shall be connected to City services. Septic systems are allowed inside City limits for low density residential uses subject to standards that assure adequate opportunities for future development at urban densities subject to non-remonstrance agreements and State and Federal requirements. Existing septic systems can be maintained and repaired.*

#### *Outside City Limits*

*Unless a different standard has been mutually concurred upon by the City and relevant County, unincorporated property that is contiguous to City limits shall not be approved for septic systems unless city sewer service is physically unavailable. City services shall be extended to contiguous properties upon annexation of the property.*

*Unincorporated, non-contiguous property may have new septic systems and may repair existing septic systems. Approval of septic systems should include consideration of adequate opportunities for future development at urban densities such as future rights of way, access points, and easements.*

*L 1.9 Service districts: No new service districts shall be created within the Salem urban area to provide fire protection, sewer or water service. (SUA)*

*L 1.10 Infill: Development of vacant and underutilized land with existing urban services should be encouraged before converting urbanizable lands to urban uses and extending services beyond presently served areas.*

*L 1.11 Services: The City shall provide levels of services to city residents consistent with community needs as determined by the City Council, within the financial capability of the City, and subject to relevant legal constraints on revenues and their applications.*

*L 1.12 Sizing facility extensions: The City shall ensure that the extension of sewer, water, storm drainage, and transportation facilities within the Salem urban area conforms with the adopted growth management program. Public water and sewer facilities shall be sized and constructed appropriately to serve the areas within the urban growth boundary.*

*L 1.13 Facility responsibility: Where development creates a demand for new or expanded facilities and services, new development should bear a share of the costs of new or expanded facilities and services.* 66 Land Use and Urbanization

*L 1.14 Compatibility of improvements: Within the Salem urban area, the City shall coordinate with Marion and Polk Counties to ensure their improvement and construction standards are compatible with the City of Salem improvement and construction standards for street, sewer, densities cited in the Public Facilities Plan.*

Applicant proposes to change the zoning on the subject property from UD to RM to allow for more intensive urban development than is allowed by the current zone. The property is within the UGB of the City of Salem and currently contains one single family dwelling. Infill development on properties with open space within the UGB of Salem is prioritized over expanding the growth boundary to encompass new areas, so the proposal is consistent with the Land Use and Urbanization goals related to areas of focus for development. The City of Salem commented that the property is located within the East Salem Sewer Service District and Jan Ree Water Service District and that the City will provide services to the site. This addresses the goals related to extending and providing urban services.

The proposal meets the Land Use and Urbanization Goals and Policies. The proposal meets the required goals and policies, and therefore fully meets the criterion of MCC 16.39.050(A).

## SUBDIVISION

7. The standards and criteria for subdivisions and partitions are stated in Marion County Code Chapter 16.33. Under MCC 16.33.040, when considering a subdivision, the hearings officer shall consider whether or not it is in accordance with the adopted ordinances, comprehensive plans, and land development policies of Marion County.
8. The standards for roads, streets, and easements are listed in MCC16.33.160 through MCC 16.33.340 and include:

*16.33.160 ENGINEERING STANDARDS AND REQUIREMENTS. Engineering standards and requirements, including but not limited to streets, drainage, access, easements, and thoroughfare improvements, shall be those currently approved by the Marion County department of public works.*

Based on compliance with Engineering Requirements and Conditions, the proposal can be conditioned to satisfy the standards.

*16.33.180 DEEDING OF RIGHT-OF-WAY ROADWAY. No person shall dedicate for public use, or deed to Marion County, a parcel of land which is used or proposed to be used as access without first obtaining the approval of the board or its designee and delivering the deed to the board for its endorsement. No dedication is effective unless the property is accepted by the Board or its designee and recorded with the Marion County clerk's office.*

Public Works Land Development, Engineering, and Permits (LDEP) requires that 25-feet of right-of-way must be dedicated on Leafwood Ave. Compliance with the requirement will satisfy this criterion.

*16.33.190 CONNECTIVITY. Applicants submitting preliminary development plans shall provide for local streets oriented to or connecting with existing or planned streets, existing or planned schools, parks, shopping areas, transit stops, and employment centers located within one-half mile of the development. Applicants shall also provide for extension of local streets to adjoining major undeveloped properties and eventual connection with the existing street system. Connections to existing or planned streets and undeveloped properties along the border of the parcel shall be provided at no greater than 600-foot intervals unless the planning director, or designee, determines that one or more of the following conditions exist:*

- A. Physical or topographic conditions make a street or accessway connection impractical. Such conditions include, but are not limited to, freeways, railroads, steep slopes, wetlands or other bodies of water where a connection could not reasonably be provided; or*
- B. Buildings or other existing development on adjacent lands physically preclude a connection now or in the future considering the potential for redevelopment.*

No new streets are proposed as part of this application. Proposed properties will maintain frontage on either Hollywood Dr NE or Leafwood Ave NE, which are existing public right of ways.

*16.33.200 DEAD-END STREETS. When it appears necessary to continue streets to an adjacent acreage, the streets shall be platted to the boundary or property line of the proposed subdivision without a turnaround. In all other cases, dead-end streets shall have a turnaround with a configuration approved by the Marion County department of public works.*

No dead end streets are proposed as part of this application.

*16.33.220 RADIUS AT STREET INTERSECTIONS. The property line radius at street intersections shall be to Marion County department of public works' standards.*

Based on compliance with Engineering Requirements and Conditions, the proposal can be conditioned to satisfy these standards.

*16.33.240 STREET GRADES. No street grade shall be in excess of 12 percent unless the commission or hearings officer finds that, because of topographic conditions, a steeper grade is necessary. The commission or hearings officer shall require a written statement from the director of public works indicating approval of any street grade that exceeds 12 percent.*

No new streets are proposed. This criterion does not apply.

*16.33.260 DEDICATION OF RIGHT-OF-WAY. If land to be subdivided or partitioned will cause the termination of a right-of-way of less than standard width, the applicant shall dedicate sufficient land to provide for a cul-de-sac or to increase the half (or halves) of right-of-way bordering the subject parcel to one-half of the standard width. Unless otherwise specified for an individual street in this title, standard right-of-way widths are subject to the standards of the Marion County department of public works.*

Public Works Land Development, Engineering, and Permits (LDEP) is requiring that 25-feet of right-of-way must be dedicated on Leafwood Ave, therefore this criterion is met.

*16.33.280 ADDITIONAL RIGHT-OF-WAY WIDTHS. Where topographical requirements necessitate either cuts or fills for the proper grading of the streets, additional right-of-way or slope easement may be required to accommodate the cut and fill.*

There are no topographical requirements indicated by LDEP.

*16.33.290 PERFORMANCE STANDARDS. Whenever adequate assurances of performance are required as a condition of approval of any subdivision under this title, the applicant shall provide one of the following:*

- A. A surety bond executed by a surety company authorized to transact business in the state of Oregon, in an amount equal to 100 percent of the construction cost of the required improvements, as verified by the county.*
- B. A verified deposit with a responsible escrow agent or trust company of cash or negotiable bonds in an amount equal to 100 percent of the construction costs of the required improvements, together with an agreement that the deposit may be disbursed only upon county approval. The agreement shall include a provision that the county shall allow release of the deposit in such amounts and at such times as a corresponding proportion of the required improvements are completed to the satisfaction of the county engineer following an inspection by the county engineer or the engineer's authorized representative.*

- C. *An irrevocable letter of credit from one or more financial or lending institutions pledging that funds equal to 100 percent of the construction cost of all required improvements are available to the applicant and are guaranteed for payment for the improvements.*

*Regardless of the option chosen above, no building permits for any structures within the subdivision will be issued until all improvements have been completed by the applicant. Or, in the event the applicant fails to complete all improvements, the county may estimate the cost of completing any required improvement, call on the bond or deposit for the funds necessary to complete the improvement, and complete the improvement to the extent of the funds obtained upon call of the bond or deposit. If the amount obtained from the bond or deposit is insufficient to complete the improvement, the county may either hold the collected funds until additional funds are authorized for the improvement or expend the collected funds on a revised improvement or on a portion of the improvement as determined reasonable by the director of public works. Following final inspection, if the improvement is complete and the amount of the bond or deposit exceeds the actual cost to the county of completing the improvement, the remainder shall be released.*

- D. *Maintenance Bonds. The applicant shall provide a maintenance bond in a form approved by the office of county legal counsel equal to 40 percent of the construction cost of all required improvements. The applicant shall provide the bond within 30 days after final review of the required improvements. The bond shall remain in effect for one year after the completion of construction of all required improvements. The purpose of the bond is to guarantee applicant's obligation to maintain all required improvements for a period of one year after completion of construction of all required improvements. After the expiration of the one-year period, any remaining balance on the bond shall be released. The bond shall include a provision stating that, in the event the county must take legal action to recover on this bond, and it prevails at trial or on appeal, the county shall be entitled to recover its reasonable attorneys' fees and its costs and disbursements. Nonpayment of the bond will not invalidate applicant's obligations under the bond.*

LDEP has not identified the need for a bond for assurances with respect to improvements. The criterion does not apply to this proposal.

*16.33.300 UTILITY EASEMENTS. Utility easements meeting the approval to the standards of the affected utilities shall be provided to all newly created lots.*

The decision can be conditioned to satisfy this standard. Utility easements must be shown on the final plat and will be reviewed by Planning and LDEP. The criterion can be met.

*16.33.320 STREET OR ROAD IMPROVEMENTS. All street or road improvements including pavement, curbs, sidewalks, signage, and surface drainage shall be in accordance with the specifications and standards prescribed by the director of public works. Subdivision plats shall not have final approval until such time as the director of*

*public works, or his/her designee, is satisfied that the street improvements will be completed in accordance with the specifications and standards set forth by the Marion County department of public works.*

*No building permits within a subdivision or partition shall be issued until the Director of public works, or his/her designee, approves that the improvements have been completed or, sufficient improvement agreements and financial guarantees have been recorded.*

The criterion can be satisfied as conditioned.

*16.33.340 PRIVATE STREETS. In the event the subdivider or developer elects to provide private streets or thoroughfares, they shall be maintained by the homeowners' association and a maintenance agreement shall be submitted to Marion County for review and approval prior to recording the final plat.*

No private streets are proposed; this criterion does not apply.

9. The standards for blocks and lots are listed in Marion County Code Chapter 16.33.360 through 16.33.340 and include:

*16.33.360 SUBDIVISION. Block lengths and widths shall be determined after considering the following factors:*

- A. The distance and alignment of existing blocks and streets adjacent to or in the general vicinity of a proposed subdivision;*
- B. Topography;*
- C. Lot size; and*
- D. Need for and direction of the flow of through and local traffic. Blocks shall not exceed 600 feet between street or road right-of-way lines unless the adjacent layout or special conditions justify greater length. Except where topographical or other physical features require otherwise, block widths shall not be less than 120 feet or greater than 400 feet.*

*16.33.380 MIDBLOCK PEDESTRIAN ACCESS. Where topographic or other conditions make necessary a block of unusual length, the commission may require midblock pedestrian walks with a right-of-way at least 10 feet in width which shall be hard surfaced through the block, and extending from street curb to street curb.*

There are no blocks being created in this subdivision request.

*16.33.400 LOT SIZE. All lots approved under this chapter shall have sufficient area to be consistent with the intent of the Comprehensive Plan and to provide adequate area for the intended structures and uses, all setbacks, access and spacing required for water*

*supply and waste water disposal. Lots to be served by public or privately owned sewage collection and disposal system must meet the requirements and have approval of the Oregon State Department of Environmental Quality before being recorded or sold. State regulations, soil types, drainage, terrain, and location may be included as part of the criteria used by the state or county in determining appropriate lot sizes for lots using subsurface disposal of sewage. Lot size and dimensions shall be as prescribed in the corresponding zone.*

The RM zone contains a minimum property size of 6,000 square feet, a minimum lot width of 40 feet, and a depth of 70 feet. In this proposal, the lot with the existing dwelling will be approximately 9,900 square feet, and the new lots that will house the duplexes will be approximately 6,006 square feet. Applicant states that the resulting parcels having the dimensions of 57.20 feet by 105.0 feet, meeting the lot dimension requirements. In addition, the maximum density is no more than one dwelling unit per 1,500 square feet of lot area, which the proposal has met. The application and site plan provide show the development meeting the applicable lot sizes, dimensions, and density.

*16.33.420 CURVED FRONT LOT LINES. When front lot lines are on a curve or arc, the front line distance shall be indicated on the final plat by bearing and chord distance.*

No curved lot lines are proposed, but if they are, they shall be held to this standard.

*16.33.440 LOT LINE. Side lot lines shall be as close to right angles to the front street line as practicable. Unless otherwise approved, rear lot lines shall be not less than one-half the width of the front lot lines.*

Proposed lot lines are as close to right angles as possible. The criterion is met.

10. The standards for sewage, water, and utilities are listed in Marion County Code Chapter 16.33.460 through 16.33.560 of the Marion County Code (MCC) and include:

*16.33.460 SEWAGE DISPOSAL. All lots or parcels shall be served by an authorized sewage disposal system. Subsurface sewage disposal for individual parcels shall meet the requirements of the Department of Environmental Quality (DEQ) and the Marion County building inspection division. Those subsurface sewage systems that are used by a community, sanitary district, industry, or incorporated area must be authorized by the Department of Environmental Quality (DEQ) via the Marion County building inspection division. Installation and maintenance shall be in accordance with the Department of Environmental Quality's regulations and requirements. The commission, director, or hearings officer may require connection to an existing sewage collection and treatment system regardless of lot suitability for subsurface disposal if the commission, director or hearings officer deems it necessary and provided the connection is available.*

The lots in the subdivision will be served by the City of Salem sewage disposal system.

16.33.480 WATER SUPPLY. All lots or parcels shall be served by an authorized public or private water supply system.

- A. *Public or Private Systems. Public or private systems shall meet the requirements of the Oregon State Health Division with reference to chemical and bacteriological quality. In addition, such systems must meet the quantity, storage, and distribution system requirements of the State Health Division and the operator of the water system.*

The proposed development will be served by the Jan Ree Water Service District. The criterion is met.

16.33.500 SEWER AND WATER LINES AND CONNECTIONS. All proposed subdivisions within established or proposed urbanizing areas of municipalities, service districts and other incorporated communities, where, upon concurrence from the municipality, district, or incorporated community that public sewer and water services are imminent, shall be developed with water and sewer lines that meet the specifications of the director of the Marion County department of public works.

The proposed development will be connected to the City of Salem's sewer district. The criterion is met.

16.33.520 UNDERGROUND UTILITIES. All permanent utility service to lots in a subdivision within an established urban growth boundary shall be provided from underground facilities and no overhead utility service to a subdivision shall be permitted. The subdivider shall be responsible for complying with the requirements of this section and shall:

- A. *Obtain a permit from the director of public works for the placement of all underground utilities.*

The City of Salem provides water to the lots. The criterion is met.

- B. *Make all necessary arrangements with utility companies and other persons or corporations affected by the installation of such underground lines and facilities in accordance with the rules and regulations of the public utility commissioner of the State of Oregon.*

Applicant agrees to the requirement and it will be a condition of approval. The criterion is met.

16.33.540 UNDERGROUND UTILITIES EASEMENTS. Underground easements for utilities and overhead utility facilities shall be provided by the subdivider and set forth on the final plat. Each easement shall be a minimum of 10 feet in width except on the perimeter of the subdivision where the minimum width shall be five feet, and when possible, such easement shall be centered on or bordering a lot line. The subdivider

*shall provide five-foot utility easements on both sides of all road or street rights-of-way of 60 feet or less.*

Applicant intends to comply with this standard and it will be reviewed with the subdivision plat.

*16.33.560 STREET LIGHTING. Proposed subdivisions located within established street lighting district boundaries shall submit street lighting plans from the appropriate power company to the director of public works for approval. All provisions for wiring for underground installation shall be completed before the final street improvement is made.*

No public streets are being created, this standard does not apply.

11. Access standards are listed in Marion County Code Chapter 16.33.680 and state:
- All lots must have a minimum 20 feet of frontage on a public right-of-way or, when an access easement is proposed to serve one or more lots in any partitioning, the location and improvement of the roadway access shall conform to the following standards which are necessary for adequate access for emergency vehicles. Evidence that the access has been improved to these standards and a driveway permit has been obtained shall be provided prior to the issuance of building permits on the parcels served by the access easement. The easement shall meet the following standards:*
- A. Have a minimum easement width of 25 feet;*
  - B. Have a maximum grade of 12 percent;*
  - C. Be improved with a paved surface with a minimum width of 20 feet;*
  - D. Provide adequate sight-distance at intersections with public roadways;*
  - E. Be provided with a road name sign at the public roadway as identification for emergency vehicles in accordance with Chapter 11.55 MCC, Naming and Addressing Roads/Property.*

All of the proposed lots have frontage on either Hollywood Dr NE or Leafwood Ave NE and will each have a driveway that is served by the street upon which the lot has frontage. Each lot exceeds 20 feet of frontage on a public right-of-way. No private access easement is being proposed.

12. Marion County Code Chapter 16.33.1020 addresses time limits for filing and recording a plat and states:

*When the subdivider has expressed intent to develop a subdivision in phases or stages, the first phase of the final plat, or, if not to be developed in phases or stages, the completed final plat must be filed with the director by the first day of the 24th month following the date of detailed approval or said detailed approval shall be deemed null and void. The final plat shall be approved by public officials as required by law and recorded within 180 days following the date the plat is submitted to the director. Extensions to either time deadline may be approved by the director upon submittal of written justification prior to the expiration of the time limit.*

If Applicant decides to develop the subdivision in phases, it must be expressed in writing prior to submitting the plat for the first phase. This requirement will be made a condition of approval.

13. Marion County Planning Staff recommends approval of the proposal and recommends that if the hearings officer grants the Applicant's application, certain conditions be applied as necessary for the public health, safety, and welfare.

## **VII. Decision**

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval of zone change to change the zone for UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a .64 acre parcel into 4 lots located at 3200 Hollywood Drive NE, Salem. Therefore, the Hearings Officer **GRANTS** the zone change and subdivision application, subject to the conditions set forth below. The conditions are necessary for the public health, safety and welfare.

1. Applicant shall obtain all permits required by the Marion County Building Inspection Division.
2. All future development on the property must satisfy the specific development standards in the RM zone, chapter 16.04 and the general development standards found in Chapter 16.27 of the Marion County Code.
3. Public Works Land Development, Engineering and Permits requests that the following conditions be applied:

### ENGINEERING CONDITIONS

Condition A – Prior to plat approval construct utility service extensions serving each of the developable lots facing Leafwood Avenue, and, a 5-foot wide sidewalk along the proposed west lot Leafwood Avenue frontage, including east termination ADA ramp.

Condition B – On the subdivision plat dedicate a Leafwood Avenue 25-foot Right-of-Way (R/W) half-width including any necessary additional R/W to accommodate a sidewalk transition extending from the existing corner pedestrian ramp and around the backside of the existing utility pole.

Condition C – Prior to plat approval, submit civil engineering plans for the development to include Leafwood Avenue facing vehicle driveway access, pedestrian frontage improvements, stormwater management facilities, utility service extensions and erosion control.

Condition D – Prior to plat approval design, permit and construct a stormwater management system serving each of the developable lots to include detention and Water Quality Treatment (WQT), and, record a stormwater Operations & Maintenance (O&M) Agreement for same. In the alternative, individual lot systems such as raingardens sized based upon county prescriptive

parameters may be constructed prior to issuance of a Certificate of Occupancy on the developable lots. For the latter scenario, a template design must be submitted.

### **VIII. Referral of Decision**

This document is a referral to the Marion County Board of Commissioners. A hearings officer's decision to approve a zone change does not become final until the Board adopts an ordinance implementing the decision. Any aggrieved or affected person may file with the Marion County Clerk (555 Court Street NE, Salem, Oregon), a written request for a public hearing before the Board within fifteen (15) days of the date of mailing of this decision. The request must be accompanied by and will not be accepted without payment of a \$500.00 fee. If the Board denies the appeal, \$300 of the fee will be refunded. The Board has discretion whether to hold a public hearing. After fifteen (15) days, the Board may take final action on this application without conducting another public hearing.

DATED this 5<sup>th</sup> day of May, 2026.



Jill F. Foster

Marion County Hearings Officer

## CERTIFICATE OF MAILING

I hereby certify that I served the foregoing order on the following persons:

Antonio Diaz  
3200 Hollywood Drive NE  
Salem, OR 97305

Shea Romero  
425 Ewald Ave. SE  
Salem, OR 97302

City: Salem *(via email)*  
apanko@cityofsalem.net

Area Advisory Committee #1:  
laurelhines@gmail.com  
arkaye2@gmail.com

Roger Kaye  
Friends of Marion County  
P.O. Box 3274  
Salem, OR 97302

1000 Friends of Oregon  
133 SW 2nd Ave  
Portland, OR 97204-2597

Pudding River Watershed Council *(via email)*  
anna@puddingriverwatershed.org  
cleanpuddingriver@gmail.com

### **County Agencies Notified:**

Assessor's Office *(via email)*  
assessor@co.marion.or.us

Tax Collector *(via email)*  
NMcVey@co.marion.or.us

Surveyor's Office *(via email)*  
KInman@co.marion.or.us

Fire District: *(via email)*  
Salemfire@cityofsalem.net

Planning Division *(via email)*  
breich@co.marion.or.us  
abarnes@co.marion.or.us  
jspeckman@co.marion.or.us  
ediaz@co.marion.or.us  
gpeden@co.marion.or.us

Building Inspection *(via email)*  
pwolterman@co.marion.or.us  
Kaldrich@co.marion.or.us  
CTate@co.marion.or.us

Public Works LDEP Section *(via email)*  
jrasmussen@co.marion.or.us  
mcldep@co.marion.or.us  
JShanahan@co.marion.or.us

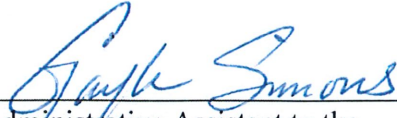
School District: *(via email)*  
Fridenmaker\_david@salemkeiz.k12.or.us

Code Enforcement *(via email)*  
CGoffin@co.marion.or.us

### **State Agencies Notified:**

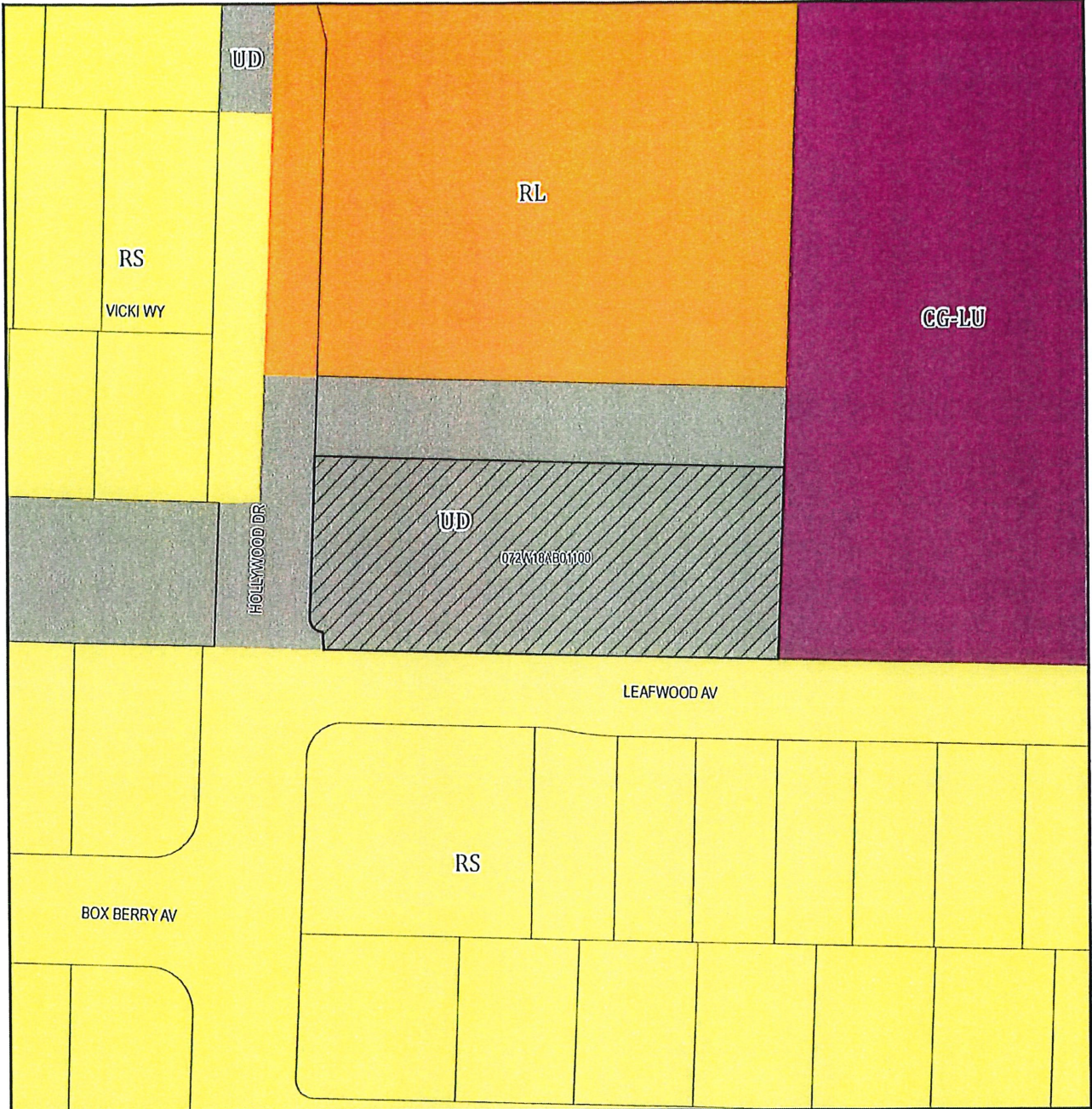
askenergy@Oregon.gov  
Jennifer.b.ringo@odfw.oregon.gov  
park.info@oregon.gov  
carrie.landrum@state.or.us  
Mike.I.mccord@wrdd.state.or.us  
Gregory.j.wcker@oregon.gov

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 5th day of May, 2023 and that the postage thereon was prepaid.



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Administrative Assistant to the  
Hearings Officer



**ZONING MAP**

Input Taxlot(s): 072W18AB01100

Owner Name: SALCEDO, JOSE ANTONIO DIAZ

Situs Address: 3200 HOLLYWOOD DR NE  
 City/State/Zip: SALEM, OR, 97305  
 Land Use Zone: UD  
 School District: SALEM-KEIZER  
 Fire District: MARION COUNTY NO.1

**Legend**

-  Input Taxlots
-  Lakes & Rivers
-  Highways
-  Cities



scale: 1 in = 81 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 BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 6/3/2026

Department: Public Works

Title: Shaff Road Sidewalk Improvements 2026

Management Update/Work Session Date: 5/19/2026 Audio/Visual aids

Time Required: 10 Min Contact: Jill Ogden Phone: 503-365-3152

Requested Action: Approve Contract PW-7130-26 with Mid Valley Excavation, LLC in the amount of \$258,202.00 for the construction of the Shaff Road Sidewalk Improvements 2026 Project.

Issue, Description & Background: Each year, Marion County solicits for the construction of missing and substandard sidewalks and ADA ramps. Shaff Road in Stayton has substandard or missing ramps from Golf Club Road to North First Avenue. This project will construct 23 ramps along the walking route.  
On April 9, 2026, eight bids were received and opened ranging from \$258,202 to \$388,323 for this project. Mid Valley Excavation, LLC was the lowest responsible bidder. The bid award was approved on April 16, 2026, and became official at 5:00 pm, April 23, 2026, following the required 7-day protest period. No protests were received.

Financial Impacts: Public Works has budgeted the necessary funds to complete the projects in the FY 2026-27 budget.

Impacts to Department & External Agencies: None

List of attachments: Construction Contract PW-7130-26 and Contract Review Sheet

Presenter: Ryan Crowther, Capital Projects Supervisor

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.05.06 08:11:08 -07'00'

# Contract Review Sheet

Public Improvement Agreements

**PW-7130-26**

Title: Shaff Road Sidewalk Improvements 2026

Contractor's Name: Mid Valley Excavation, LLC

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: Execution

Expires: May 17, 2027

Original Contract Amount: \$ 258,202.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 258,202.00 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 40-0200 Invitation to Bid - Public Improvement ITB# PW1790-26

Description of Services or Grant Award

Construction of ADA compliant curb ramps and replacement of asphalt multi-use path with concrete sidewalk.

Desired BOC Session Date: 6/3/2026

Contract should be in DocuSign by: 5/13/2026

Agenda Planning Date: 5/21/2026

Printed packets due in Finance: 5/19/2026

Management Update: 5/19/2026

BOC upload / Board Session email: 5/20/2026

BOC Session Presenter(s) Ryan Crowthers Code: Y

## REQUIRED APPROVALS

  
\_\_\_\_\_  
Finance - Contracts Date 05/11/2026

Traci Clarke  
Traci Clarke (May 11, 2026 08:04:05 PDT)  
\_\_\_\_\_  
Contract Specialist Date

  
\_\_\_\_\_  
Legal Counsel Date 05/12/2026

Jan Fritz  
Jan Fritz (May 19, 2026 23:00:15 PDT)  
\_\_\_\_\_  
Chief Administrative Officer Date

## CONSTRUCTION CONTRACT PW-7130-26

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, Mid Valley Excavation, LLC, hereinafter called the "Contractor" for the Project entitled: **Shaff Road Sidewalk Improvements 2026**.

### WITNESSETH

Contractor, in consideration of the sum of **\$ 258,202.00** (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 – **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, and (12) 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 County, state or any 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.

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, 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.

#### 14. 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: *Brian Nicholas* 05/11/2026  
Brian Nicholas (May 11, 2026 10:00:35 PDT)  
Department Director or designee Date

Authorized Signature: *Jan Fritz* 05/19/2026  
Jan Fritz (May 19, 2026 23:00:15 PDT)  
Chief Administrative Officer Date

Reviewed by Signature: *Aubrey Wittendorf* 05/12/2026  
Marion County Legal Counsel Date

Reviewed by Signature: *[Signature]* 05/11/2026  
Marion County Contracts & Procurement Date

**Mid Valley Excavation, LLC.**

Authorized Signature: \_\_\_\_\_  
Date

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

**EXHIBIT L**

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

SHAFF ROAD IMPROVEMENTS

MARION COUNTY, OREGON

Bid Publication Date: March 25, 2026

Bid Opening: April 9, 2026

MARION COUNTY BID #: PW1790-26

OREGONBUYS BID SOLICITATION #: S-C25102- 00016201

ONE OFFICE NO. 2026-201  
ACCOUNTING PROJECT NO. 106489

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MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron	Commissioner
Danielle Bethell	Commissioner
Colm Willis	Commissioner

---

Brian Nicholas, Director of Public Works



EXPIRES: 06-30-2027

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/>

**EXHIBIT L**

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EXHIBIT L

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**EXHIBIT L**

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## EXHIBIT L INTRODUCTION

### 1.1 Description of Work

Construction of ADA compliant curb ramps and replacement of asphalt multiuse path with concrete sidewalk as called for in the Plans and Specifications, and such Incidental Work as requested by the Engineer. The estimated project cost range is \$250,000 to \$300,000.

### 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 seven 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 April 9<sup>th</sup>, 2026. Bids will be considered time-stamped and received by the County 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 County 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 by the Single Point of Contact or designee immediately following the Closing date/time specified in Section 1.4 of this ITB, at Marion County Public Works Building 1, 5155 Silverton Road NE Salem, Oregon. Interested parties may attend the bid opening in person or virtually via Microsoft Teams. To attend virtually, join the following Teams meeting at the Closing date/time specified in Section 1.4 of the ITB: [Shaff Road Improvements](#)

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <https://oregonbuys.gov/bsol/> 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 no later than May 17, 2027. (Also see Special Provisions 180.50(h))

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 Single Point of Contact at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Traci Clarke

503-365-3100

[PWcontracts@co.marion.or.us](mailto:PWcontracts@co.marion.or.us)

### 1.8 Bid Guarantee

## EXHIBIT L

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](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 at the time of solicitation. The existing state prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum, and shall 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

**NOTE: All mandatory submission forms must be combined and submitted as one pdf file.**

**In addition – please upload the excel Bid Schedule (Attachment A). excel version takes precedence.**

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 County 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 County 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 County will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the County per Section 00120.70 of the General Conditions. The County reserves the right to

## **EXHIBIT L**

reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the County determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the County.

### **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 there with 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 2026-201 expires on April 30,2028.

**EXHIBIT A**  
**BID SCHEDULE**  
Marion County Public Works  
Shaff Road Sidewalk Improvements 2026  
Marion County Bid Solicitation #: PW1790-26  
OregonBuys Bid Solicitation #: S-C25102-00016201  
OneOffice #: 2026-201

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1	LS	\$10,217.00	\$10,217.00
0221-0101	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	\$3,578.00	\$3,578.00
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EACH	\$1,552.00	\$3,104.00
0223-0168	FLAGGERS	240	HOUR	\$90.00	\$21,600.00
0225-0156	BAR REMOVAL	127	SQFT	\$19.00	\$2,413.00
0280-0100	EROSION CONTROL	1	LS	\$2,080.00	\$2,080.00
0280-0112	CONCRETE WASHOUT FACILITY	3	EACH	\$110.00	\$330.00
0280-0114	INLET PROTECTION, TYPE 7	6	EACH	\$174.00	\$1,044.00
0290-0100	POLLUTION CONTROL PLAN	1	LS	\$1,000.00	\$1,000.00
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$12,857.00	\$12,857.00
0320-0100	CLEARING AND GRUBBING	1	LS	\$6,162.00	\$6,162.00
0490-0100	ADJUSTING BOXES	4	EACH	\$307.00	\$1,228.00
0490-0102	ADJUSTING CATCH BASINS	2	EACH	\$1,285.00	\$2,570.00
0490-0120	MINOR ADJUSTMENT OF MANHOLES	4	EACH	\$1,109.00	\$4,436.00
0620-0104	COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCHES DEEP	200	SQYD	\$27.00	\$5,400.00
0641-0115	1 INCH - 0 AGGREGATE BASE	452	TON	\$38.00	\$17,176.00
0740-0100	COMMERCIAL ASPHALT CONCRETE PAVEMENT	163	TON	\$241.00	\$39,283.00
0759-0103	CONCRETE CURBS, CURB AND GUTTER	306	FOOT	\$79.00	\$24,174.00
0759-0110	CONCRETE CURBS, STANDARD CURB	208	FOOT	\$68.00	\$14,144.00
0759-0128	CONCRETE WALKS	3860	SQFT	\$12.00	\$46,320.00
0759-0154	EXTRA FOR NEW CURB RAMPS	23	EACH	\$303.00	\$6,969.00
0759-0510	TRUNCATED DOMES ON NEW SURFACES	250	SQFT	\$33.00	\$8,250.00
0867-0145	PAVEMENT BAR, TYPE B-HS	125	SQFT	\$17.00	\$2,125.00
0902-0101	CROSSWALK CLOSURE SUPPORTS	1	EACH	\$2,762.00	\$2,762.00
0905-0101	REMOVE AND REINSTALL EXISTING SIGNS	1	LS	\$1,478.00	\$1,478.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	50	SQFT	\$13.00	\$650.00
1030-0700	RESTORE EXISTING LANDSCAPING	1	LS	\$8,718.00	\$8,718.00
9999-0571	GROUTED DURABLE ROCK	50	SF	\$137.00	\$6,850.00
9999-0572	SIGN POST CONCRETE COLLAR	2	EA	\$642.00	\$1,284.00

OneOffice 2026-201 - PROJECT NUMBER 1\* TOTAL

\$258,202.00

## EXHIBIT 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 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 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 County 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 County 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, County, the County'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: \$ 1,500,000.00. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 1,500,000.00.

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. <u>N/A</u>	Date: _____
No. <u>  </u> No. <u>  </u>	Date: _____
No. <u>  </u> No. <u>  </u>	Date: _____
	Date: _____
	Date: _____

*[The remainder of this page intentionally left blank.]*

The name of the Bidder who is submitting this Bid Certification is:

Company: Mid Valley Excavation, LLC  
(Print or Type)

Address: P.O. Box 541  
(Print or Type)

City, State Zip Sublimity, OR 97385  
(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 9th day of April, 2026.

Construction Contractor's  
Board Registration Number  
197179

Mid Valley Excavation, LLC  
Firm Name

Michael Nelson  
Signature of Bidder

Michael Nelson  
Name Print or Type

General Manager / Owner  
Title Print or Type

Telephone No. 503-800-1746

Email Address: mnelson@midvalleyexcavation.com

Tax ID # 36-4731951

Business Organization: (Check one)

- |                                      |   |  |
|--------------------------------------|---|--|
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship                  | <input type="checkbox"/> Other _____   |

## 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

Location (city/state)	Lebanon, Oregon
Owners Name	City of Lebanon
Type of Work	Asphalt Trail Construction, ADA Curb, Ramps, and Parking, Excavation, Traffic Control
% Completed	100%
Estimated Completion Date	September 2025

### Contract #2

Location (city/state)	Salem, Oregon
Owners Name	Marion County Public Works
Type of Work	Guardrail Installation
% Completed	100%
Estimated Completion Date	August 2025

### Contract #3

Location (city/state)	Beaverton, Oregon
Owners Name	ODOT
Type of Work	Road Demolition, Reinforced Concrete Pad Pad Installation
% Completed	100%
Estimated Completion Date	May 2025

References – minimum of two project owner references and two subcontractor references.

### #1 Project Owner Reference

Reference Name	Shana Olson
Business or Employer	City of Lebanon
Telephone	541-258-4265
Project Name/\$ Amount	\$237,383

### #2 Project Owner Reference

Reference Name	Steve Preszler
Business or Employer	Marion County Public Works
Telephone	503-365-3157
Project Name/\$ Amount	\$111,770

### #1 Subcontractor Reference

Reference Name	Stacy Stubblefield, PE
Business or Employer	ODOT
Telephone	971.673.1343
Project Name/\$ Amount	\$109,650

### #2 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

BID BOND

Bond No. 73799607

KNOW ALL PERSONS BY THESE PRESENTS, that Mid Valley Excavation LLC hereinafter called the Principal, and Western Surety Company, a Corporation organized and existing under and by virtue of the laws of the state of South Dakota duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the sum of ten percent of the total amount of the 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 PW1790-26 Shaff Road Improvements 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 11th day of April, 2026.

Mid Valley Excavation, LLC  
Principal

By: [Signature]

Western Surety Company  
Surety

By: [Signature]  
Attorney-in-Fact Edward E. Davis

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Edward E Davis, Richard E Davis, Individually**

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

**- In Unlimited Amount!! -**

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

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

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.



WESTERN SURETY COMPANY

*Larry Kasten*  
Larry Kasten, Vice President

State of South Dakota } 55  
County of Minnehaha

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
December 4, 2031

K. WALSH  
NOTARY PUBLIC  
SOUTH DAKOTA

*K. Walsh*

K. Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### OPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to [www.cnasurety.com](http://www.cnasurety.com) >Owner/ Obligor Services> Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT C

Bond No. 73807356

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM.)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Mid Valley Excavation, LLC as PRINCIPAL (herein after called CONTRACTOR), and WESTERN SURETY COMPANY a corporation organized and existing under and By virtue of the laws of the state of South Dakota duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of Two Hundred Fifty Eight Thousand Two Hundred Two and 00/100 Dollars (\$ 258,202.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated \_\_\_\_\_, 20\_\_\_\_, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: The Construction of Shaff Road Improvements Bid #PW1790 26 Solicitation #S-C25102-00016201

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 Mid Valley Excavation, LLC 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 \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ 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.


IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of May, 2026.

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 4th day of May

, 2026

 WESTERN SURETY COMPANY  
SURETY  
By: [Signature]  
RICHARD EDWARD DAVIS,  
Attorney-in-Fact  
Title: \_\_\_\_\_

Mid Valley Excavation, LLC  
CONTRACTOR  
By: [Signature]  
Title: Member/Owner

151 North Franklin, 17th Floor  
Street Address

14818 Triump Rd., S.E.  
Street Address

Chicago, IL 60606  
City, State Zip

Sublimity, OR 97385

605-336-0850  
Phone Number

503-800-1746  
Phone Number

EXHIBIT D

Bond No. 73807356

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 Mid Valley Excavation, LLC as PRINCIPAL and WESTERN SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the state of South Dakota, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY and ODOT, as obligee for the sum of Two Hundred Fifty Eight Thousand Two Hundred Two and 00/100 Dollars (\$ 258,202.00) 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 follow: The construction of Shaff Road Improvements Bid #PW1790-26

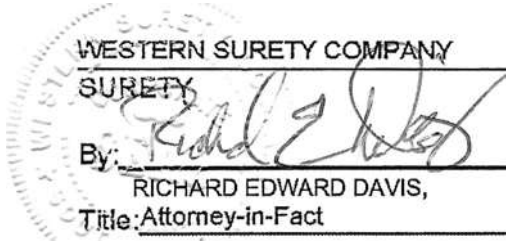
Solicitation #S-C25102-00016201

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 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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



151 Nmth Franklin, 17th Floor  
Street Address

Chicago, IL 60606  
City State ZIP

605-336-0850  
Phone Number

Mid Valley Excavation, LLC  
CONTRACTOR

By: '11:1d flA <sub>d</sub>

Title: /11rn:6 }/1 Own:e....

14818 Triump Rd., S.E.  
Street Address

Sublimity, OR 97385  
City State ZIP

503-800-1746  
Phone Number

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73807356

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint RICHARD EDWARD DAVIS

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mid Valley Excavation, LLC

Obligee: MARION COUNTY PUBLIC WORKS DEPARTMENT

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

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

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

If Bond No. ~~73807356~~ is issued on or before midnight of September 11th, 2026, all authority conferred by this Power of Attorney shall expire and terminate.

Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its Secretary, Richard Edward Davis, on this 4th day of May, 2026.

COMPANY

**WESTERN SURETY COMPANY**

Larry Kasten  
Larry Kasten, Vice President

On this 4th day of May, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

**P. DAHL**  
NOTARY PUBLIC  
SOUTH DAKOTA

P. Dahl  
Notary Public - South Dakota

My Commission Expires June 18, 2031

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of May, 2026.

WESTERN SURETY COMPANY  
Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

EXHIBIT E – 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 Mid Valley Excavation, LLC

Name/Title Michael Nelson, General Manager

Address P.O. Box 541, Sublimity, OR 97385

Signature Michael Nelson

Date 4/ 9/2026

## EXHIBIT F – 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 County'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 County'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 Shaff Road Sidewalk Improvements 2026 (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 COUNTY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.**

**EXHIBIT F**  
**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

Project Name Marion County Bid Solicitation #: PW1790-26

ECMS Contract # 2026-201

Bid Opening Date 4/9/2026

Name of Bidding Contractor Mid Valley Excavation, LLC

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
<b>Kingwood Construction</b>	<b>\$66,695.00</b>
Category of Work	
<b>Concrete Finishing</b>	

Firm Name	Dollar Amount
<b>REIA Construction</b>	<b>\$15,322.00</b>
Category of Work	
<b>Asphalt Paving</b>	

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](http://www.atssa.com)
- NTMAG - Nonfield-Tested Materials Acceptance Guide\_  
[https://www.oregon.gov/odot/Construction/Documents/NTMAG\\_202401.pdf](https://www.oregon.gov/odot/Construction/Documents/NTMAG_202401.pdf)
- QPL - Qualified Products List\_  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://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](http://www.co.marion.or.us/PW/Engineering/Pages/default.aspx)
- OregonBuys\_  
<https://oregonbuys.gov/bs/>

**00110.10 Abbreviations** – Add the following paragraph at the end of this subsection:

Delete the following paragraph:

**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](mailto: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:

Oregon Department of Transportation  
Procurement Construction Contracts, MS #33  
355 Capitol Street NE  
Salem, OR 97301

**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.

### **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:

Add the following subsection:

**00150.23 Electronic Submittals and Requests for Information** –The contractor shall create a free account in the Agency’s Construction Management program at <https://connex.rtvision.com/contracts/awarded>.

The instructions to set up the account are available at:

[Creating a ConneX Account - bidVAULT and ConneX - RTVision Wiki](#)

Each organization can have multiple accounts under that organization. Once contractors add their organization, we will link them to the existing organizations already setup in our site/database and linked to active contracts since we have migrated data to 'connect'. Access to add submittals/RFIS is all done from the ConneX link above.

**00150.50(c) Contractor Responsibilities** – Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c).

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”.

**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.

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**

<b>Utility</b>	<b>Name</b>	<b>Phone</b>	<b>Email</b>
Astound	Derek Anderson	503-798-6651	<a href="mailto:derek.anderson@astound.com">derek.anderson@astound.com</a>
City of Stayton	Michael Schmidt	503-769-2919	<a href="mailto:mschmidt@staytonoregon.gov">mschmidt@staytonoregon.gov</a>
Comcast	Jason McDonald	503-924-9120	<a href="mailto:Jason_McDonald3@comcast.com">Jason_McDonald3@comcast.com</a>
SCTC	John Eckis	503-932-3794	<a href="mailto:johneckis@sctcweb.com">johneckis@sctcweb.com</a>
NWN	Andrew Schurter	503-932-8008	<a href="mailto:andrew.schurter@nwnatural.com">andrew.schurter@nwnatural.com</a>
Pacific Power	Lyle (Turk) DeFord II	541-967-6180	<a href="mailto:Lyle.DeFord_II@pacificcorp.com">Lyle.DeFord_II@pacificcorp.com</a>

### **SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the General Conditions.

### **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:

**00170.03 Furnishing Right-of-Way permits** – At the end of this subsection add the following:

**Contractor Provided Permits** - The contractor is required to obtain a work in right of way permit from the City of Stayton. The application is available at:

[https://www.staytonoregon.gov/page/pw\\_permitting](https://www.staytonoregon.gov/page/pw_permitting)

Phone Number: 503-769-2919

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.

**00170.65(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.

**00170.10(g) Paid Summary Report** - Replace this subsection, except for the subsection number and title with the following:

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on an ODOT form provided by the Engineer and submitted 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.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

**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.

**00170.70(a) Insurance Coverages** – Add the following after the first paragraph:

<b>Insurance Coverages per Occurrence</b>	<b>Combined Single Limit</b>	<b>Annual Aggregate Limit</b>
• 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:

**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...".

**00180.21(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 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** - Complete all work under the contract not later than March 30, 2027.

**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 \$1250 per Calendar Day.

## 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** - Replace the paragraph that begins "The Contractor shall inform..." with the following paragraph:

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).

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.

**00190.20(g) Agency-Provided Weigh Technician** - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician 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** – Replace the first sentence with the following:

An 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.

**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.

## **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:

**00220.02(a) General Requirements** - Add the following bullets to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings. Modify the "Typical Abrupt Edge Delineation" configuration by replacing the tubular markers with temporary plastic drums on 10 foot maximum spacing along the abrupt edge. Use caution tape between temporary plastic drums to close off the area to pedestrian traffic.

Add the following subsection:

**00220.03(c) Construction Notification** – Marion County will provide preliminary notification to adjacent residential and commercial properties. The notification will only provide general information.

The contactor shall provide written notification to all residential and commercial properties, and dead-end streets located within the project limits a minimum of 72 hours before beginning work. The notice must include the following information:

- Construction dates
- Construction hours
- Construction activities that may impact traffic, and;
- Any limitation to driveway access

**00220.40(e)(1) Closed Lanes** - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed on all other adjacent Roadways within the Project Site not listed above, when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Friday, between 8:00 a.m. and 6:00 p.m.

**00220.40(f) No Work Hours** – No work shall be performed between the hours of:

Daily between 6:00 p.m. and 8:00 a.m.

## SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

**00221.06(a) Contractor Modified Traffic Control Plan** - Replace this subsection, except for the subsection number and title, with the following:

The contractor is allowed to use the Agency's TCP without modification, a written notification indicating the Agency's plan, will be used without modification.

The contractor may request to use a modified Agency TCP or contractor developed TCP, submit working drawing 14 days before beginning construction activities.

The Engineer may request the contractor make changes to the Agency’s modified TCP, or the contractor developed TCP. Do not use the modified Agency TCP or contractor developed TCP until approved by the Engineer.

**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.

**00221.90(b) Temporary Protection and Direction of Traffic** – After the first bullet add the following bullet:

- Furnishing, placing, moving, maintaining, and removing temporary signs.

**00221.98 Payment, Method “B”** – Lump Sum Basis – After the first sentence add the following:

Portable changeable message signs will be paid according to 00222.90(c).

## **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

- Place a “PEDESTRIANS ON ROADWAY” (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

**00222.45(b) Portable Changeable Message Signs** - Add the following bullet to the end of this subsection:

- At least fourteen Calendar Days before the beginning construction, place one PCMS at each end of the project, displaying the following message as shown, or as directed:

<b>Panel 1</b>	<b>Panel 2</b>
SHAFF RD	
ROAD	(Start Date)
WORK	(End Date)

## **SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES**

Comply with Section 00223 of the Standard Specifications.

## SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 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 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 not applicable to the Project.

**00280.02 Definitions** - Delete the definition **Wet Season Work**

**00280.06 Erosion and Sediment Control Manager** – Delete this subsection.

**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/weather/us/or/stayton/97383>

## 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:**

Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. and storm inlets.

**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 modified as follows:

**00305.90 Payment** – Replace this subsection except for title and number with the following:

No separate or additional payment will be made for work performed under this section.

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

Add the following subsection:

**00310.41(f) Removal of Surfacing** – This work includes removing concrete curb, curb and gutter, curb ramps, sidewalk, sidewalk ramps, driveways, and ACP.

**00310.91 Lump Sum Basis** – Replace the third paragraph with the following:

Item (d) includes the removal of curb ramp, walk, curb, driveway, pavement, and other work associated with curb ramp construction, including but not limited to walk and driveway construction between or beyond curb ramps.

No separate or additional payment will be made for sawcutting.

### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications modified as follows:

**00320.40(c) Tree and Vegetation Trimming** - Replace the bullet that begins “Trim branches obstructing sight...” with the following bullet:

- Between March 1 and September 15, comply with 00290.36(a).
- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs and other TCD.

**00320.42 Disposal of Matter** - Replace this subsection with the following subsection:

**00320.42 Ownership and Disposal of Matter** - Vegetation and natural material designated for preservation and salvage are the property of the Agency. All other matter and debris accumulated from clearing and grubbing operations become the Contractor's property at the place of origin. Dispose of all matter and debris according to 00290.20.

### **SECTION 00350 - GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications.

### **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:

Protect CGC from freezing if the air temperature is expected to drop below 40° 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 35°.

### **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  $\frac{3}{4}$ " 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 tackcoat.

### **SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)**

Comply with Section 00740 of the Standard Specifications modified as follows:

**00740.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Furnish Level 3, 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.

## **SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

**00759.50(c) Driveways, Walks, and Surfacing** - 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:

Concrete Structures may be opened to Public Traffic before 7 Calendar Days if the concrete has reached a minimum compressive strength of 2,000 psi as verified by the rebound number determined according to ASTM C805. Test at locations as directed.

## **SECTION 00760 – GROUTED DURABLE ROCK**

Section 00760, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**00760.00 Scope** – This work consists of grouting durable rock at locations shown or directed.

### **Materials**

**00760.10 Materials** – Furnish rounded rock between 4 inches and 12 inches, that are hard, durable, and resistant to weathering and water action.

**Construction**

**00760.40 General** – Before placing the rock, the ground surface must be trimmed to the specified lines and grades, and compacted to a firm foundation. A geotextile filter fabric or other drainage layer may be required to separate the rock from the subsoil.

To prevent the rock from absorbing moisture from the grout, wet the rock.

Furnish a non-shrink commercial grade high strength grout. Wet pour grout to a nominal thickness of 4 inches, place rounded rocks at random spacings without any continuous open gaps greater than 1 inch. Rock exposure above the curb shall be maximum of 2 inches and a minimum of 0.5 inches.

**00760.80 Measurement** – The quantities of grouted durable rock will be on the area basis.

**00760.90 Payment** – The accepted quantities of work performed under this section will be paid for at the contract unit price, per unit of measurement.

**Pay Item**

**Measurement**

(a) Grouted Durable Rock.....Square Foot

Payment will be payment in full for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

**SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications modified as follows:

**00850.30 Manufacturer’s Representative** - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer’s representative are not required. Place Pavement markings only when the Pavement is ready for the Pavement marking material according to the manufacturer’s installation instructions.

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**SECTION 00940 - SIGNS**

Add the following subsection:

**00940.12 Sign Coatings** -

Furnish new 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

No separate or additional payment will be made for:

Trimming and removal of branches  
Anti-graffiti coating of signs.

### **SECTION 01035 – RESTORE EXISTING LANDSCAPING**

Section 01035, which is not a Standard Specification, is included in this Project by Special Provision.

**01035.00 General** – This work consists salvaging the grass turf back during construction and placing the grass turf back when the work is done, and for furnishing topsoil, grass seed, to restore existing landscape back to the original condition as shown or directed.

#### **Materials**

**01035.10 Topsoil** – Furnish a commercially available topsoil containing no substance detrimental to the growth of plants and is free of plants designated by the Oregon Department of Agriculture as Type “A” or Type “B” weeds.

**01305.11 Seed** - Furnish a commercially available sun and shade lawn seed mix. Apply seed at a rate recommended by the manufacturer’s specification.

**01035.80 Measurement** - Add the following to the end of this subsection:

No separate measurement will be made for work performed under this section.

**01030.40 Grass Turf** – Remove, preserve, and replace artificial turf as specified on plan sheet C9.

**01035.90 Payment** – The accepted quantities of work performed under this section will be paid for at the contract lump sum amount for the item “Restore Existing Landscaping”.

Payment will be payment in full for furnishing all labor and materials to restore existing landscaping including topsoil, bark mulch, sod, seed, plants and all miscellaneous items to complete the work as specified and shown in the plans.

No additional payment will be made for:

Seeding Mobilization.  
Restoring Artificial Turf

## SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

**02001.15(b)(1) Trial Batch Plastic Properties** - Replace the test method that begins "AASHTO T 23..." with the following test method:

AASHTO R 100 or R 39<sup>3</sup>

**02001.15(b)(2)(a) Compressive Strength Tests** - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, cast and cure at least three test cylinders according to AASHTO R 100 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. The use of unbonded caps according to ASTM C1231 is permitted. Test at 28 Days according to AASHTO T 22.

## SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** – Replace the paragraph that begins "Furnish liquid membrane-forming curing ..." with the following:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit two, one quart samples from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

## 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 DEPARTMENT OF PUBLIC WORKS

PLANS FOR PROPOSED PROJECT

SIDEWALKS, CURB, RAMPS, AND ASPHALT PATCHING

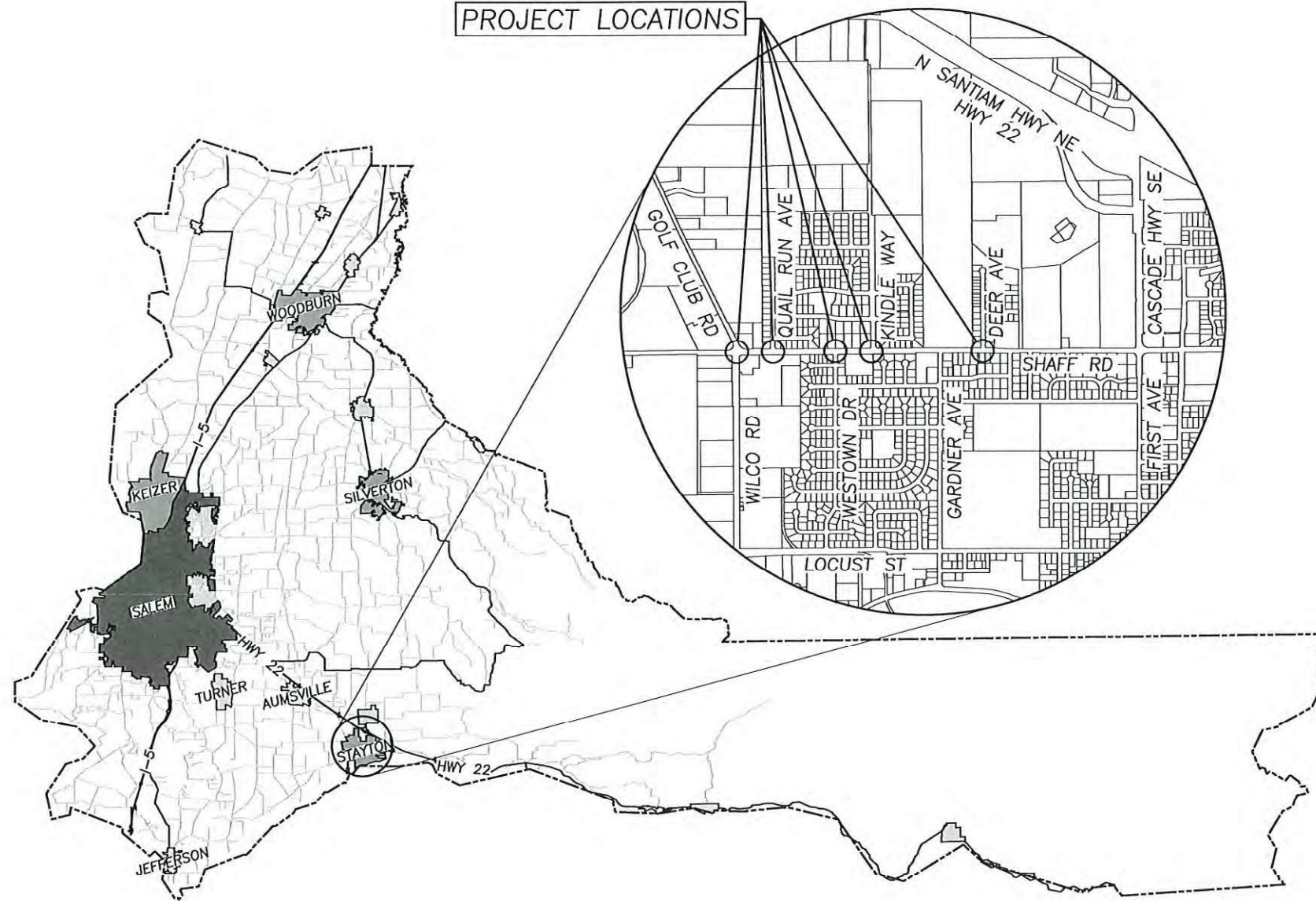
## SHAFF ROAD SIDEWALK IMPROVEMENTS 2026

MARION COUNTY, OREGON, APRIL 2026

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



PROJECT LOCATIONS



FILE: G:\ENGINEERING\PROJECT\CENTRAL\PROJECTS\SHAFF SIDEWALKS 2026\CAD\DRAWING\SHAFF SIDEWALKS 2026\_COVER.DWG PLOTTED: 2026/02/11 11:53 AM

MARION COUNTY

### SHAFF ROAD SIDEWALK IMPROVEMENTS 2026

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106489
ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

**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)

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS. EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER.

APPROVING AUTHORITY:

*Lani Radtke* 2/11/2026  
SIGNATURE AND DATE

Lani Radtke County Engineer  
PRINT NAME AND TITLE

TITLE:  
COVER

SHEET:  
G1

FILE: G:\ENGINEERING\PROJECT\CENTRAL\PROJECTS\SHAFF SIDEWALKS 2026\CAD\DRAWING\SHAFF SIDEWALKS 2026\_INDEX AND NOTES.DWG PLOTTED: 2026/02/11 11:53 AM

Sheet List Table	
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C3	GENERAL CONSTRUCTION 3
C4	GENERAL CONSTRUCTION 4
C5	GENERAL CONSTRUCTION 5
C6	GENERAL CONSTRUCTION 6
C7	GENERAL CONSTRUCTION 7
C8	GENERAL CONSTRUCTION 8
C9	GENERAL CONSTRUCTION 9

EXHIBIT J

ODOT STANDARD DRAWINGS

- RD100 – MAILBOX SUPPORT
- RD610 – ASPHALT PAVEMENT DETAILS
- RD700 – CURBS
- RD720 – CURB LINE SIDEWALKS
- RD721 – SEPARATED SIDEWALKS
- RD722 – SIDEWALK JOINTS AND TRANSITION PANELS
- RD902 – DETECTABLE WARNING SURFACE DETAILS
- RD904-908 – DETECTABLE WARNING SURFACE DETAILS AND PLACEMENT
- RD910-916 – PERPENDICULAR CURB RAMP DETAILS OR CLOSURE
- RD930 – COMBINATION CURB RAMP
- RD936 – COMBINATION CURB RAMP
- RD1010 – INLET PROTECTION TYPE 2, 3, 6, AND 7
- RD1030 – SEDIMENT BARRIER TYPE 2, 3, AND 4
- RD1070 – CONCRETE TRUCK WASHOUT
- TM200 – SIGN INSTALLATION DETAILS
- TM201 – MISCELLANEOUS SIGN PLACEMENT DETAILS
- TM206 – SIGN BRACING DETAIL
- TM240 – CROSSWALK CLOSURE DETAIL
- TM503 – PAVEMENT MARKING STANDARD DETAIL BLOCKS
- TM530 – INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOPBAR, AND BIKE LANE STENCIL)
- TM670 – WOOD POST SIGN SUPPORTS
- TM676 – SIGN ATTACHMENTS
- TM800 – TABLES, ABRUPT EDGES & PCMS DETAILS
- TM820 – TEMPORARY BARRICADES
- TM821 – TEMPORARY SIGN SUPPORTS
- TM822 – TEMPORARY SIGN SUPPORTS
- TM840 – CLOSURE DETAILS
- TM841 – INTERSECTION WORK ZONE DETAILS
- TM844 – TEMPORARY PEDESTRIAN ROUTING
- TM845 – TEMPORARY SIDEWALK RAMPS
- TM850 – 2-LANE, 2-WAY ROADWAYS

STANDARD DRAWINGS AVAILABLE AT:  
<http://www.oregon.gov/ODOT/Engineering/Pages/Standards.aspx>

ABBREVIATIONS

AC ASPHALT CONCRETE	LVC LENGTH OF VERTICAL CURVE
AD AREA DRAIN	MH MANHOLE
AGG AGGREGATE	MIN MINIMUM
ASPH ASPHALT	NOM NOMINAL
BC BACK OF CURB	NTS NOT TO SCALE
BVC BEGIN VERTICAL CURVE	OFF OFFSET
CB CATCH BASIN	PED PEDESTAL
CAB CABINET	PI POINT OF INTERSECTION
CL CENTERLINE	PL PROPERTY LINE
CO CLEANOUT	PROP PROPOSED
COMP COMPACTED	PT POINT
CONC CONCRETE	PVI POINT OF VERTICAL INTERSECTION
DIA DIAMETER	ROW RIGHT OF WAY
DW DRIVEWAY	SD STORM DRAIN
EG EXISTING GRADE	SF SEDIMENT FENCE
ELEC ELECTRICAL	SS SANITARY SEWER
ELEV ELEVATION	STA STATION
EP EDGE OF PAVEMENT	STD STANDARD
ESMT EASEMENT	TC TOP OF CURB
EVC END VERTICAL CURVE	TELE TELEPHONE
EX EXISTING	TEMP TEMPORARY
FG FINISHED GRADE	THKN THICKNESS
FL FLOW LINE	TYP TYPICAL
IE INLET ELEVATION	UTIL UTILITY
IP INLET PROTECTION	VC VERTICAL CURVE
JB JUNCTION BOX	

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.

PROPOSED SYMBOLS:

- SAWCUT LINE
- ..... CATCH LIMITS
- SF- SEDIMENT FENCE LINE
- IP INLET PROTECTION
- [Pattern] PROP SIDEWALK
- [Pattern] PROP LEVELING LANDING
- [Pattern] AC PATCHING
- [Pattern] WATER QUALITY FACILITY
- [Pattern] DETECTABLE WARNING STRIP
- [Pattern] ENGINEERED FILL MATERIAL
- [Pattern] NATIVE FILL MATERIAL
- (SD) PROP STORM MANHOLE
- PROP STORM PIPE
- [Pattern] PROP CURB INLET (CG-2)
- (⊕) PROP AREA DRAIN
- [Pattern] PROP DITCH INLET
- (⊙) PROP STORM CLEANOUT
- [Pattern] PROP CURB INLET (CG-3)
- (SS) PROP SANITARY MANHOLE
- ☐ PROP MAILBOX
- ☐ PROP CLUSTER BOX UNIT
- ▲ PROP SIGN

EXISTING SYMBOLS:

- AD⊕ AREA DRAIN
- ⊕ or [Pattern] CATCH BASIN
- COO CLEANOUT
- ⚡ FIRE HYDRANT
- gv⊕ GAS VALVE
- wv⊕ WATER VALVE
- [Pattern] GAS/POWER/WATER METER
- DSO DOWN SPOUT
- Ⓣ MANHOLE TELEPHONE
- Ⓞ MANHOLE STORM DRAIN
- Ⓢ MANHOLE SANITARY SEWER
- ⚓ SIGN POST
- PED⊕ PEDESTAL
- ☐ MAIL BOX
- ⊕ IRRIGATION VALVE
- ☼ LIGHT POLE
- ☑ UTILITY/POWER POLES
- ⊕ TP TEST PIT
- MONUMENT FOUND

TREES – \*TREENAME\* DIAMETER (INCHES)/DRIP RADIUS (FEET)  
 NOTE: DIAMETER MEASURED AT BREAST HEIGHT

LINE TYPES:

- CATV LINE — CATV — CATV — CATV — CATV — CATV — CATV — CATV —
- COMMUNICATION LINE — COM — COM — COM — COM — COM — COM — COM — COM —
- EASEMENT LINE - - - - -
- FENCE LINE — o — o — o — o — o — o — o — o — o — o —
- FIBER OPTIC LINE — FOC — FOC — FOC — FOC — FOC — FOC — FOC — FOC —
- GAS LINE — GAS — GAS — GAS — GAS — GAS — GAS — GAS — GAS —
- EDGE OF GRAVEL LINE .....
- OVERHEAD LINE — OH LINES — OH LINES — OH LINES — OH LINES — OH LINES —
- PHONE LINE — PH — PH — PH — PH — PH — PH — PH — PH —
- POWER LINE — ELEC — ELEC — ELEC — ELEC — ELEC — ELEC — ELEC — ELEC —
- SANITARY SEWER LINE — SS — SS — SS — SS — SS — SS — SS — SS —
- STORM DRAIN LINE — SD — SD — SD — SD — SD — SD — SD — SD —
- WATER LINE — W — W — W — W — W — W — W — W —
- EXISTING ROW - - - - - ROW - - - - -

FEDERAL HIGHWAY ADMINISTRATION  
 OREGON DIVISION

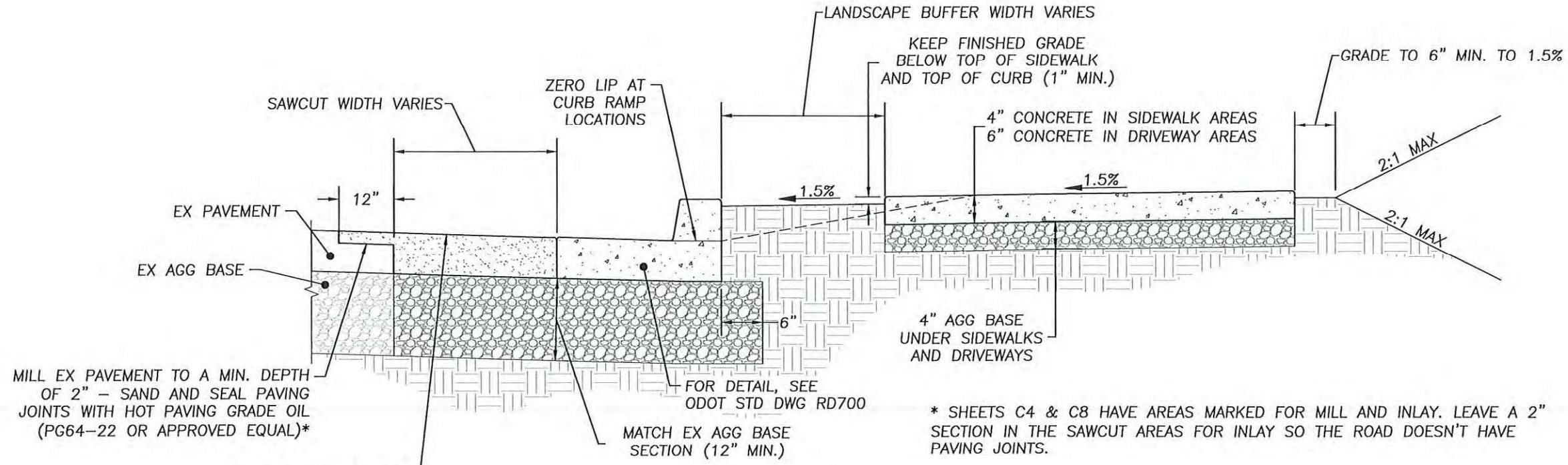
REGISTERED PROFESSIONAL ENGINEER  
 79,380  
 Mitchell Hemmer  
 OREGON  
 NOV 12, 2019  
 MITCHELL A. HEMMER  
 EXPIRES 06-30-2027

MARION COUNTY  
**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**  
 DEPARTMENT OF PUBLIC WORKS

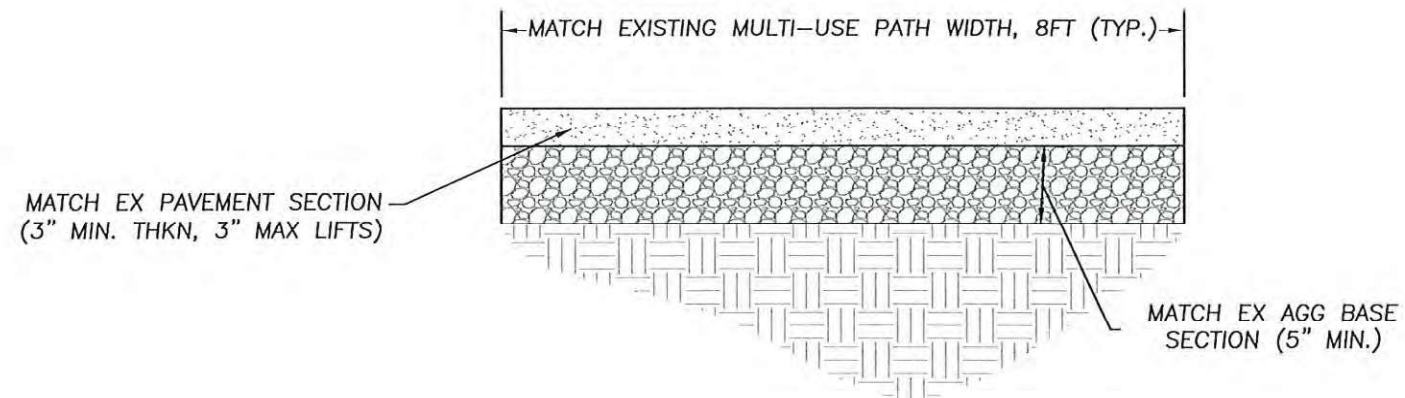
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FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**INDEX & NOTES**  
 SHEET:  
**G2**

EXHIBIT J



① TYPICAL ACP REPAIR WITH CURB & SIDEWALK  
SCALE: NTS



② TYPICAL ACP REPAIR WITH MULTI-USE PATH  
SCALE: NTS

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MARION COUNTY

SHAFF ROAD SIDEWALK  
IMPROVEMENTS 2026

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106489
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VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:

DETAILS

SHEET:

G3

EXHIBIT J

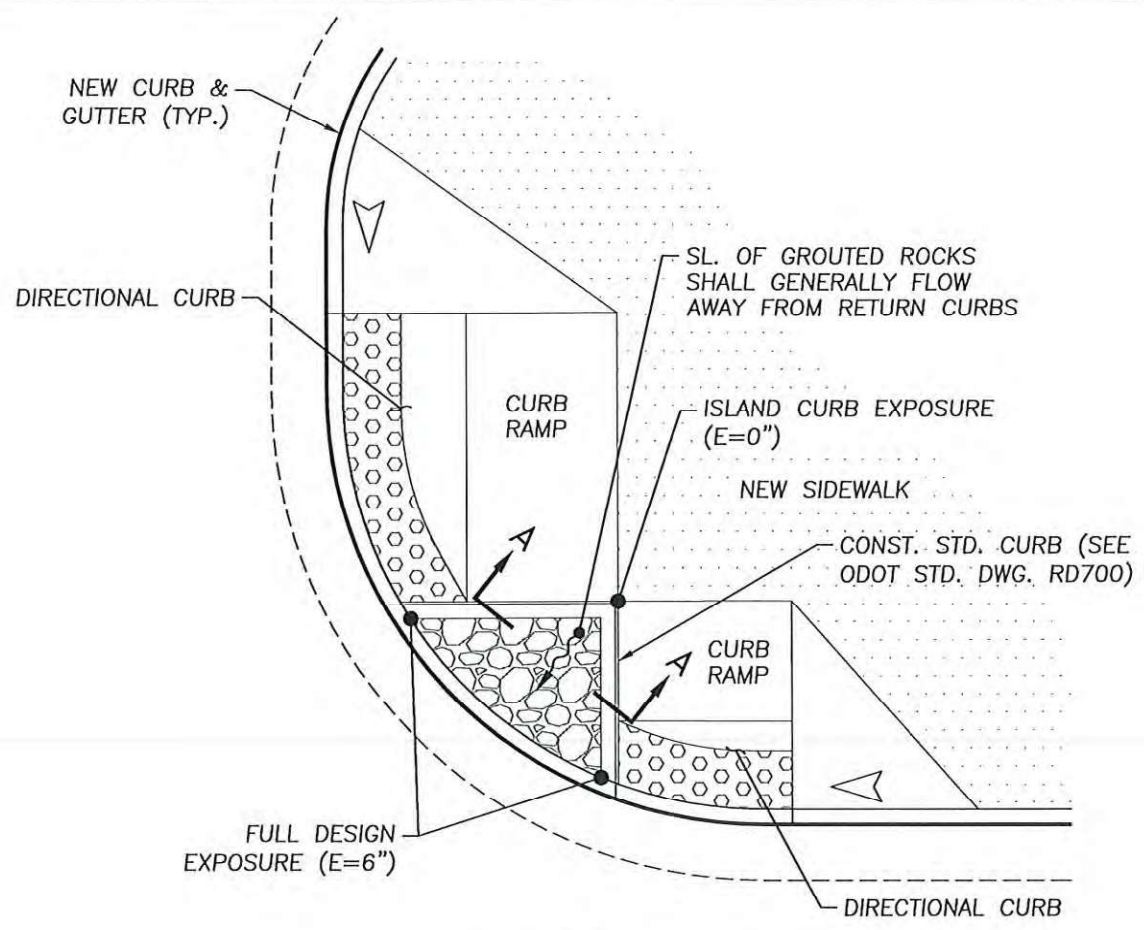


MARION COUNTY  
**SHAFF ROAD SIDEWALK  
IMPROVEMENTS 2026**  
DEPARTMENT OF PUBLIC WORKS

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VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**DETAILS**

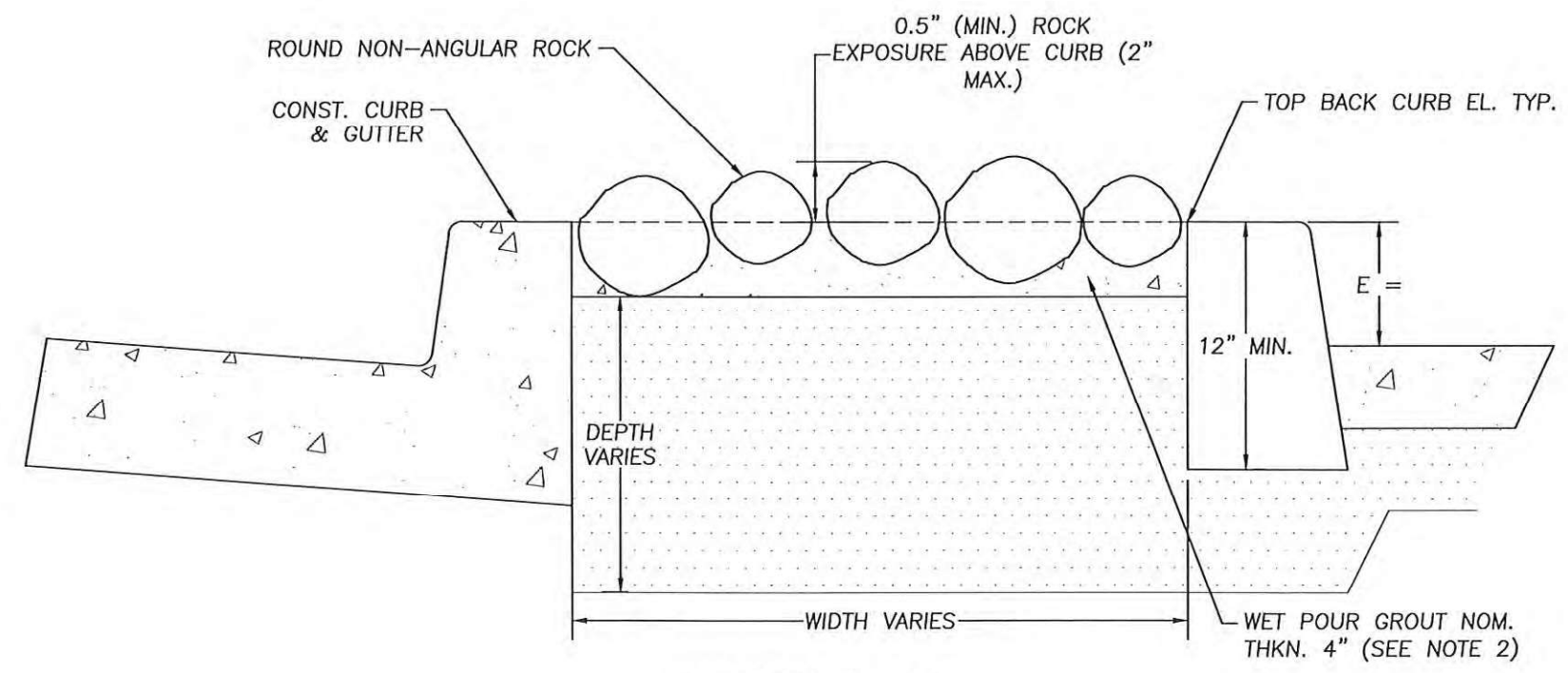
SHEET:  
**G4**



① **GROUDED DURABLE ROCK DETAIL**  
SCALE: NTS

**NOTES:**

1. SEE GENERAL CONSTRUCTION PLANS FOR INTENDED LOCATIONS OF GROUDED DURABLE ROCK.
2. FOR GROUDED DURABLE ROCK, AFTER REMOVAL OF FORMS FROM CURBS AND SIDEWALKS, POUR GROUT TO THE DEPTHS SPECIFIED IN SECTIONS. WHILE GROUT IS STILL WET TAKE INDIVIDUAL 4"=12" ROUND NON-ANGULAR ROCKS AND PRESS INTO THE WET GROUT TO THE EXPOSURE DEPTHS SHOWN. WET GROUT WILL RAISE TO AN INDETERMINATE HEIGHT NOT TO EXCEED THE FINISHED GRADE SURFACE SHOWN.
3. FOR GROUDED DURABLE ROCK, PLACE ROUNDED ROCKS AT RANDOM SPACING, WITHOUT ANY CONTINUOUS OPEN GAPS GREATER THAN 1".
4. SEE ODOT STD. DWG. RD912 FOR CURB RAMP CONSTRUCTION WITH A LANDSCAPE BUFFER.



② **SECTION A - A**  
SCALE: NTS

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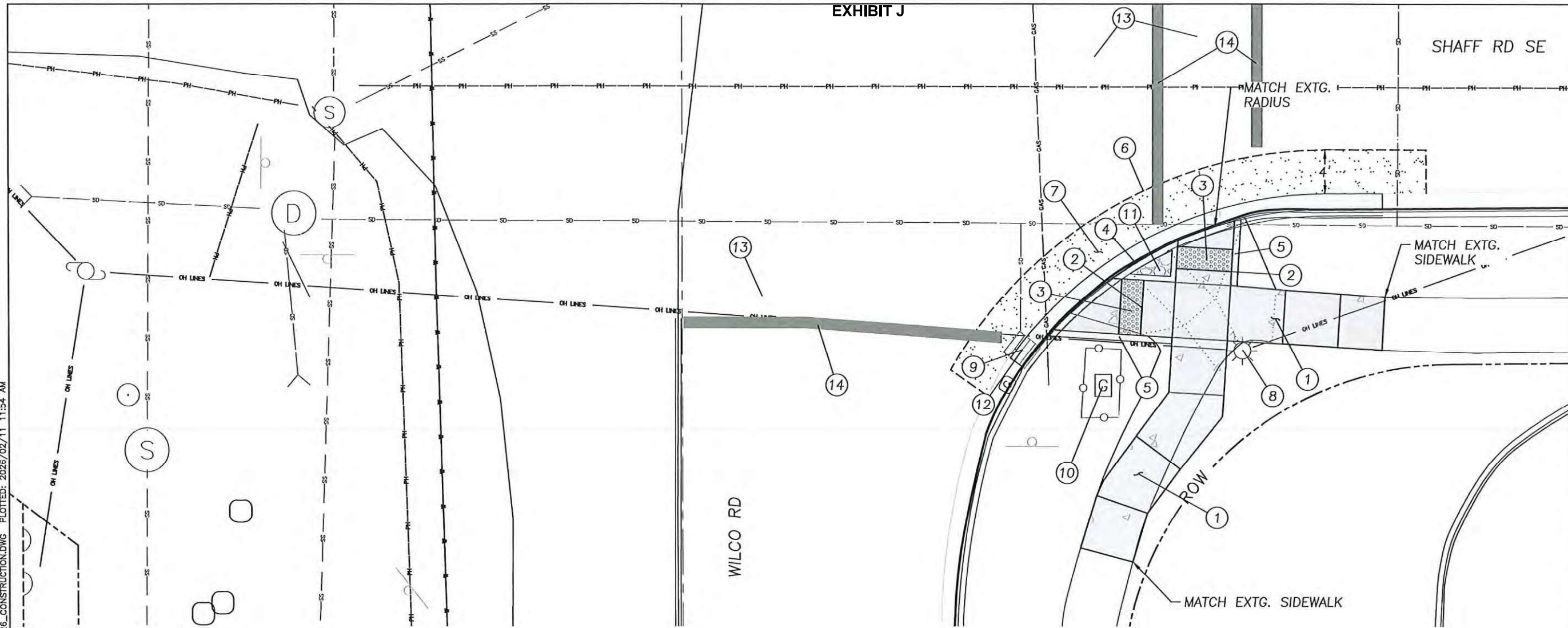



EXHIBIT J

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



REGISTERED PROFESSIONAL ENGINEER  
79,380  
*Mitchell Hemmer*  
OREGON  
NOV 12, 2019  
MITCHELL A. HEMMER  
EXPIRES 06-30-2027

MARION COUNTY

**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**

DEPARTMENT OF PUBLIC WORKS

**CONSTRUCTION KEYNOTES**

- ① CONSTRUCT CONC. WALK - 270 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- ② CONSTRUCT COMBINATION RAMP - 2 EA. (SEE ODOT STD DWG RD930 AND RD936 FOR DETAILS)
- ③ INSTALL TRUNCATED DOMES - 20 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- ④ CONSTRUCT CURB AND GUTTER - 40 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- ⑤ CONSTRUCT STANDARD CURB - 20 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- ⑥ SAW CUT ACP - 60 FT
- ⑦ ACP REPAIR - 25 SQYD (FOR DETAILS, SEE SHEET G3)
- ⑧ PROTECT EXTG. UTILITY POLE
- ⑨ INSTALL INLET PROTECTION, TYPE 7
- ⑩ MAINTAIN AND PROTECT EXTG. UTILITY
- ⑪ CONSTRUCT GROUTED DURABLE ROCK - 5 SQ FT (FOR DETAILS, SEE SHEET G4)
- ⑫ ADJUST INLET (AS NEEDED)
- ⑬ STRIPE REMOVAL - 127 FT
- ⑭ INSTALL 1' STOP BAR - 125 FT (SEE ODOT STD DETAIL TM503, TM530 FOR DETAILS)

**① SHAFF RD AND WILCO RD INTERSECTION (SOUTH)**  
SCALE: 1" = 10'

**GENERAL NOTES**

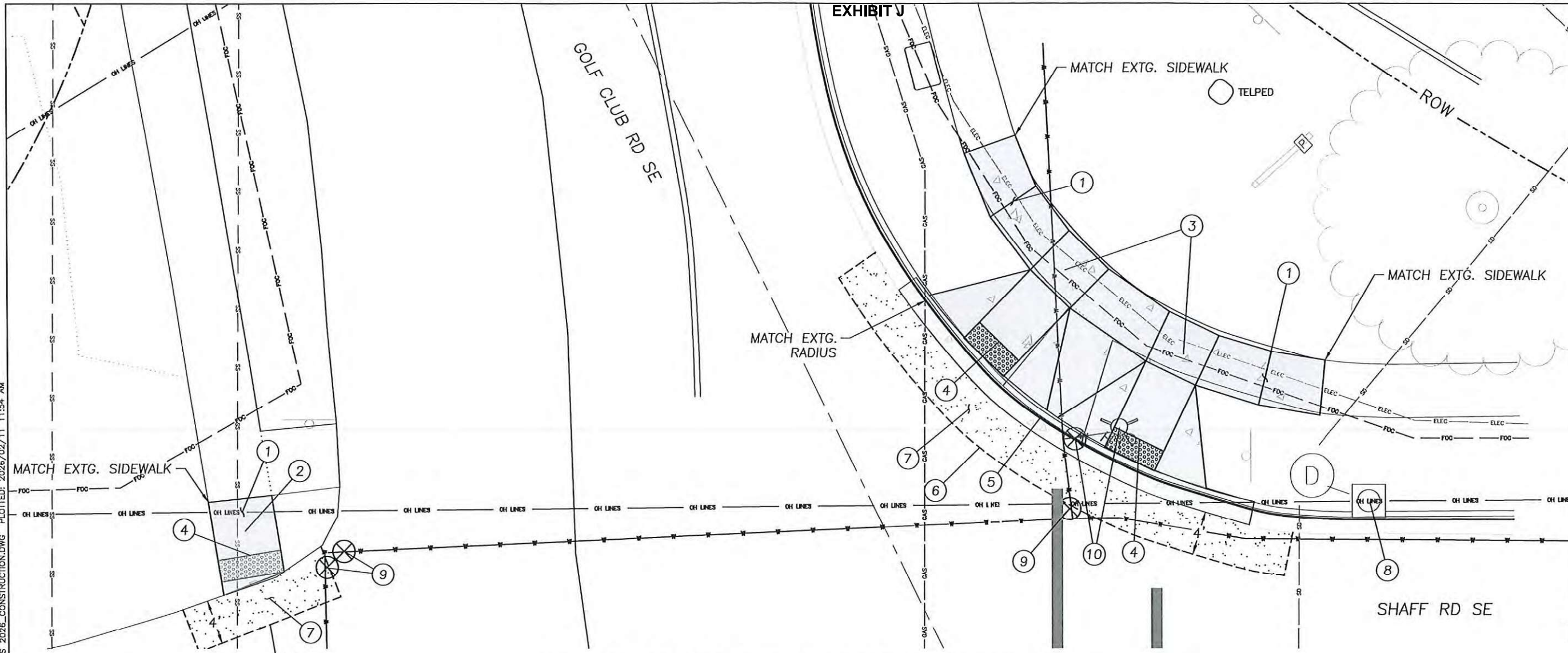
- 1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
- 2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
- 3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
- 4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
- 5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.

PROJECT NO.:	106489
ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C1**

FILE: G:\ENGINEERING\PROJECT\CENTRAL\PROJECTS\SHAFF SIDEWALKS 2026\CAD\DRAWING\SHAFF SIDEWALKS 2026\_CONSTRUCTION.DWG PLOTTED: 2026/02/11 11:54 AM



1 SHAFF RD AND GOLD CLUB RD INTERSECTION (NORTH)  
SCALE: 1" = 10'

**CONSTRUCTION KEYNOTES**

- 1 CONSTRUCT CONC. WALK - 460 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- 2 CONSTRUCT ADA LANDING. CONTRACTOR SHALL MAINTAIN CONSTRUCTED 2% MAXIMUM SLOPE IN ANY DIRECTION. - 1 EA.
- 3 CONSTRUCT PERPENDICULAR RAMP - 2 EA. (SEE ODOT STD DWG RD912 FOR DETAILS)
- 4 INSTALL TRUNCATED DOMES - 36 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- 5 CONSTRUCT CURB AND GUTTER - 40 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- 6 SAW CUT ACP - 82 FT
- 7 ACP REPAIR - 30 SQYD (FOR DETAILS, SEE SHEET G3)
- 8 INSTALL INLET PROTECTION, TYPE 7
- 9 ADJUST WATER VALVE - 3 EA.
- 10 UTILITY RELOCATION BY OTHERS

**GENERAL NOTES**

- 1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
- 2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
- 3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
- 4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
- 5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER  
79,380  
*Mitchell Hemmer*  
OREGON  
NOV 12, 2019  
MITCHELL A. HEMMER  
EXPIRES 06-30-2027

**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**

DEPARTMENT OF PUBLIC WORKS

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ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
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SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C2**


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EXHIBIT J

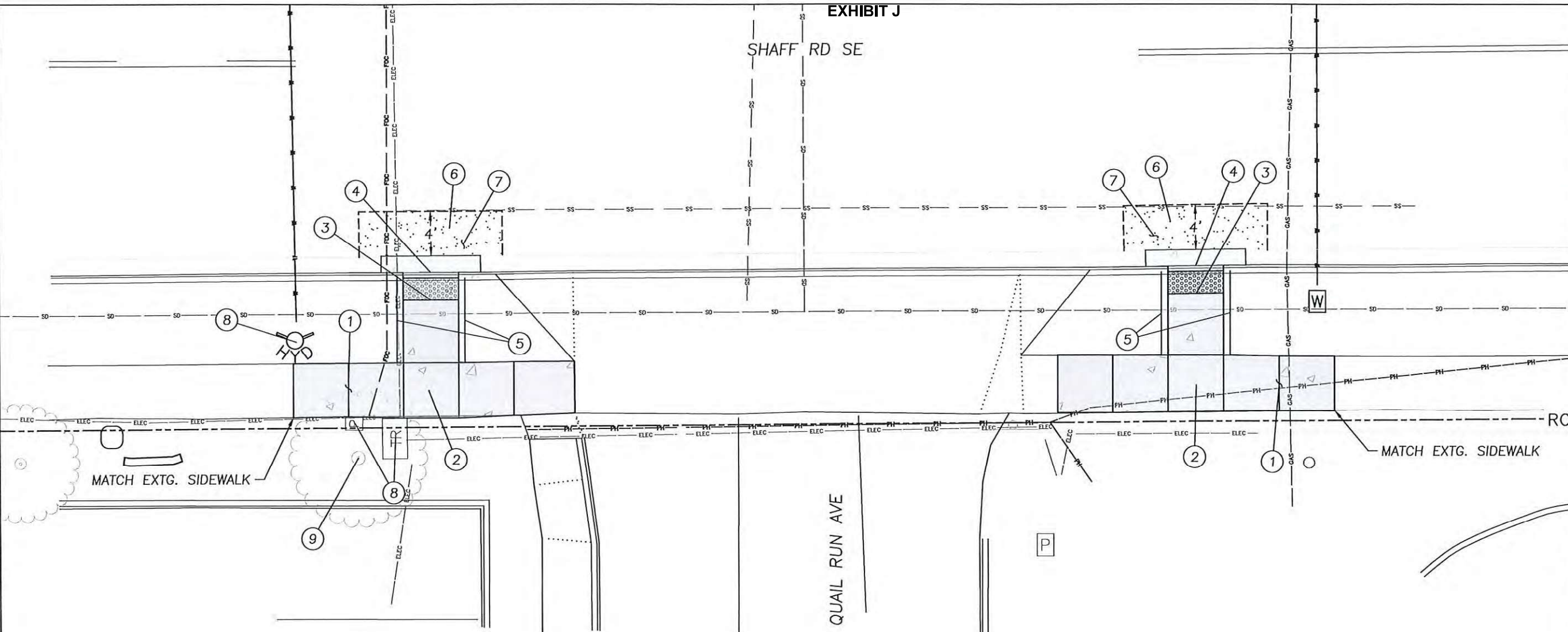
SHAFF RD SE

QUAIL RUN AVE

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



REGISTERED PROFESSIONAL ENGINEER  
79,380  
*Mitchell Hemmer*  
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① SHAFF RD AND QUAIL RUN AVE INTERSECTION (SOUTH)  
SCALE: 1" = 10'

CONSTRUCTION KEYNOTES

- ① CONSTRUCT CONC. WALK - 340 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- ② CONSTRUCT PERPENDICULAR RAMP - 2 EA. (SEE ODOT STD DWG RD910 FOR DETAILS)
- ③ INSTALL TRUNCATED DOMES - 20 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- ④ CONSTRUCT CURB AND GUTTER - 20 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- ⑤ CONSTRUCT STANDARD CURB - 35 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- ⑥ SAW CUT ACP - 40 FT
- ⑦ ACP REPAIR - 10 SQYD (FOR DETAILS, SEE SHEET C3)
- ⑧ MAINTAIN AND PROTECT EXTG. UTILITY
- ⑨ PROTECT EXTG. TREE

GENERAL NOTES

- 1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
- 2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
- 3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
- 4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
- 5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.

MARION COUNTY

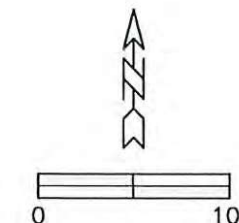
**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106489
ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

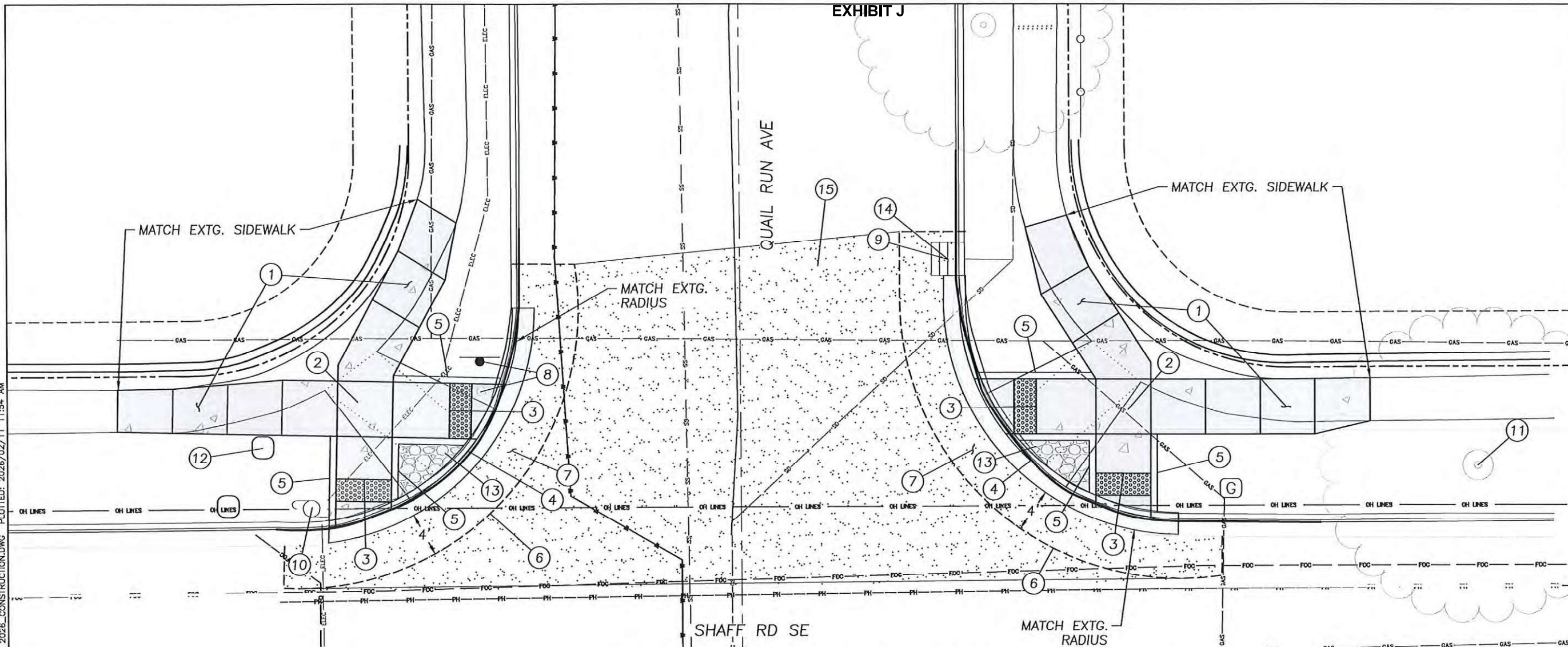
TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C3**





FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\SHAFF SIDEWALKS\2026\CAD\DRAWING\SHAFF SIDEWALKS 2026.CONSTRUCTION.DWG PLOTTED: 2026/02/11 11:54 AM



**1 SHAFF RD AND QUAIL RUN AVE INTERSECTION (NORTH)**  
SCALE: 1" = 10'

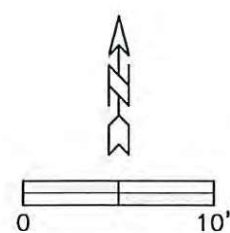
**CONSTRUCTION KEYNOTES**

- ① CONSTRUCT CONC. WALK - 560 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- ② CONSTRUCT COMBINATION RAMP - 4 EA. (SEE ODOT STD DWG RD930 AND RD936 FOR DETAILS)
- ③ INSTALL TRUNCATED DOMES - 40 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- ④ CONSTRUCT CURB AND GUTTER - 65 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- ⑤ CONSTRUCT STANDARD CURB - 60 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- ⑥ SAW CUT ACP - 120 FT
- ⑦ ACP REPAIR - 45 SQYD (FOR DETAILS, SEE SHEET G3)
- ⑧ REMOVE AND RELOCATE SIGN AND POST, IF NEEDED, REPLACE BASE WITH V-LOCK ANCHOR SYSTEM MODEL 23-VR3
- ⑨ INSTALL INLET PROTECTION, TYPE 7
- ⑩ PROTECT EXTG. UTILITY POLE
- ⑪ PROTECT EXTG. TREE (AS NEEDED)
- ⑫ MAINTAIN AND PROTECT EXTG. UTILITY

- ⑬ CONSTRUCT GROUTED DURABLE ROCK - 34 SQ FT (FOR DETAILS, SEE SHEET G4)
- ⑭ ADJUST INLET (AS NEEDED)
- ⑮ MILL AND INLAY ROAD SECTION. COLD PLANE PAVEMENT REMOVAL, 2 INCH DEEP - 133 SQ YD

**GENERAL NOTES**

- 1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
- 2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
- 3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMP (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
- 4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
- 5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.



MARION COUNTY

**SHAFF ROAD SIDEWALK  
IMPROVEMENTS 2026**

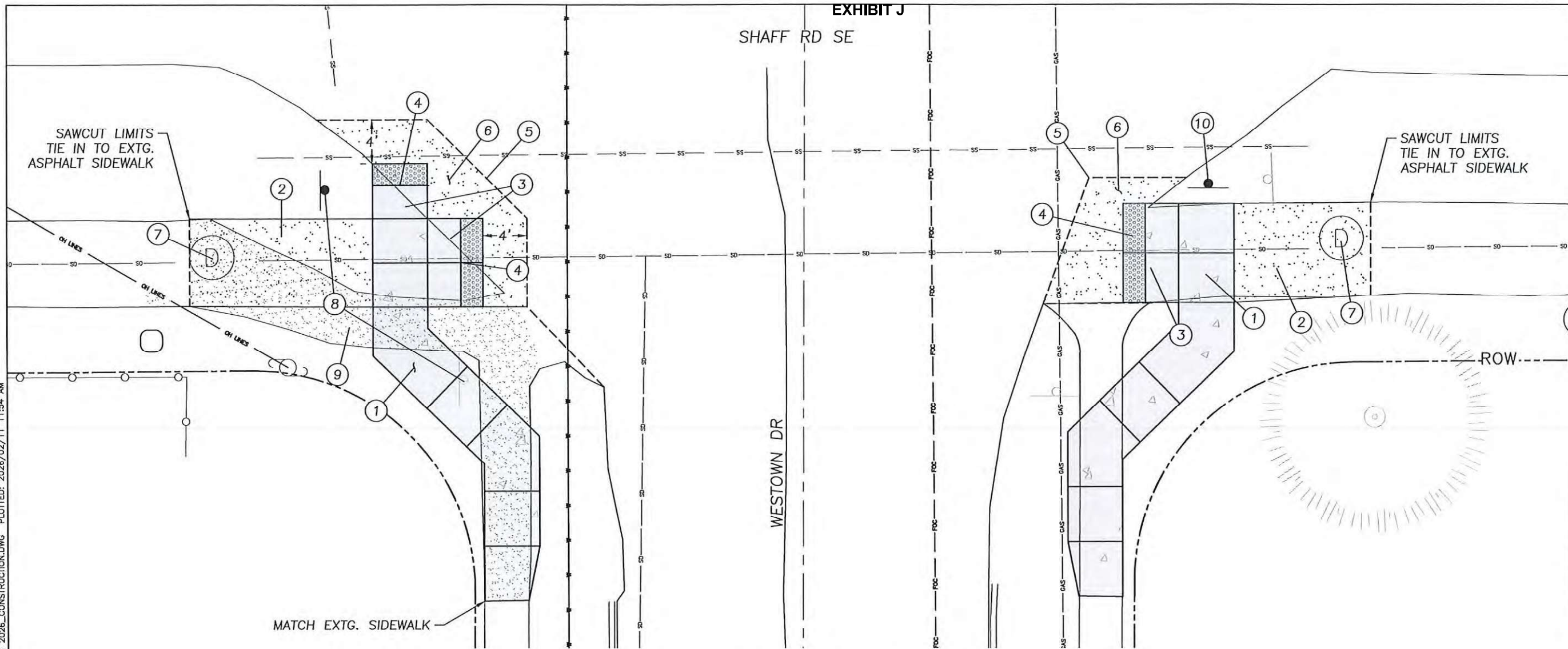
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106489
ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**GENERAL  
CONSTRUCTION**

SHEET:  
**C4**

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\SHAFF SIDEWALKS 2026\CAD\DRAWING\SHAFF SIDEWALKS 2026\_CONSTRUCTION.DWG PLOTTED: 2026/02/11 11:54 AM



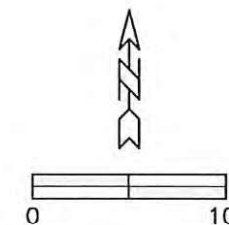
1 SHAFF RD AND WESTOWN RD INTERSECTION ALT (SOUTH)  
SCALE: 1" = 10'

**CONSTRUCTION KEYNOTES**

- 1 CONSTRUCT CONC. WALK - 270 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- 2 CONSTRUCT ASPHALT WALK - 135 SF (SEE DETAIL 2 ON SHT G3 FOR DETAILS)
- 3 CONSTRUCT ADA LANDING. CONTRACTOR SHALL MAINTAIN CONSTRUCTED 2% MAXIMUM SLOPE IN ANY DIRECTION. - 2 EA.
- 4 INSTALL TRUNCATED DOMES - 30 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- 5 SAW CUT ACP - 90 FT
- 6 ACP REPAIR - 46 SQYD (FOR DETAILS, SEE SHEET G3)
- 7 MINOR ADJUST STORM MANHOLE, AS NEEDED - 2 EA
- 8 REMOVE AND RELOCATE SIGN AND POST (AS NEEDED)
- 9 REMOVE EXISTING ASPHALT AND/OR CONCRETE SURFACE & INSTALL SEEDING AND/OR RIGHT OF WAY DEVELOPMENT AS DIRECTED BY THE ENGINEER
- 10 INSTALL CROSSWALK CLOSED BARRICADE (SEE ODOT STD DWG TM240 FOR DETAILS)

**GENERAL NOTES**

- 1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
- 2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
- 3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
- 4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
- 5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.



FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER  
79,380  
*Mitchell Hemmer*  
OREGON  
NOV 12, 2019  
MITCHELL A. HEMMER  
EXPIRES 06-30-2027

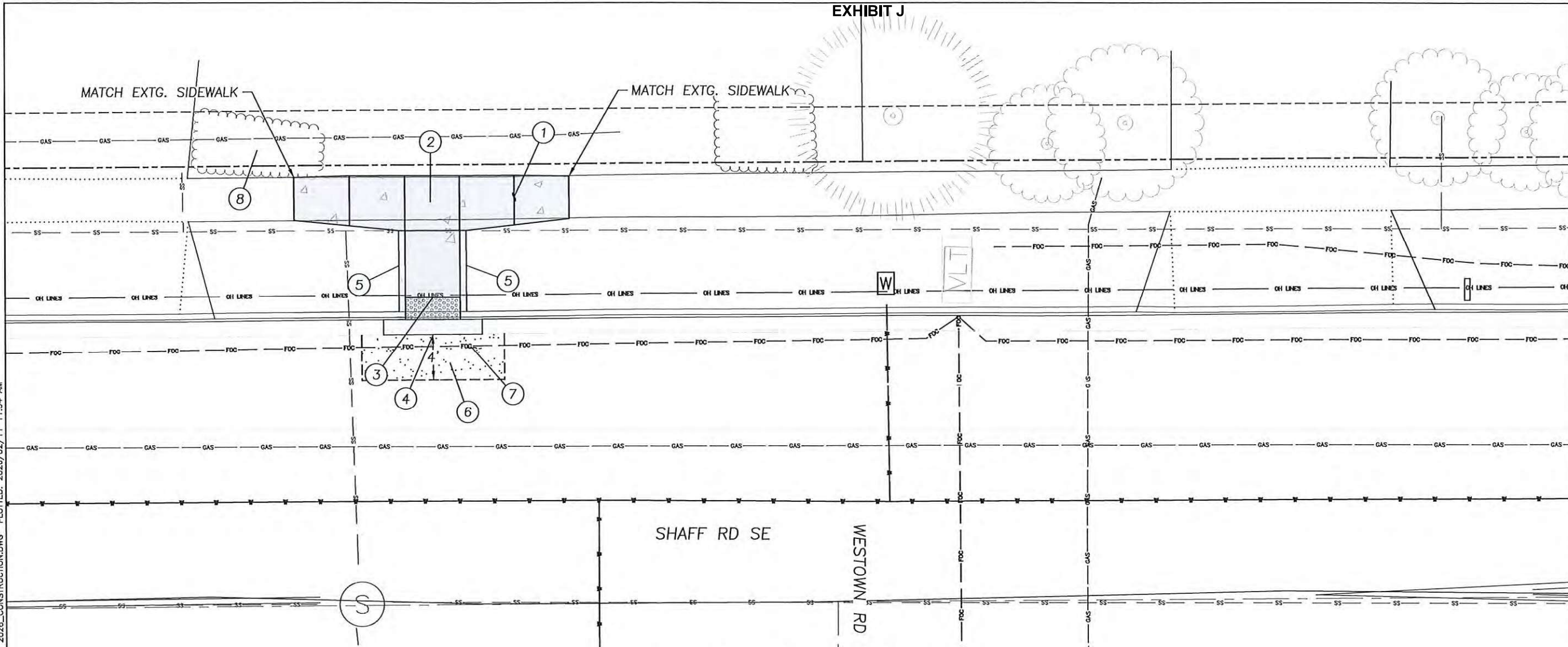
MARION COUNTY  
**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106489
ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C5**

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\SHAFF SIDEWALKS 2026\CAD\DRAWING\SHAFF SIDEWALKS 2026\_CONSTRUCTION.DWG PLOTTED: 2026/02/11 11:54 AM



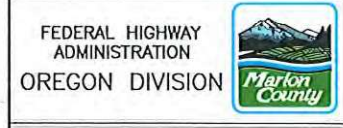
**1** SHAFF RD AND WESTOWN RD INTERSECTION (NORTH)  
SCALE: 1" = 10'

**CONSTRUCTION KEYNOTES**

- 1 CONSTRUCT CONC. WALK - 150 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- 2 CONSTRUCT PERPENDICULAR RAMP - 1 EA. (SEE ODOT STD DWG RD910 FOR DETAILS)
- 3 INSTALL TRUNCATED DOMES - 10 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- 4 CONSTRUCT CURB AND GUTTER - 10 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- 5 CONSTRUCT STANDARD CURB - 20 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- 6 SAW CUT ACP - 20 FT
- 7 ACP REPAIR - 5 SQYD (FOR DETAILS, SEE SHEET G3)
- 8 PROTECT EXISTING VEGETATION

**GENERAL NOTES**

- 1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
- 2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
- 3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
- 4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
- 5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.



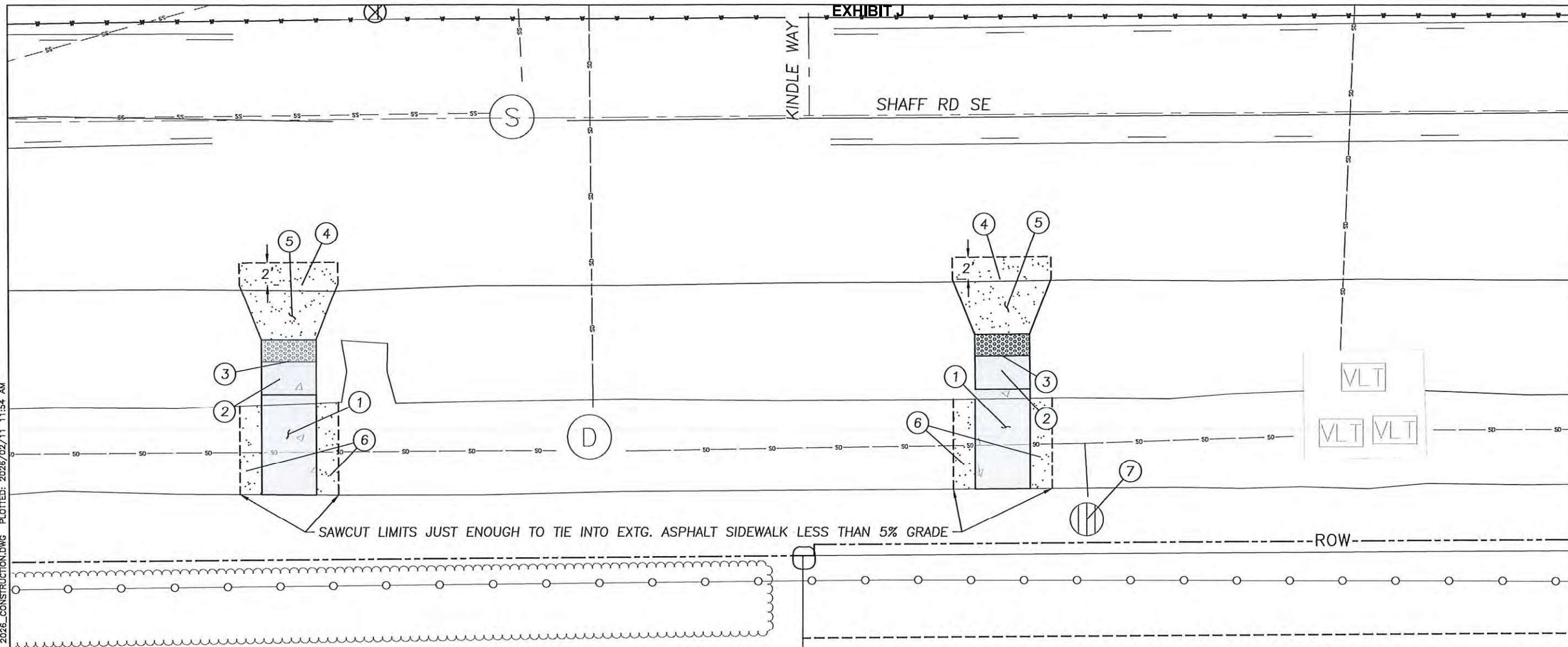
MARION COUNTY  
**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**  
 DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106489
ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C6**

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SAWCUT LIMITS JUST ENOUGH TO TIE INTO EXTG. ASPHALT SIDEWALK LESS THAN 5% GRADE

① SHAFF RD AND KINDLE WAY INTERSECTION (SOUTH)  
SCALE: 1" = 10'


**CONSTRUCTION KEYNOTES**

- ① CONSTRUCT CONC. WALK - 140 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- ② CONSTRUCT ADA LANDING. CONTRACTOR SHALL MAINTAIN CONSTRUCTED 2% MAXIMUM SLOPE IN ANY DIRECTION. - 2 EA.
- ③ INSTALL TRUNCATED DOMES - 20 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- ④ SAW CUT ACP - 30 FT
- ⑤ ACP REPAIR - 15 SQYD (FOR DETAILS, SEE SHEET G3)
- ⑥ CONSTRUCT ASPHALT WALK - 70 SF (SEE DETAIL 2 ON SHT G3 FOR DETAILS)
- ⑦ INSTALL INLET PROTECTION, TYPE 7

**GENERAL NOTES**

- 1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
- 2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
- 3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
- 4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
- 5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



REGISTERED PROFESSIONAL ENGINEER  
79,380  
*Mitchell A. Hemmer*  
OREGON  
NOV 12, 2019  
MITCHELL A. HEMMER  
EXPIRES 06-30-2027

MARION COUNTY

**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**

DEPARTMENT OF PUBLIC WORKS

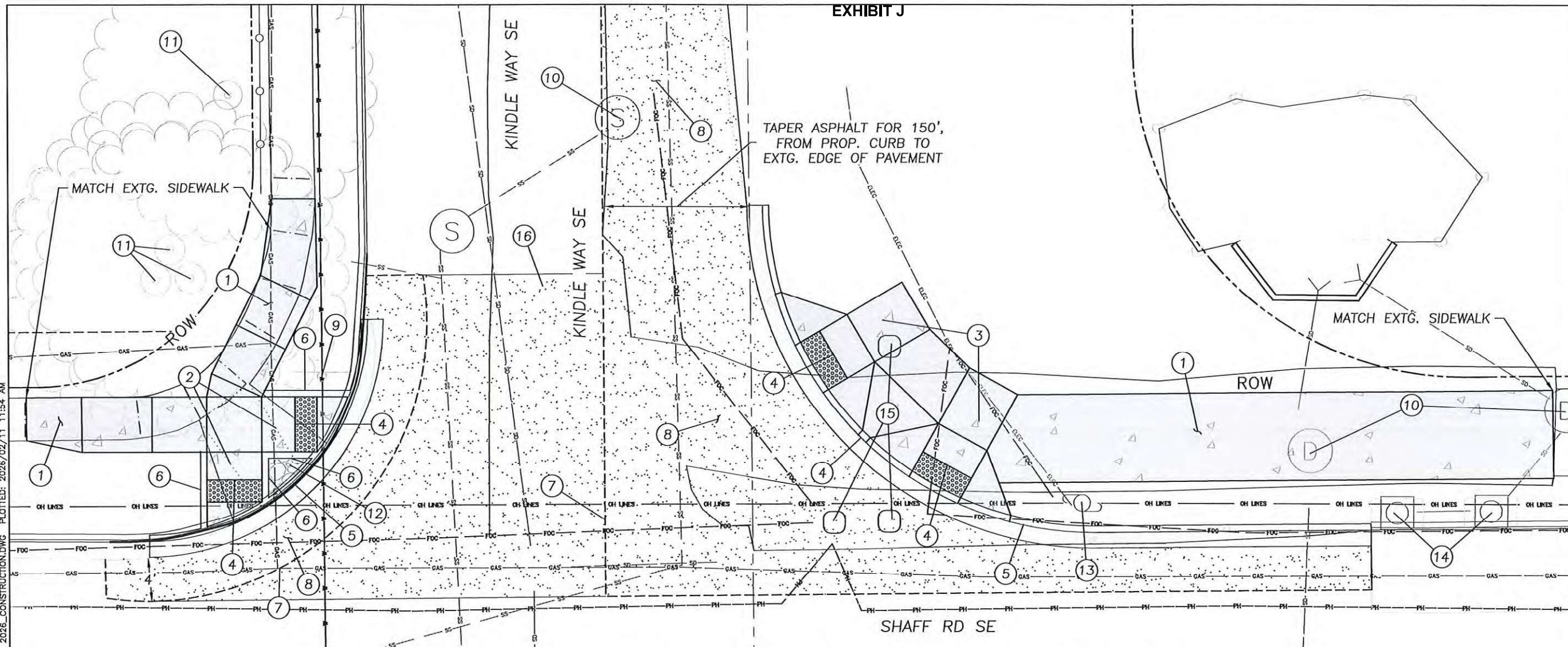
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ONEOFFICE NO.:	2026-201
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C7**

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EXHIBIT J



1 SHAFF RD AND KINDIE WAY INTERSECTION (NORTH)  
SCALE: 1" = 10'

TAPER ASPHALT FOR 150',  
FROM PROP. CURB TO  
EXTG. EDGE OF PAVEMENT

**CONSTRUCTION KEYNOTES**

- 1 CONSTRUCT CONC. WALK - 880 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- 2 CONSTRUCT COMBINATION RAMP - 2 EA. (SEE ODOT STD DWG RD930 AND RD936 FOR DETAILS)
- 3 CONSTRUCT PERPENDICULAR RAMP - 2 EA. (SEE ODOT STD DWG RD930 AND RD936 FOR DETAILS)
- 4 INSTALL TRUNCATED DOMES - 40 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- 5 CONSTRUCT CURB AND GUTTER - 103 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- 6 CONSTRUCT STANDARD CURB - 25 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- 7 SAW CUT ACP - 300 FT
- 8 ACP REPAIR - 230 SQYD (FOR DETAILS, SEE SHEET G3)
- 9 REMOVE AND RELOCATE SIGN AND POST (AS NEEDED)
- 10 ADJUST SANITARY MANHOLE (AS NEEDED)
- 11 PROTECT EXTG. TREE - 4 EA.
- 12 CONSTRUCT GROUTED DURABLE ROCK - 8 SQ FT (FOR DETAILS, SEE SHEET G4)

- 13 PROTECT EXISTING UTILITY POLE
- 14 INSTALL INLET PROTECTION, TYPE 7
- 15 UTILITY RELOCATION BY OTHERS
- 16 MILL AND INLAY ROAD SECTION. COLD PLANE PAVEMENT REMOVAL, 2 INCH DEEP - 67 SQ YD

**GENERAL NOTES**

1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.

MARION COUNTY

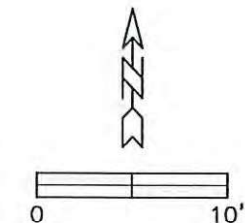
**SHAFF ROAD SIDEWALK  
IMPROVEMENTS 2026**

DEPARTMENT OF PUBLIC WORKS

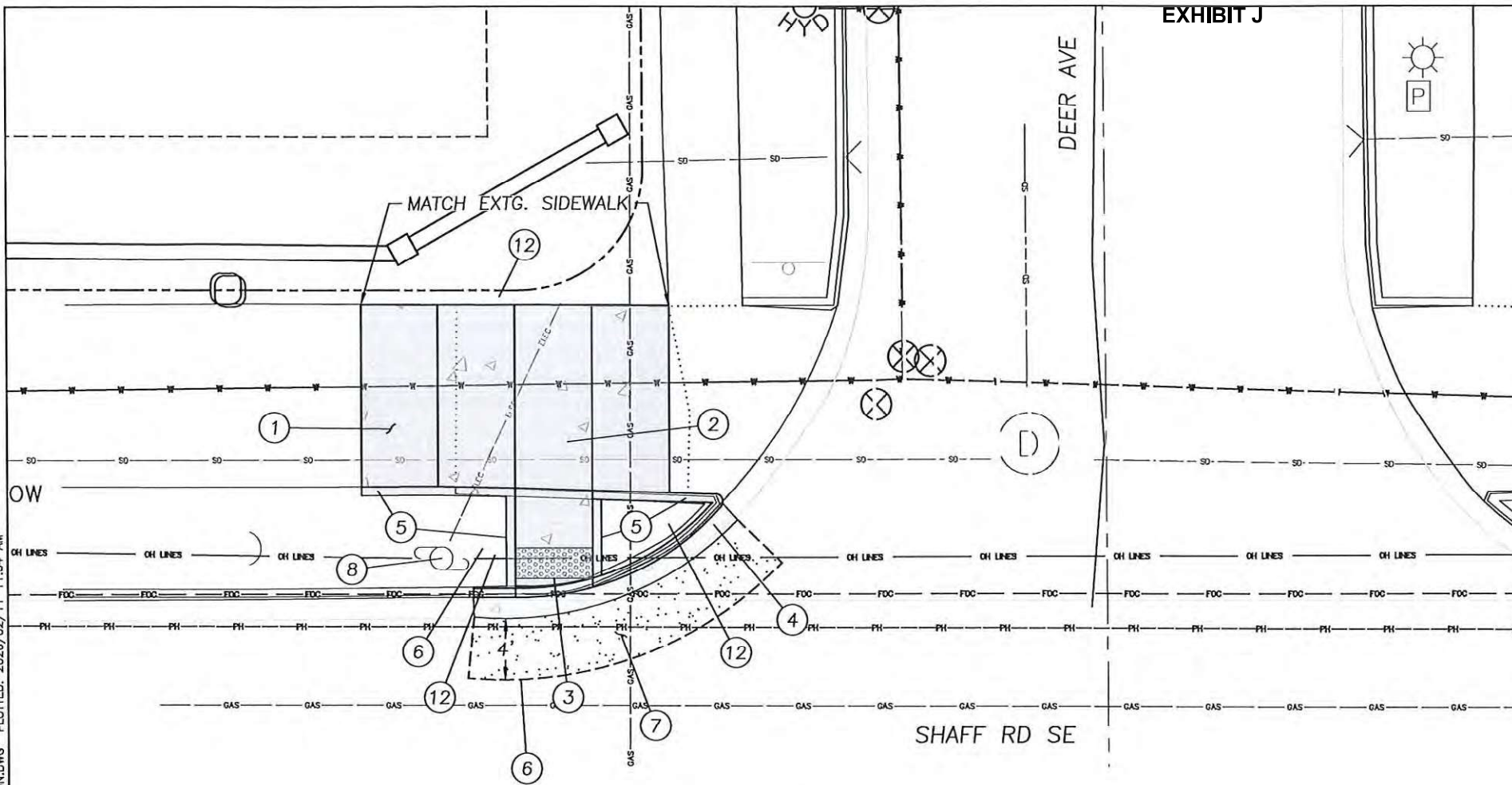
PROJECT NO.:	106489
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DRAWN BY:	L. MURPHY

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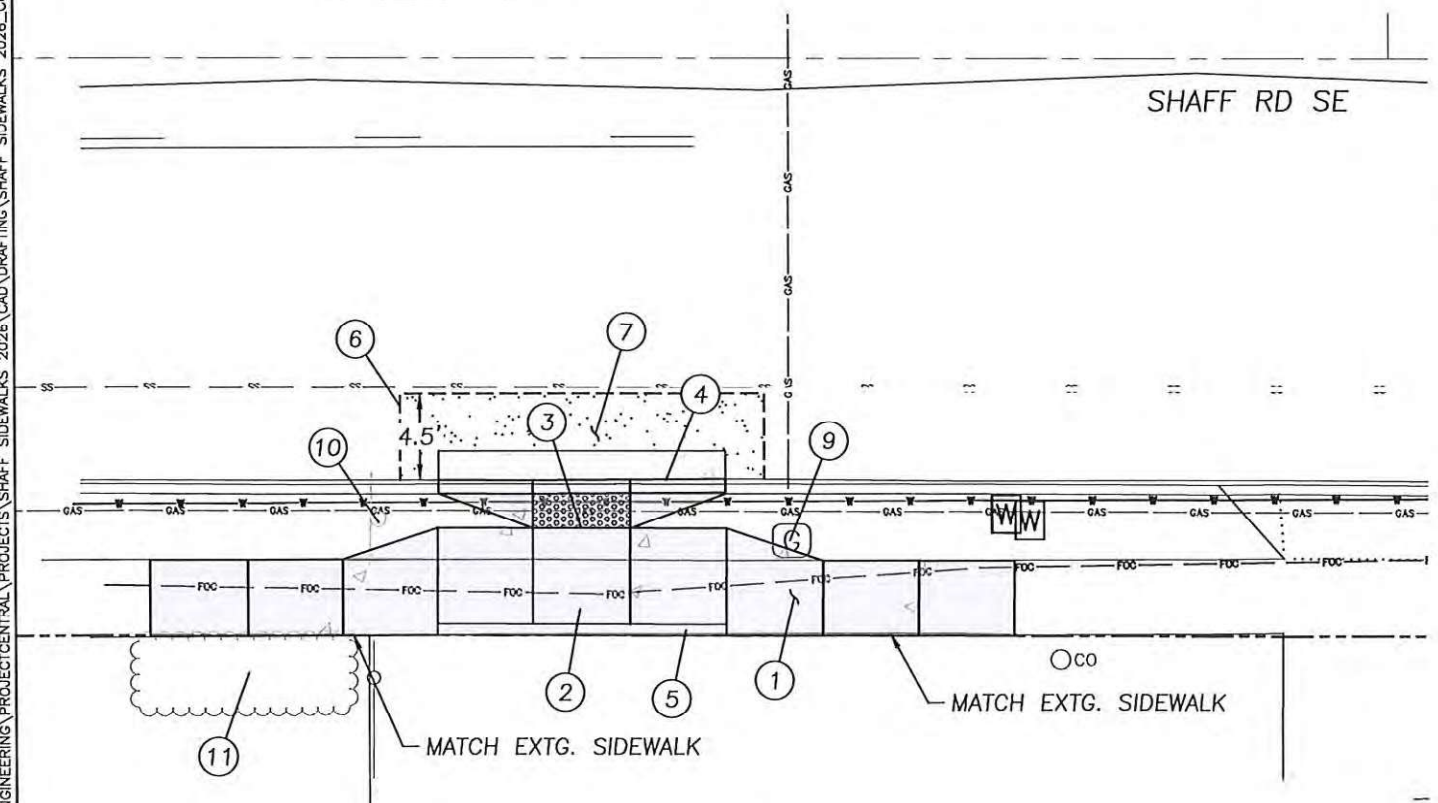
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**C8**



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1 SHAFF RD AND DEER AVE INTERSECTION (NORTH)  
SCALE: 1" = 10'



2 SHAFF RD AND DEER AVE INTERSECTION (SOUTH)  
SCALE: 1" = 10'

EXHIBIT J

**CONSTRUCTION KEYNOTES**

- 1 CONSTRUCT CONC. WALK - 440 SF (SEE ODOT STD DWG RD720, RD721, AND RD722 FOR DETAILS)
- 2 CONSTRUCT PERPENDICULAR RAMP - 2 EA. (SEE ODOT STD DWG RD930 AND RD936 FOR DETAILS)
- 3 INSTALL TRUNCATED DOMES - 22 SF (SEE ODOT STD DWG RD902 FOR DETAILS)
- 4 CONSTRUCT CURB AND GUTTER - 20 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- 5 CONSTRUCT STANDARD CURB - 40 FT (SEE ODOT STD DWG RD700 FOR DETAILS)
- 6 SAW CUT ACP - 50 FT
- 7 ACP REPAIR - 15 SQYD (FOR DETAILS, SEE SHEET G3)
- 8 PROTECT EXISTING UTILITY POLE
- 9 ADJUST UTILITY BOXES AS NEEDED - 1 EA.
- 10 REMOVE AND RELOCATE SIGN AND POST (AS NEEDED)
- 11 MAINTAIN AND PROTECT EXTG. VEGETATION
- 12 REMOVE AND SAVE OR PULL BACK ARTIFICIAL TURF TO FACILITATE CONSTRUCTION. REPAIR NON HARD-SCAPED AREAS WITH ARTIFICIAL TURF. IF NECESSARY GRADE EXISTING EXPOSED SURFACE TO MATCH ADJACENT CONCRETE PANEL ELEVATION .I.E. NO LIP BETWEEN NEW CONCRETE PANEL AND ASTROTURF BUFFER.

**GENERAL NOTES**

1. FIELD VERIFY LIMITS AND MATCH LOCATIONS WITH APPROVAL FROM THE ENGINEER. RAMP THROATS AND NEW SIDEWALK IS INTENDED TO BE 5' WIDE.
2. CONST. TRANSITION PANELS AS REQUIRED (SEE ODOT STD DWG RD722)
3. USE STANDARD DRAWINGS REFERENCED FOR THE WALK AND RAMPS (ACCESSIBLE ROUTES MAY VARY FROM THE STANDARD DRAWINGS).
4. REMOVE PAVEMENT BARS AS DIRECTED BY THE ENGINEER.
5. INSTALL STRIPING, PAVEMENT BARS, SEEDING & RIGHT OF WAY DEVELOPMENT ITEMS AS DIRECTED BY THE ENGINEER.

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER  
79,380  
*Mitchell Hemmer*  
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EXPIRES 06-30-2027

MARION COUNTY

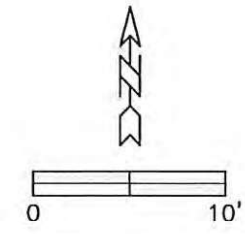
**SHAFF ROAD SIDEWALK IMPROVEMENTS 2026**

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106489
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FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	85-030
HORIZ. DATUM:	OCRS SALEM ZONE
VERT. DATUM:	NAVD88
DESIGNED BY:	M. HEMMER
DRAWN BY:	L. MURPHY

TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C9**





MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 6/3/2026

Department: Public Works

Title: CPO#911327 Les Schwab Tire Center amendment

Management Update/Work Session Date: 4/28/2026 Audio/Visual aids

Time Required: 5 Contact: Michael Shepard / Jeniffer Scales Phone: ext. 3196

Requested Action: Approve an amendment to PO 911327 with Les Schwab Co. in the amount of \$150,000 for the purchase of tires and related services.

Issue, Description & Background: Public Works procures tires and related services for Marion County's light-duty vehicle fleet and heavy equipment. Annual usage varies depending on the type and volume of equipment requiring service.  
  
The Oregon State Price Agreement has been extended for an additional two years, now expiring on April 13, 2028. To ensure continued coverage under this agreement, Public Works requests an increase of \$150,000 to the existing Contract Purchase Order (CPO) #911327.  
  
The current CPO amount of \$600,000 was approved by the Board on November 2, 2022. With the requested increase, the total contract amount will be \$750,000 through April 13, 2028.

Financial Impacts: \$150,000 through 4/13/28. This cost is budgeted annually in various Public Works funds.

Impacts to Department & External Agencies:

List of attachments: PO#911327, Signature page, Pre-authorization /MU

Presenter: Item was put on consent at Management Update 4/28/26.

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.04.29 13:37:15 -07'00'

# Contract Review Sheet

Contract Purchase Order 911327

**PW-4930-22 Amd 2**

Title: Bulk tire purchases from State Price Agreement MBPO-10700-00007049

Contractor's Name: Les Schwab Tire Center

Department: Public Works Department

Contact: Jeniffer Scales

Analyst: Kathleen George

Phone #: (503) 588-5036

Term - Date From: July 1, 2022

Expires: April 13, 2028

Original Contract Amount: \$ 600,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 150,000.00

New Contract Total: \$ 750,000.00

Amd% 25%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# 10700-00007049

## Description of Services or Grant Award

Public Works procures tires and related services for Marion County's light-duty vehicle fleet and heavy equipment. Annual usage varies depending on the type and volume of equipment requiring service.

The Oregon State Price Agreement has been extended for an additional two years, now expiring on April 13, 2028. To ensure continued coverage under this agreement, Public Works requests an increase of \$150,000 to the existing Contract Purchase Order (CPO) #911327.

The current CPO amount of \$600,000 was approved by the Board on November 2, 2022. With the requested increase, the total contract amount will be \$750,000 through April 13, 2028.

Desired BOC Session Date: 6/3/2026

Contract should be in DocuSign by: 5/13/2026

Agenda Planning Date: 5/21/2026

Printed packets due in Finance: 5/19/2026

Management Update: 5/19/2026

BOC upload / Board Session email: 5/20/2026

BOC Session Presenter(s) Dennis Mansfield

Code: Y

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_

Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



**MARION COUNTY  
FINANCE DEPARTMENT**

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

LES SCHWAB TIRE CENTER  
PO BOX 7125  
BEND OR 97228

Purchase Order		
Purchase Order No	Revision	Page
		PO#911327
<b>Ship To:</b>		
MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		
<b>Bill To:</b>		
MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		

Customer Acct No CB-000017096	Supplier No 505467	Order Date / Buyer J SCALES	Revised Date / Buyer
Payment Terms IMMEDIATE	Ship Via		F.O.B
Freight Terms PREPAID	Request Or Deliver To JASON FEARY		Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	CONTRACT PO FOR TIRES AND ALIGNMENTS FOR COUNTY VEHICLES					\$500,000
	AMENDMENT #1 STANDARD PO#910586					\$100,000
	THIS PURCHASE ORDER IS PLACED AGAINST OREGON STATE PRICE AGREEMENT#PO-010700-00007049					
	AMENDMENT #2 INCREASE \$150,000 AND EXTEND DATE TO 4/13/28					\$150,000
<b>Total</b>						\$750,000

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

**Authorized By:** \_\_\_\_\_  
**MARION COUNTY PURCHASING**  
**NOT VALID Unless Signed By Purchasing**

**MARION COUNTY TERMS AND CONDITIONS**

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6. TERMINATION OF PO:** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the 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 the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

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

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract 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. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR  
BULK TIRE PURCHASES  
PO 911327- PW-4930-22  
between  
MARION COUNTY and LES SCHWAB TIRE CENTER**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: June 3, 2026

Department: Public Works

Title: Contract PW-7096-26, SBA Communications Tower Lease Agreement

Management Update/Work Session Date: 4/30/2026 Audio/Visual aids

Time Required: 5 min Contact: Brian Nicholas Phone: 7944

Requested Action: Approve Contract PW-7096-26 with SBA Towers IV LLC Lease Agreement OR47608-A-03 Marion County Public Works at Eastview ESTV/Eastview Lane (tower space at Eastview Lane radio site).

Issue, Description & Background: Marion County is constructing a new county wide public safety radio system for use by first responder agencies and other users. The attached lease is for the installation of equipment on the radio tower, which is owned by SBA Communications Marion County will pay \$2,200.00 per month for a total of \$26,400.00. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year for an initial 5-year agreement total of \$145,876.67.L ease agreement will automatically renew four (4) additional terms of five (5) years each.

Financial Impacts: The cost of construction is a budgeted expense in the current fiscal year under CIP 22-308. The annual utility fee will be paid by the Public Works Communications Program.

Impacts to Department & External Agencies: Completion of this project will benefit first responder agencies and the general public by providing a resilient and unified interoperable radio communications platform.

List of attachments: Contract # PW-7096-26

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.05.11 08:09:54 -07'00'

# Contract Review Sheet

Lease Agreement

**PW-7096-26**Title: SBA Communications Tower Lease AgreementContractor's Name: SBA TOWERS IV, LLCDepartment: Public Works DepartmentContact: Alicia JonesAnalyst: Kathleen GeorgePhone #: -4388Term - Date From: September 1, 2026Expires: September 1, 2031Original Contract Amount: \$ 145,876.67Previous Amendments Amount: \$ -Current Amendment: \$ -New Contract Total: \$ 145,876.67 Amd% 0%Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: Not Applicable (Incoming Funds)Department

## Description of Services or Grant Award

SBA Communications Tower Lease Agreement OR47608-A-03 Marion County Public Works at Eastview ESTV/Eastview Lane (tower space at Eastview Lane radio site).

Initial term amount due September 1, 2026, of \$2,200.00 per month for a total of \$26,400.00. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year for an initial 5-year agreement total of \$145,876.67.

Lease agreement will automatically renew four (4) additional terms of five (5) years each.

Desired BOC Session Date: 6/3/2026Contract should be in DocuSign by: 5/13/2026Agenda Planning Date: 5/21/2026Printed packets due in Finance: 5/19/2026Management Update: 4/7/2026BOC upload / Board Session email: 5/20/2026BOC Session Presenter(s) Brian NicholasCode: Y

## REQUIRED APPROVALS

 05/11/2026  
Finance - Contracts Date

 \_\_\_\_\_  
Contract Specialist Date

\_\_\_\_\_  
Legal Counsel Date\_\_\_\_\_  
Chief Administrative Officer Date

Site ID: OR47608-A-03  
 Site Name: Eastview

Tenant Site ID: ESTV  
 Tenant Site Name: Eastveiw Lane

**ANTENNA SITE AGREEMENT**

1. **Premises and Use.** **SBA TOWERS IV, LLC**, a Delaware limited liability company (“Owner”) leases to **MARION COUNTY PUBLIC WORKS**, a government entity (“Tenant”), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter (“Shelter”) for Tenant’s base station equipment consisting of approximately N/A square feet; and space required for Tenant’s cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the “Site”). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the “Equipment”). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner’s other tenants.

2. **Term.** The “Initial Term” of this Agreement shall be five (5) years beginning on the date set forth below (“Commencement Date”) and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a “Renewal Term”) of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or September 01, 2026.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of Two Thousand Two Hundred Dollars and Zero Cents (\$2,200.00) (“Rent”), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not

executed by Tenant and returned to Owner by August 31, 2026.

4. **Security Deposit. Intentionally Omitted.**

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner or lessee under a ground lease (“Ground Lease”); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner’s right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant’s sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner’s rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner’s prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.



Site ID: OR47608-A-03  
Site Name: Eastview

Tenant Site ID: ESTV  
Tenant Site Name: Eastveiw Lane

**7. Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

**8. Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Marion County Public Works  
5155 Silverton Rd. SE  
Salem, Oregon 97305-3802

Owner: SBA Towers IV, LLC  
8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307  
Attn: Site Administration  
RE: OR47608-A-03/Eastview

Rental Payments: SBA Towers IV, LLC  
PO Box 935406  
Atlanta, GA 31193-5406  
Attn: Accounts Receivable  
RE: OR47608-A-03/Eastview

**9. Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study

performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

**10. Compliance with Laws.** Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial



Site ID: OR47608-A-03  
 Site Name: Eastview

Tenant Site ID: ESTV  
 Tenant Site Name: Eastveiw Lane

compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** Tenant is a self-insured government agency and shall provide Owner with a statement of self-insurance.

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right



Site ID: OR47608-A-03  
 Site Name: Eastview

Tenant Site ID: ESTV  
 Tenant Site Name: Eastveiw Lane

to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Tenant's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

**15. Termination by Tenant.** Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

**16. Default.** If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30)

days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

**17. Taxes.** Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

**18. Indemnity.** Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

**19. Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

Site ID: OR47608-A-03  
 Site Name: Eastview

Tenant Site ID: ESTV  
 Tenant Site Name: Eastveiv Lane

**20. Liens.** Tenant will not permit any mechanics, materialman’s or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

**21. Casualty or Condemnation.** In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner’s failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant’s Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant’s act or omission, or Tenant’s violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner’s intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant’s implementation of its emergency responses as the same may exist from time to time.

**22. Confidentiality.** Except as otherwise required under Oregon Revised Statute 192, Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so

shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

**23. Bankruptcy and Insolvency.** Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

**24. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant’s equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys’ fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The Addendum and following Exhibits are attached to and made a part of this Agreement: Exhibit “A” (Site Description), “B” (Antenna and Equipment List), “C” (Memorandum of Antenna Site Agreement) and “D” (Minimum Installation, Occupancy...).



Site ID: OR47608-A-03  
Site Name: Eastview

Tenant Site ID: ESTV  
Tenant Site Name: Eastveiw Lane

**TENANT: MARION COUNTY PUBLIC WORKS, a government entity**

**(see attached Marion County Signature Page)**

By: Brian Nicholas  
Title: Director  
Tax ID: 93-6002307  
Address: 5155 Silverton Rd. SE  
Salem, OR 97305-3802

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**OWNER: SBA TOWERS IV, LLC, a Delaware limited liability company**

By: Donald Day, EVP – Site Leasing  
OR  
Alyssa Houlihan, VP – Site Leasing

Tax ID: 45-4817367  
Address: 8051 Congress Avenue  
2<sup>nd</sup> Floor  
Boca Raton, FL 33487-1307

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**SIGNATURE PAGE FOR  
LEASE AGREEMENT EASTVIEW ESTV/EASTVIEW LANE - PW-7096-26  
between  
MARION COUNTY and SBA TOWERS IV, LLC**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: *Brian Nicholas* 05/14/2026  
Brian Nicholas (May 14, 2026 13:06:24 PDT)  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: *[Signature]* 05/11/2026  
Marion County Contracts & Procurement Date

**SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

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

Site ID: OR47608-A-03  
Site Name: Eastview

Tenant Site ID: ESTV  
Tenant Site Name: Eastveiw Lane

**ADDENDUM TO ANTENNA SITE AGREEMENT**

This addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated \_\_\_\_\_ by and between **SBA TOWERS IV, LLC** ("Owner") and **MARION COUNTY PUBLIC WORKS** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or shall have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in Exhibit B attached to this Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study, if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or shall have performed all such work in accordance with the structural analysis.
5. In the event a pre-construction passing structural analysis is received for the Equipment set forth on Exhibit B, Tenant shall not be responsible for any costs related to modifications or reinforcement of the tower and any reference above to such effect shall be deemed null and void.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date set forth above.

**TENANT: MARION COUNTY PUBLIC WORKS**

\_\_\_\_\_  
By: Brian Nicholas  
Title: Director

**OWNER: SBA TOWERS IV, LLC**

\_\_\_\_\_  
By: Donald Day, EVP – Site Leasing  
OR  
Alyssa Houlihan, VP – Site Leasing



Site ID: OR47608-A-03  
Site Name: Eastview

Tenant Site ID: ESTV  
Tenant Site Name: Eastveiw Lane

**EXHIBIT A  
SITE DESCRIPTION**

Site located at: 4830 Eastview Ln, situated in the City of Silverton,  
County of Marion, State of Oregon 97381

Legal Description:

**Real property in the County of Marion, State of Oregon, described as follows:**

**The following tract of land being a portion of the Northeast Quarter of Section 2, Township 7 South, Range 1 West, Willamette Meridian in Marion County, Oregon, described as follows:**

Beginning at a point located South 16° 50' 18" West a distance of 1358.98 feet from the Northeast corner of Section 2, Township 7 South, Range 1 West, Willamette Meridian, Marion County, Oregon, also being the Southeast corner of property conveyed to James and Patricia Anne Heintz in Volume 691, Page 4, Deed Records, Marion County Oregon, thence, parallel to the East line of said Section 2, South 0° 06' 12" East a distance of 275.00 feet; thence, perpendicular to the said East line South 89° 53' 48" West a distance of 250.00 feet; thence North 0° 06' 12" West a distance of 127.47 feet; thence North 44° 15' 90" West a distance of 168.35 feet; thence, North 0° 06' 12" West a distance of 139.16 feet; thence, North 89° 53' 48" East a distance of 20.00 feet; thence, North 0° 12' West a distance of 382.41 feet; thence, South 80° 37' 46" East a distance of 30.42 feet to the West line of property conveyed to James and Patricia Anne Heintz in Volume 650, Page 560 in Deed Records, Marion County, Oregon; thence along the West line of said Heintz property, South 0° 06' 12" East a distance of 489.80 feet to the South line of property conveyed to James and Patricia Anne Heintz in Volume 691, Page 4, in Deed Records, Marion County Oregon; thence along the South line of said Heintz property, North 89° 53' 48" East a distance of 317.28 feet, more or less, to the point of beginning.

Together with a nonexclusive use of roadway as set forth in Volume 337, Page 375, and Volume 650, Page 560, Deed Records for Marion county, Oregon.

Latitude: 44° 59' 40.76"

Longitude: -122° 45' 57.82"



Site ID: OR47608-A-03  
 Site Name: Eastview

Tenant Site ID: ESTV  
 Tenant Site Name: Eastveiw Lane

**EXHIBIT B**

**ANTENNA AND EQUIPMENT LIST**

**Equipment must be installed, routed and stacked pursuant to the most current structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Owner.**

**For the purpose of this Exhibit B, all mounting heights are approximate.**

**NOTE: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.**

<b>Antennas:</b>	Two (2) Total		
Quantity:	One (1)	One (1)	
Type:	Collinear (RX) Omni	Dipole (TX)	
Manufacturer:	RFI	Sinclair	
Model:	CC807-09	SE414-SWBPALDF (D00)	
Dimensions:	10.3' x 3"	53" x 8.5" x 2.9"	
Weight:	30.9 lbs.	19.5 lbs.	
Mounting Base:	120'	105'	
Mounting Center:	125.15'	107.21'	
Mounting Tip:	130.3'	109.42'	
Mounting Orientation:	165°	165°	
Mounting Downtilt:	___°	___°	
Location:	SE Face	SE Face	
Cable:	Three (3) Total		
Number of Lines:	One (1)	One (1)	One (1)
Cable Type:	Coax	Coax	Coax
Cable Size:	7/8"	7/8"	1/2"
<b>Antenna Mounts:</b>	Four (4) Total		
Quantity:	One (1)	One (1)	One (1)
Type:	4' Standoff Arm	4' Standoff Arm	Tri-Collar Assembly
Manufacturer:	Sabre	Sabre	Sabre
Model:	C10114004	C10114004	C10112378
Dimensions:	4'	4'	12"-60" Monopole
Weight:	78 lbs.	78 lbs.	366 lbs.
Mounting Center:	127'	120'	105'
Quantity:	One (1)		
Type:	4' Standoff Arm		
Manufacturer:	Sabre		
Model:	C10114004		
Dimensions:	4'		
Weight:	78 lbs.		
Mounting Center:	105'		



Site ID: OR47608-A-03  
 Site Name: Eastview

Tenant Site ID: ESTV  
 Tenant Site Name: Eastveiw Lane

**Dishes:** Two (2) Total

Quantity:	One (1)	One (1)
Type:	HP	HP
Manufacturer:	Commscope	Commscope
Model:	VHLP3-11W	VHLP4-11W-4WH
Dimensions:	3' x 3' x 15.2"	4' x 4' x 30.2"
Weight:	37 lbs.	71 lbs.
Mounting Center:	127'	120'
Mounting Orientation:	100°	341°
Mounting Downtilt:	2°	4°
ERP:	61.99 dbm	64.14 dbm

<b>Cable:</b>	Two (2) Total	
Number of Lines:	One (1)	One (1)
Cable Type:	Coax	Coax
Cable Size:	1.319"	1.319"

**Dish Mounts:** Ten (10) Total

Quantity:	Two (2)	Two (2)	One (1)
Type:	Quad- Collar Assembly	2' Standoff Arm	Tower Face Mount Strut Support
Manufacturer:	Sabre	Sabre	Sabre
Model:	C10110300	C10114002	C10153435
Dimensions:	12" - 52" Monopole	2" x 8"	28" x 12"
Weight:	240 lbs.	53 lbs.	52 lbs.
Mounting Center:	127'	127'	127'

Quantity:	Two (2)	Two (2)	One (1)
Type:	Quad-Collar Assembly	2' Standoff Arm	Tower Face Mount Strut Support
Manufacturer:	Sabre	Sabre	Sabre
Model:	C10110300	C10114002	C10153435
Dimensions:	12"-52" Monopole	2'	28" x 12"
Weight:	240 lbs.	53 lbs.	52 lbs.
Mounting Center:	120'	120'	120'

**Tower Mounted Amplifiers (TMAs):**

Quantity:	One (1)
Manufacturer:	tait
Model:	NPD3633A-TTA
Dimensions:	13" x 5" x 4"
Weight:	10 lbs.
Mounting Center:	120'

**Remote Radio Units (RRUs):** N/A

**RRU Modules:** N/A

**DC Surge Suppression Systems:** N/A

**Ground Space Requirements:** N/A - equipment to be installed outside Owner's compound

**ERP:** N/A

**Transmitter Operating Power:** N/A

**Generator:** N/A

**Frequencies:** Transmit: 746-960 MHz  
 Receive: 746-960 MHz



Site ID: OR47608-A-03  
Site Name: Eastview

Tenant Site ID: ESTV  
Tenant Site Name: Eastveiw Lane

**EXHIBIT C**

**MEMORANDUM OF ANTENNA SITE AGREEMENT**



Site ID: OR47608-A-03  
Site Name: Eastview

Tenant Site ID: ESTV  
Tenant Site Name: Eastveiw Lane

# NOT FOR EXECUTION

**After recording return to:**

STATE OF OREGON

COUNTY OF MARION

## MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated \_\_\_\_\_, 20\_\_, between **SBA TOWERS IV, LLC**, a Delaware limited liability company "Owner" and **MARION COUNTY PUBLIC WORKS**, a government entity "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately N/A square feet at that certain site "Site" located at 4830 Eastview Ln, City of Silverton, County of Marion, State of Oregon 97381, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

**TENANT: MARION COUNTY PUBLIC WORKS**, a government entity

\_\_\_\_\_

By:  
Title:  
Fed Tax ID: 93-6002307  
Address: 5155 Silverton Rd. SE  
Salem, OR 97305-3802

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_





Site ID: OR47608-A-03  
Site Name: Eastview

Tenant Site ID: ESTV  
Tenant Site Name: Eastveiw Lane

## EXHIBIT D

### MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

#### 1. Pre-Installation Standards

**Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until written (NTP) approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins including, but not limited to mount models, antenna and radio models; transmission line quantity, weight, size and placement; base station equipment layout. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

**Safety Requirements:** All Contractors must be familiar with SBA specific Safety Policies and Procedures. In an event there are any incidents occurred during construction, such events must be reported to Owner immediately.

#### 2. Installation

- (a) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (b) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (c) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All external ground leads connecting to the site ground system shall be enclosed in a 1/2" non-metallic liquid-tight conduit. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (d) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved.
- (e) All equipment cabinets will be identified with a UV-rated placard on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (f) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not zinc plated. All hardware must be installed according to the manufacturer's installation instructions and have locking hardware installed. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install.
- (g) All transmission lines are to be secured with factory hoist grips every 150', or as recommended by the manufacturer and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic tie wraps and/or bandit type hangers will not be accepted. Beam clamps or angle adapters shall never be utilized to anchor hoisting grips. Instead, all hoisting grips shall be secured to a tower structural member via galvanized pinned shackles attached directly to the grip and a tower structural member. If a designated anchorage location is not available, a length of a load rated hot dipped galvanized chain shall be used. Shackles and chains shall be capable of supporting a minimum of 500 lbs. or the weight of the cable being supported, whichever is greater.
- (h) All transmission lines must be properly secured, and snap-ins installed at the time of the installation. Under no circumstances shall any transmission lines be free hanging or left unattended and must be immediately snapped-in.

Site ID: OR47608-A-03  
 Site Name: Eastview

Tenant Site ID: ESTV  
 Tenant Site Name: Eastveiw Lane

- (i) All transmission lines must be routed as outlined in the Structural Analysis. Transmission lines may never be installed on tower legs and must utilize waveguide ladders.
- (j) All steel components must be in compliance of AWS D1.1, TIA/EIA 222 Latest Revision, ASTM A123, ASTM, A325, ASTM A36, ASTM A53, AISC Manual of Steel Construction 14TH Edition TIA-5053.
  - a) Steel components being installed must match the steel manufacturer's make and model numbers which were approved in structural/mount analysis.
  - b) All steel modifications to mounts or tower structure must be pre-approved and follow the structural/mount analysis.
  - c) All sector frames and platforms should have a TIA-5053 Classification, and, if provided, plate or label must be installed.
- (k) Antenna centerlines shall be within +/- 6in from the steel manufacturer's allotted centerline requirements and in accordance to TIA-5053. Antennas shall never be cantilevered unless structural/mount analysis have been provided directing this type of installation.
- (l) All mechanical ground and power terminations shall have a thin layer of Sanchem "NO-OX-ID A-Special" grease applied prior to termination for corrosion mitigation. No zinc-based (Noalox) No-Ox is permitted.
- (m) All conduit must be installed at a minimum depth of 30" or 5" below frost line. All ground ring systems must be installed at a minimum of 36". Conduits shall be routed along the perimeter of site compound when possible with metal trace tape installed. All disturbed soil must be compacted with mechanical tempers to prevent sagging.

3. **General** - Tenant must comply with any applicable instructions regarding any Site security system.

- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the site, ensure that all gates are locked and, if there is a security system, it is armed.
- (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
- (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
- (d) Do not adjust or tamper with thermostats or HVAC systems.
- (e) Access to the shelter roof is restricted to authorized maintenance personnel.
- (f) All Contractors and site visitors must contact SBA NOC upon entering the site
- (g) Contractors shall not affect existing Safety climb systems without notifying Owner. It will be Contractor's responsibility to correct any trapped or damaged Safety climb systems.
- (h) Lighting systems shall never be obstructed.

Contact [quality@sbsite.com](mailto:quality@sbsite.com) or [asksafety@sbsite.com](mailto:asksafety@sbsite.com) for questions regarding SBA Quality/Safety.



## Certificate Of Completion

Envelope Id: 9415D18B-9997-48D2-A893-80999B96AF47 Status: Sent  
 Subject: Please eSign Lease App ID#287989 OR47608-A-03 Marion County Eastview ESTV/Eastveiv Lane  
 trackingNumber: 27661814  
 userCredentials: C4PIFSU56ZGBQW2DBFRV3ZK32MZJ4QEECYDLHSHS4GWTCFQILAZVHMEMFXO5CXRYRV23UIL6QCI6BQ  
 Source Envelope:  
 Document Pages: 15 Signatures: 0 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Michele Lignelli  
 AutoNav: Enabled 8051 Congress ave  
 Envelopeld Stamping: Enabled Boca Raton, FL 33487  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) MLignelli@sbsite.com  
IP Address: 54.186.168.68

## Record Tracking

Status: Original Holder: Michele Lignelli Location: DocuSign  
 4/22/2026 3:16:02 PM MLignelli@sbsite.com

## Signer Events

	Signature	Timestamp
Patrick Hoover phoover@rtspnw.com Security Level: Email, Account Authentication (None)	Completed	Sent: 4/22/2026 3:23:35 PM Resent: 4/30/2026 4:43:23 PM Viewed: 4/30/2026 4:43:46 PM Signed: 4/30/2026 4:43:52 PM
	Using IP Address: 2600:100f:b19f:99fb:79b3:7ea7:e090:ce2a Signed using mobile	

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/30/2026 4:43:46 PM  
 ID: 8cea158b-9266-4b69-87ec-11707c848ef7

Brian Nicholas bnicholas@co.marion.or.us Security Level: Email, Account Authentication (None)	Sent: 4/30/2026 4:43:54 PM Viewed: 4/30/2026 4:54:32 PM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 4/30/2026 4:54:32 PM  
 ID: 52597540-243b-4d08-bfde-3e0e411da0aa

Michele Lignelli  
MLignelli@sbsite.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Site Leasing DS Processing  
 siteleasingdsprocessing@sbsite.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/30/2026 4:45:54 PM  
 ID: 5c165966-ad3c-46fa-a6e9-19607c94b69e

Donald Day  
DDay@sbsite.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/5/2021 10:43:50 AM  
 ID: 184bd85e-c377-47d1-b3b4-4a19798f8725

## In Person Signer Events

## Signature

## Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Tatise Benite tbenite@sbsite.com Business Operations Analyst Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 4/22/2026 3:23:34 PM
Joe Rozanc JRozanc@sbsite.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/15/2021 3:24:28 PM ID: 08ad531f-78cc-4bcb-b2b0-0e873cf943ff	<b>COPIED</b>	Sent: 4/22/2026 3:23:34 PM Viewed: 4/30/2026 7:14:34 PM
Site Leasing FE Copy siteleasingfecopy@sbsite.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	4/22/2026 3:23:34 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, SBA Communications Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact SBA Communications Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dsmith@sbsite.com](mailto:dsmith@sbsite.com)

### **To advise SBA Communications Corporation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dsmith@sbsite.com](mailto:dsmith@sbsite.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from SBA Communications Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dsmith@sbsite.com](mailto:dsmith@sbsite.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with SBA Communications Corporation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dsmith@sbsite.com](mailto:dsmith@sbsite.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SBA Communications Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SBA Communications Corporation during the course of your relationship with SBA Communications Corporation.



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: Wednesday, June 3, 2026

Department: Sheriff's Office

Title: Amendment #8 to the Purchase Order with Correct Rx

Management Update/Work Session Date: Tuesday, May 21, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

**Requested Action:**  
Staff requests considering approval of Amendment #8 to the Purchase Order Agreement with Correct Rx Pharmacy Services, Inc. in the amount of \$460,000, for a new total of \$2,843,475.54 for Marion County Jail pharmaceutical services through August 21, 2027.

**Issue, Description & Background:**  
The Marion County Sheriff's Office requests approval to purchase pharmaceutical services for the Jail by a standard purchase order through August 21, 2027, referencing State Price Agreement (SPA) # 10700-00016319 and the Minnesota Multi-state Contracting Alliance Program (MMCAP) MMS2200739 that conforms to Marion County Public Contracting Rules, Section 10-0400.

**Financial Impacts:**  
Estimated total through August 21, 2027 will be \$460,000.00

**Impacts to Department & External Agencies:**  
N/A

**List of attachments:**  
Original PO and Amendments 1-8.

**Presenter:**  
Commander Jacob Ramsey

**Department Head Signature:**

# Contract Review Sheet

Purchase Order

**882795 - Amd 8**Title: Marion County Jail Inmate Pharmaceutical ServicesContractor's Name: Correct RX Pharmacy Services, Inc.Department: Sheriff's OfficeContact: Kristy WitherellAnalyst: Sandra FixsenPhone #: (503) 373-4402Term - Date From: July 1, 2020Expires: August 21, 2027Original Contract Amount: \$ 338,333.00 Previous Amendments Amount: \$ 2,045,142.54Current Amendment: \$ 460,000.00 New Contract Total: \$ 2,843,475.54 Amd% 740%Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: 10-0400 Cooperative

Cooperative# \_\_\_\_\_

Description of Services or Grant Award

**Amendment #8 is adding \$460,000.00 to the Purchase Order and extending the terms through August 21, 2027, to align with the State Price Agreement/MMCAP term.**

Amendment #7 is adding \$447,304.44 to the Purchase Order that was approved within the FY 2025-26 Budget and extending the terms through June 30, 2026.

Amendment #6 is adding \$709,760.27 to the Purchase Order with Correct Rx to cover JMOUD grant funding and unexpected pharmaceutical expenses through June 30, 2025.

Amd #5 added \$260,414.00 to the Purchase Order that was approved within the FY 2024-25 budget.

Amd #4 added \$150,000 to the Purchase Order with Correct Rx through June 30, 2024. This increase is due to the Adults in Custody needing more medical care when entering the jail.

Amd #3 added \$177,000 to the purchase order that was approved within the FY 2023-24 Budget.

Amd #2 added \$220,000 to the purchase order that was approved within the FY 2022-23 Budget.

Amd #1 added \$80,663.83 to the purchase order to pay for final services through FY 2021-22.

Original contract was established in FY 2020-21 for \$338,333.00 through a cooperative agreement through the Minnesota Multicontracting Alliance for Pharmacy (MMCAP).

**CMS Record #SO-3329-20**

Desired BOC Session Date: 6/3/2026Contract should be in DocuSign by: 5/13/2026Agenda Planning Date: 5/21/2026Printed packets due in Finance: 5/19/2026Management Update: 5/19/2026BOC upload / Board Session email: 5/20/2026BOC Session Presenter(s) Commander RamseyCode: Y

## REQUIRED APPROVALS

Sandra L. Fixsen 05/12/2026Kristy Witherell 05/12/2026  
Kristy Witherell (May 12, 2026 06:11:32 PDT)

Finance - Contracts Date

Contract Specialist Date

Scott A. Norris 05/12/2026  
Scott A. Norris (May 12, 2026 13:40:14 PDT)Jan Fritz 05/13/2026  
Jan Fritz (May 13, 2026 08:23:57 PDT)

Legal Counsel Date

Chief Administrative Officer Date



**MARION COUNTY  
FINANCE DEPARTMENT**

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC  
803 A BARKWOOD COURT  
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		1
<b>Ship To:</b>		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
<b>Bill To:</b>		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-26/K. Witherell
Payment Terms Immediate	Ship Via Best method		F.O.B Destination
Freight Terms Prepaid	Request Or Deliver To		Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21 - Original					\$338,333.00
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22 - Amd 1					\$80,663.83
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23 - Amd 2					\$220,000.00
4	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 30-JUN-24 - Amd 3					\$177,000.00
5	Pharmaceutical Services for the Marion County Jail - through June 30, 2024 - Amd 4					\$150,000.00
<b>Total</b>						\$965,996.83

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

**Authorized By:** \_\_\_\_\_  
**MARION COUNTY PURCHASING**  
**NOT VALID Unless Signed By Purchasing**



**MARION COUNTY  
FINANCE DEPARTMENT**

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC  
803 A BARKWOOD COURT  
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		2
<b>Ship To:</b>		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
<b>Bill To:</b>		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
Payment Terms		Ship Via	F.O.B
Freight Terms		Request Or Deliver To	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
6	Pharmaceutical Services for the Marion County Jail - 01-JUL-24 through 30-JUN-25 - Amd 5					\$260,414.00
7	Pharmaceutical Services for the Marion County Jail - 01-NOV-24 through 30-JUN-25 - Amd 6					\$465,842.57
8	JMOUD Grant for Pharmaceutical Services for HB4002 adults - Amd 6 250-31-33-333-3309-521120					\$243,917.70
9	Pharmaceutical Services for the Marion County Jail - 01-JUL-25 through 30-JUN-26 - Amd 7					\$447,304.44
10	Pharmaceutical Services for the Marion County Jail - 01-JUL-26 through 21-AUG-27 - Amd 8					\$460,000.00
<b>Total</b>						\$2,843,475.54

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

**Authorized By:** \_\_\_\_\_  
**MARION COUNTY PURCHASING**  
**NOT VALID Unless Signed By Purchasing**

**MARION COUNTY –TERMS AND CONDITIONS**

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6 TERMINATION OF PO.** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the 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 the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

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

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract 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. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**20. TERMS:** Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.

**SIGNATURE PAGE FOR  
MARION COUNTY JAIL INMATE PHARMACEUTICAL SERVICES - SO-3329-20 – AMD 8  
between  
MARION COUNTY and CORRECT RX PHARMACY SERVICES, INC.**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair	Date
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Commissioner	Date
--------------	------

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Commissioner	Date
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Authorized Signature:		05/12/2026
	Department Director or designee	Date

Authorized Signature:	<u>Jan Fritz</u> <small>Jan Fritz (May 13, 2026 08:23:57 PDT)</small>	05/13/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u>Scott A. Norris</u> <small>Scott A. Norris (May 12, 2026 13:40:14 PDT)</small>	05/12/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:		05/12/2026
	Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: June 10, 2026

Department: Tax Office

Title: Property tax refund for Corelogic Commercial Real Estate Services Inc.

Management Update/Work Session Date: \_\_\_\_\_ Audio/Visual aids

Time Required: 15 min. Contact: Bri Anna Kelley Phone: ext. 2247

Requested Action: Adopt order authorizing property tax refund for Corelogic Commercial Real Estate Services Inc.

Issue, Description & Background: The Tax Collector received duplicate payments on account 520305 for the 2025-26 tax year. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due is \$23,208.03. The Board has delegated authority to issue tax refunds under \$20,000 to the tax collector; all others must go to the Board for approval. By statute, no interest is due on this refund.

Financial Impacts: The amount of the refund is \$23,208.03.

Impacts to Department & External Agencies: None, beyond the processing of the refund itself.

List of attachments: 1. Property tax petition for refund of Corelogic Commercial Real Estate Service Inc., with supporting documentation. 2. Board Order,

Presenter: Bri Anna Kelley, Tax Collector

Department Head Signature: Natasha McVey

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of approving property)  
tax refund as submitted by the        )  
Marion County Tax Collector.         )

**Order No.**

This matter came before the Board of Commissioners upon the recommendation of the Marion County Tax Collector regarding a tax refund petition on account no. 520305, attached hereto and incorporated herein by this reference; and

WHEREAS, the Board finds that the petitioner has demonstrated that a tax refund is due in the amount as set forth on the petition; and

WHEREAS, the Board finds that the Marion County Tax Collector approved the refund as to the amount; and

WHEREAS, the Board finds that Marion County Legal Counsel has approved the refund as to legal form,

NOW, THEREFORE, IT IS HEREBY ORDERED that a refund be made to the petitioner on account no. 520305 in the amount indicated on the petition.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



Tax Account: **520305**

MARION COUNTY BOARD OF COMMISSIONERS  
C/O MARION COUNTY TAX COLLECTOR  
PO BOX 2511  
SALEM, OR 97308-2511

**REFUND PETITION**

**PETITIONER:** CORELOGIC COMMERCIAL REAL EST SERV INC  
PO BOX 9222  
COPELL TX 75063

Petitions the Board of County Commissioners for a refund under ORS 311.806 of taxes paid on Real property.

Tax Account	Tax Year	Tax Amount		Refund Amount
520305	2025	\$23,208.03		\$23,208.03

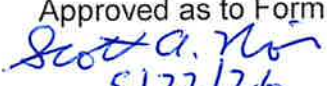
**REASON FOR REFUND:**

THE TAX OFFICE RECEIVED TWO PAYMENTS FOR THE SAME ACCOUNT VIA FIRST AMERICAN TITLE CO AND CORELOGIC COMMERCIAL REAL ESTATE SERVICES INC, RESULTING IN A REFUND. FOLLOWING COMMUNICATION WITH BOTH REMITTERS, IT WAS DETERMINED TO REFUND CORELOGIC COMMERCIAL REAL ESTATE SERVICES INC.

Signed: See Attached File

Petition verified and refund recommended:

Marion County Tax Collection Dept. Date 5/21/2026

<p>Approved as to Form    5/22/26  Legal Counsel</p>
---



**SUMMARY OF TAX ACCOUNT**  
**MARION COUNTY TAX COLLECTOR**  
**P.O. BOX 2511**  
**SALEM, OR 97308**  
**(503) 588-5215**

21-May-2026

BARTON & BOESPFLUG GEN PARTNRSH  
 NORTHWOOD MEADOWS APTS  
 C/O NORRIS & STEVENS INC  
 900 SW 5TH AV # 1700  
 PORTLAND OR 97204

Tax Account #	520305	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	24200 LEGACY 1-49030061
Situs Address	600 LOCKHAVEN DR NE KEIZER OR 97303	Interest To	Jun 15, 2026

**Tax Summary**

Tax Year	Total Due *	Taxes	Fees	Interest	Discount	Original Due	Due Date	Date Paid
2025	(\$23,208.03)	(\$23,208.03)	\$0.00	\$0.00	\$0.00	\$69,624.09	Nov 15, 2025	Apr 29, 2026
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,597.45	Nov 15, 2024	May 16, 2025
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,347.65	Nov 15, 2023	May 9, 2024
2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,465.23	Nov 15, 2022	May 8, 2023
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,484.65	Nov 15, 2021	May 4, 2022
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,871.82	Nov 15, 2020	May 17, 2021
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,572.96	Nov 15, 2019	May 19, 2020
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,804.74	Nov 15, 2018	May 14, 2019
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,053.12	Nov 15, 2017	May 11, 2018
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,941.70	Nov 15, 2016	May 15, 2017
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,356.81	Nov 15, 2015	Feb 18, 2016
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,505.24	Nov 15, 2014	May 19, 2015
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,146.40	Nov 15, 2013	May 16, 2014
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,015.74	Nov 15, 2012	Nov 9, 2012
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,049.12	Nov 15, 2011	Nov 14, 2011
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,266.52	Nov 15, 2010	Nov 10, 2010
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,923.98	Nov 15, 2009	Nov 12, 2009
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,579.89	Nov 15, 2008	Nov 13, 2008
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,012.75	Nov 15, 2007	Nov 14, 2007
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,479.08	Nov 15, 2006	Nov 13, 2006
2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,865.35	Nov 15, 2005	Nov 14, 2005
2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,946.72	Nov 15, 2004	Nov 15, 2004
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,000.36	Nov 15, 2003	Nov 18, 2003
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,245.61	Nov 15, 2002	Nov 15, 2002
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,524.28	Nov 15, 2001	Nov 13, 2001
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,277.26	Nov 15, 2000	Nov 16, 2000
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,859.06	Nov 15, 1999	Nov 17, 1999
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,696.35	Nov 15, 1998	Nov 20, 1998
1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,069.08	Dec 15, 1997	Aug 29, 1998
1996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,903.65	Nov 15, 1996	Aug 29, 1998
1995	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,966.42	Nov 15, 1995	Aug 29, 1998
<b>Total</b>	<b>(\$23,208.03)</b>	<b>(\$23,208.03)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,350,453.08</b>		

Minimum Payments  
Due On

6/15/2026 **(\$23,208.03)**



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 6/3/26

Department: Health & Human Services

Title: MOU for REACH Program Bed Access at Navigation Center

Management Update/Work Session Date: 4/28/26 Audio/Visual aids

Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Approval of the MOU between Mid-Willamette Valley Community Action and MCHHS BHCC.

Issue, Description & Background: The purpose of this MOU is to document the shared commitment to provide temporary shelter at the Salem Navigation Center for unsheltered individuals in crisis, including designated access to beds for the REACH team.  
  
The County and Agency will collaborate to provide comprehensive on-site services, including behavioral health, counseling, and supportive resources to stabilize unsheltered individuals and support pathways to housing.

Financial Impacts: Health and Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: NA

List of attachments: MOU

Presenter: Debbie Wells

Department Head Signature: Troy Gregg  
Troy Gregg (May 6, 2025 08:46:24 PDT)

# Contract Review Sheet

Memorandum of Understanding

**HE-7061-26**

Title: REACH Program Bed Access at the Navigation Center

Contractor's Name: Mid-Willamette Valley Community Action

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: Execution

Expires: March 31, 2036

Original Contract Amount: \$ -

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ -

Amd% 0%

No Funds Exchanged  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: Not Applicable (No Exchange of Funds)

## Description of Services or Grant Award

This MOU is between Marion County and Mid-Willamette Valley Community Action Agency to provide emergency shelter beds for unsheltered individuals within Marion County.

The purpose of this MOU is to document the shared commitment to provide temporary shelter at the Salem Navigation Center for unsheltered individuals in crisis, including designated access to beds for the REACH team.

The County and Agency will collaborate to provide comprehensive on-site services, including behavioral health, counseling, and supportive resources to stabilize unsheltered individuals and support pathways to housing.

Desired BOC Session Date: 6/3/2026

Contract should be in DocuSign by: 5/13/2026

Agenda Planning Date: 5/21/2026

Printed packets due in Finance: 5/19/2026

Management Update: 4/28/2026

BOC upload / Board Session email: 5/20/2026

BOC Session Presenter(s) Debbie Wells

Code: Y

## REQUIRED APPROVALS

  
05/06/2026  
Date


Finance - Contracts

  
05/06/2026  
Date  
Kristina Ballow (May 6, 2026 06:47:09 PDT)

Contract Specialist

  
05/13/2026  
Date

Legal Counsel

  
05/13/2026  
Date  
Jan Fritz (May 13, 2026 13:35:17 PDT)

Chief Administrative Officer

**MEMORANDIUM OF UNDERSTANDING**  
**Between**  
**MARION COUNTY HEALTH AND HUMAN SERVICES**  
**and**  
**MID-WILLAMETTE VALLEY COMMUNITY ACTION**  
**HE-7061-26**

**1. PARTIES TO AGREEMENT**

This Agreement between Mid-Willamette Valley Community Action, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, on behalf of the Marion County Health and Human Services, hereafter called County.

**2. RECITALS**

WHEREAS, Marion County invested \$3,000,000.00 in American Rescue Plan Act (ARPA) dollars towards the Salem Navigation Center located at 1185 22<sup>nd</sup> Street SE, Salem.

WHEREAS, the City of Salem entered into a contractual agreement with Mid-Willamette Community Action stating that ARCHES would provide management of the Salem Navigation Center.

WHEREAS, the Salem Navigation Center is a transitional shelter facility that provides wrap-around services while clients reside in the facility.

**3. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to document the shared goal of Agency and County to help shelter people at the Salem Navigation Center experiencing a crisis. Further, Agency and County shall collaborate in providing more comprehensive services and increase access to behavioral health and counseling onsite for clients. These services are further described in Section 5.

**4. TERM AND TERMINATION**

- 4.1 This MOU shall be effective on the date it has been signed by all parties and will remain in effect until terminated by any of the parties to this MOU.
- 4.2 This MOU may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this MOU shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 4.3 County may terminate this MOU effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
  - a. If either party fails to provide services called for in this MOU within the time specified herein or any extension thereof.

- b. If either party fails to perform any of the provisions of this MOU or so fails to pursue the work as to endanger the performance of this MOU in accordance with its terms and after written notice from County, it fails to correct such failure(s) within ten days or such longer period as the County may authorize.

4.4 Any such termination of this MOU shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

## **5. OBLIGATIONS UNDER THE TERMS OF THIS MOU**

### **5.1 CRITERIA FOR ELIGIBLE SALEM NAVIGATION CENTER REFERRALS:**

- a. The REACH Team shall determine that the individual needs temporary emergency housing prior to making a referral.
- b. The REACH Team shall verify that the individual is seeking or is eligible for other temporary or permanent housing options and the person needs a temporary placement at the Salem Navigation Center to complete paperwork, assessments, or have access to outreach services necessary for housing placement.
  - (1) The REACH team shall assess and inform the individual that placement at the Salem Navigation Center may impact eligibility for immediate placement at other shelters.
  - (2) The REACH Team shall inquire about current shelter waitlists and anticipated placement timelines to determine appropriateness of referral.
  - (3) The REACH Team shall ensure that the individual is not currently residing in another Marion County shelter unless prior approval is obtained from program leadership.
- c. The REACH Team shall assess and confirm that the individual is in vulnerable mental or physical state and urgently needs emergency respite shelter and that:
  - (1) The individual is able to control and regulate their behavior and does not pose a threat or harm to themselves or to others.
  - (2) The individual is able to care for themselves by completing activities of daily living, such as independent toileting, and being able to stand up after a fall to the ground.
  - (3) The individual is experiencing an acute behavioral health condition, episode or vulnerable physical state that may be stabilized through short-term placement.

- d. The REACH Team shall verify, when applicable, the individual is scheduled to be admitted into a treatment bed within 14 days, and it is necessary to have a fixed location to transport the individual.
- e. Any other situation in which the REACH team determines it would be detrimental to the individual if they remain in their current location, so long as the individual meets Navigation Center criteria (e.g., a victim of a crime, waiting on a treatment bed, waiting on a court appearance, etc.).
- f. The individual has been located within the Marion County, Oregon area, is eighteen years of age or older, and may be of any gender identity.
- g. The REACH Team shall screen for exclusionary conditions and ensure appropriate diversion when necessary:
  - (1) Individuals presenting with active suicidal ideation, homicidal ideation, or aggressive/violent behavior shall be referred to the Marion County Behavioral Health Crisis Center for screening prior to Navigation Center referral;
  - (2) Individuals with emergency medical needs shall be transported to a hospital for stabilization prior to referral;
  - (3) Individuals requiring medication intervention due to severe intoxication shall be transported to a hospital;
  - (4) The REACH Team shall inform individual that the Navigation Center is not a medical or sobering facility, though it serves individuals with active substance use.
- h. The individual shall be willing to limit the items in their personal possession to fit in a space not-to-exceed 78” long x 35” wide x 19” high:
  - (1) If the individual has a pet, the pet shall behave and cannot be aggressive towards others, shall be on a leash, and remain under the owner’s control.
- i. The Salem Navigation Center has the right to deny an individual for any reason, regardless of if the individual meets the above eligibility requirements. There is no guarantee of placement in an emergency law enforcement diversion bed.

## 5.2 PROCESS FOR REFERRALS TO THE NAVIGATION CENTER:

- a. The REACH team shall complete and submit the required online referral form for all Navigation Center referrals. Upon submission, the REACH Team shall use the automatically generated contact information to notify and contact the ARCHES on-call

manager. This phone number can be reached 24 hours per day, seven days per week, and during all holidays.

- b. The REACH Team shall ensure that the individual meets at least one of the eligible referral categories identified in the online referral form Eligible individuals must present with one of the following seven conditions:
  - (1) Crime victim in need of temporary shelter;
  - (2) Individual actively engaging with housing provider and/or soon to be housed through a housing provider;
  - (3) Individual in a vulnerable physical or behavioral health state;
  - (4) Individual with a pending substance use disorder treatment or program entry within fourteen (14) days;
  - (5) Individual with a pending court date within fourteen (14) days;
  - (6) Individual needs emergency temporary shelter in lieu of being cited; or
  - (7) Individual for whom remaining in their current located would be detrimental .
- c. The REACH team shall collect and provide relevant information to the ARCHES Manager:
  - (1) Name of the individual seeking shelter.
  - (2) Pertinent demographic information.
  - (3) Criminal history.
  - (4) Known health issues.
  - (5) Needs of the individual.
- d. The REACH team shall arrange for and provide transportation for the individual, if needed, to the Navigation Center.
- e. The ARCHES Manager shall promptly consider the request for a shelter stay. The ARCHES Manager shall lodge the individual whenever possible and as quickly as possible. Relatively immediate placements are anticipated as the standard for accepted referrals. If the stay is declined, the Manager shall share a reason with the REACH team.

- f. The ARCHES Manager shall keep a log of inquiries from law enforcement, and be prepared to share the inquiries received, requests granted, requests denied, and the reasons for denials, with the REACH team.
- g. The ARCHES Manager shall ensure the Salem Navigation Center is prepared to greet the REACH team and individual once shelter bed access is granted. This shall include the name of the staff person on duty to receive the individual, directions for what to do upon arrival at the center, and any other instructions needed for successful transport.

**5.3 SERVICES PROVIDED TO INDIVIDUALS RECEIVING DIVERSION BEDS:**

- a. The Navigation Center will make available up to five (5) diversion beds. Individuals placed understand the stay is short-term in comparison to others sheltering at the Navigation Center that were placed through Coordinated Entry.
- b. Services provided for short-term stay include the following:
  - (1) An intake upon arrival regarding behavioral expectations, services available, and a tour of the Salem Navigation Center. Failure to complete the intake and agree to shelter policies and procedures will result in denial.
  - (2) Once enrolled in the diversion bed program, ARCHES staff will meet with the individual and provide information on the shelter. ARCHES does not case manage the diversion bed individuals; referrers (e.g., REACH) should continue to work with the individual and make referrals as appropriate.
  - (3) Access to laundry and other facility services.
  - (4) Meals.
  - (5) Pets are permitted in alignment with low barrier practices, per pet policy.

**6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this MOU. The parties agree that this MOU shall be administered and construed under the laws of the state of Oregon.

**7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this MOU.

**8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or

resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

**9. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

**10. MERGER CLAUSE**

Parties concur with and agree that this MOU constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this MOU shall bind either party unless in writing or signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this MOU. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by their term and conditions.

**11. NOTICES**

Any notice required to be given by the Agency or County under this MOU shall be sufficient if given, in writing, by first class mail, email, or in person as follows:

For Agency:

Mid-Willamette Valley Community Action  
2975 Center St NE  
Salem, OR 97301  
Attn: Sara Webb  
[sara.webb@mwvcaa.org](mailto:sara.webb@mwvcaa.org)

For County:

Marion County Health and Human Services  
PO BOX 14500  
Salem, OR 97309  
[Health\\_Contracts@co.marion.or.us](mailto:Health_Contracts@co.marion.or.us)

**12. SIGNATURES**

This MOU and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this MOU to be executed on the date set forth below.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**


\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: Troy Gregg  
[Troy Gregg \(May 6, 2026 08:46:24 PDT\)](#) 05/06/2026  
Department Director or designee Date

Authorized Signature: Jan Fritz  
[Jan Fritz \(May 13, 2026 13:35:17 PDT\)](#) 05/13/2026  
Chief Administrative Officer Date

Reviewed by Signature:  05/13/2026  
Marion County Legal Counsel Date

Reviewed by Signature:  05/06/2026  
Marion County Contracts & Procurement Date

**MID-WILLAMETTE VALLEY COMMUNITY ACTION SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 06/10/2026

Department: Public Works

Title: Franchise Amendment for Marion Resource Recovery Facility, LLC

Management Update/Work Session Date: 06/09/2026 Audio/Visual aids [ ]

Time Required: 5 minutes Contact: Brian May Phone: 503 365 3147

Requested Action: Approve Amendment #1 to the Franchise agreement with Marion Resource Recovery Facility, LLC.

Issue, Description & Background: The Board of Commissioners previously approved and executed a Contamination Reduction Reimbursement Funding Addendum as a required component of the Primary Funding Agreement (PFA) with Circular Action Alliance Oregon (CAA Oregon). The Addendum outlines the specific terms, funding structure, and reporting requirements for these activities. This Franchise Amendment with Marion Resource Recovery Facility, LLC will allow Public Works to facilitate Franchisee's performance of reimbursable contamination reduction activities, and to authorize County to reimburse Franchisee for reimbursable contamination reduction activities consistent with County's agreement with CAA Oregon.

Financial Impacts: None.

Impacts to Department & External Agencies: None.

List of attachments: Amendment

Presenter: Brian May

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.06.05 09:57:03 -07'00'

# Contract Review Sheet

Contract for Services

**PW-2408-18 - Am1**

Title: Franchise Agreement

Contractor's Name: Marion Resource Recovery Facility, Inc. dba Re:Source

Department: Public Works Department

Contact: Janet Wilson

Analyst: Kathleen George

Phone #: (503) 566-4139

Term - Date From: January 1, 2019

Expires: December 31, 2038

Original Contract Amount: \$ 65,500,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 65,500,000.00 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: \_\_\_\_\_

Department

Description of Services or Grant Award

Franchise Agreement

Amendment 1 amends the franchise agreement to allow for reimbursement funding for contamination reduction strategies, funded via Circular Action Alliance's Contamination Reduction Reimbursement Program.

Desired BOC Session Date: 6/10/2026

Contract should be in DocuSign by: \_\_\_\_\_

Agenda Planning Date: \_\_\_\_\_

Printed packets due in Finance: \_\_\_\_\_

Management Update: 6/9/2026

BOC upload / Board Session email: \_\_\_\_\_

BOC Session Presenter(s) Brian May

Code: Y

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_

Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



**AMENDMENT 1 to PW-2408-18  
the FRANCHISE AGREEMENT  
between**

**MARION COUNTY and MARION RESOURCE RECOVERY FACILITY, LLC.**

This is Amendment 1 to the Franchise Agreement (as amended from time to time, the “Contract”), dated January 01, 2019, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Marion Resource Recovery Facility, LLC., *dba* Re:Source, hereafter called Franchisee.

**RECITALS**

WHEREAS, Circular Action Alliance Oregon LLC (CAA Oregon), or its assignee, has been approved as a producer responsibility organization (“PRO”) by Oregon’s Department of Environmental Quality (“DEQ”) pursuant to the Plastic Pollution and Recycling Modernization Act, ORS 459A, and OAR 340-090.

WHEREAS, In furtherance of producers of recyclable materials sold or distributed in Oregon helping to finance the management of, and ensure an environmentally sound stewardship program for their products, CAA Oregon is responsible for administering a program of funding and reimbursement of certain expenses related to the expansion of access to recycling services in Oregon.

WHEREAS, On November 19, 2025, Marion County entered into an agreement with CAA Oregon for payment or reimbursement for certain expenses for which it may be eligible to receive from CAA Oregon in accordance with Applicable Law and as defined in the referenced agreement.

WHEREAS, contamination reduction is a necessary part of Marion County’s recycling program.

WHEREAS, on May 20, 2026, CAA Oregon and Marion County entered into a Contamination Reduction Reimbursement Funding Addendum (“CAA Addendum”) whereby CAA approved Marion County’s funding request, up to \$430,000.00, for its contamination reduction programming, including the purchases and activities described in this Amendment 1.

WHEREAS, Marion County has requested that Franchisee purchase and distribute the recycling containers, cart tags, mailers, labels, and magnets detailed in Schedule A of the CAA Addendum in furtherance of its contamination reduction programming.

WHEREAS, Marion County and Franchisee wish to amend the Contract to facilitate Franchisee’s performance of reimbursable contamination reduction activities, and to authorize Marion County to reimburse Franchisee for reimbursable contamination reduction activities consistent with County’s agreement with CAA Oregon.

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

**38. On or before June 30, 2026, Franchisee shall purchase the standardized color recycling containers, cart tags and mailers to provide contamination information, informational and educational material, container labels, and/or cameras on trucks as detailed on Schedule A of the CAA Addendum. As soon**

as reasonably possible after receiving the purchased materials, Franchisee shall distribute the items for Schedule A of the CAA Addendum as outlined in Schedule B of the CAA Addendum. Franchisee shall provide documentation and accurate records of such purchases and distributions as requested and required by County.

Marion County will complete all reporting for such activities with CAA Oregon. Marion County will act as a pass-through recipient and disburse funds to Franchisee for the expenses outlined in Schedule A of the CAA Addendum. Notwithstanding the foregoing, Marion County agrees to reimburse Franchisee for such expenses, not to exceed \$430,000.00, no later than three months after receiving a valid reimbursement request from Franchisee, regardless of whether CAA Oregon provided Marion County with such funds.

This provision expires on June 30, 2027.

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Franchisee and Marion County certify 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: \_\_\_\_\_  
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

**MARION RESOURCE RECOVERY FACILITY, LLC. SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_  
4914-1112-1843, v. 1



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 10, 2026

Department: Public Works

Title: Public Hearing to consider concurring in an amendment to the City of Silverton Comprehensive Plan Map (Legislative Amendment 26-003)

Management Update/Work Session Date: May 5, 2026 Audio/Visual aids [ ]

Time Required: 5 min Contact: John Speckman Phone: 503-466-4173

Requested Action: Public Hearing to consider concurring in an amendment to the City of Silverton Comprehensive Plan Map (Legislative Amendment 26-003) After holding a public hearing to change the designation on a 3.72-acre parcel located within the urban growth boundary of Silverton from Industrial to Single-family Residential, concur in the amendment or decline to at this time.

Issue, Description & Background: On November 5, 2025, the City of Silverton held a public hearing on an ordinance approving a Comprehensive Plan Map Amendment to change the designation of a 3.72-acre parcel from Industrial to Single-Family Residential. On May 13, 2026, the Marion County Board of Commissioners approved a resolution initiating consideration of concurrence with an amendment to the City of Silverton Comprehensive Plan Map and scheduled a public hearing for June 10, 2026.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Staff report, map of amendment area

Presenter: John Speckman

Department Head Signature: [Handwritten Signature]

County Commissioners  
Colm Willis, Chair  
Kevin Cameron  
Danielle Bethell



Director  
Brian Nicholas, PE

Deputy Director  
Dennis Mansfield

Chief Administrative Officer  
Jan Fritz

## MARION COUNTY PUBLIC WORKS

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### MEMORANDUM

**TO:** Marion County Board of Commissioners

**FROM:** Marion County Public Works/Planning – John Speckman

**SUBJECT:** Concurring in an Amendment to the City of Silverton Comprehensive Plan Map (Legislative Amendment 26-003)

**DATE:** May 19, 2025

### BACKGROUND

This matter comes before the Marion County Board of Commissioners at the request of the City of Silverton to consider concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the Urban Growth Boundary (UGB) of Silverton from Industrial to Single-family Residential. The city has held public hearings on the amendment and has adopted an ordinance amending the city's Comprehensive Plan Map (Silverton Ordinance 25-11). Because the city's comprehensive plan is a component of the county's comprehensive plan, and Oregon Revised Statutes 197.025(1) gives the county responsibility to coordinate all planning activities with the county, the county must consider whether to concur in the city's amendment.

The Marion County Board of Commissioners adopted the Silverton UGB and Comprehensive Plan on August 1, 1979 (Ordinance No. 543). Marion County and the City of Silverton entered into an Urban Growth Boundary and Policy Agreement (UGBPA) on January 26, 1988. The UGBPA establishes procedures for coordinating land use matters of mutual concern. The UGBPA provides for the county to concur in the city's comprehensive plan amendments and to adopt those provisions for application within the Urban Growth Area (UGA), which are those lands between the city limits and UGB. Such provisions include urbanization policy changes, plan map amendments affecting properties in the UGA, and UGB changes.

On May 13<sup>th</sup>, 2024, the Board of Commissioners approved Resolution 26R-7 initiating the consideration of concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the UGB of Silverton from Industrial to Single-family Residential and setting a public hearing date of June 10, 2026, to receive testimony on the proposed amendments.

## **CITY OF SILVERTON COMPREHENSIVE PLAN MAP AMENDMENT**

The property owner of the subject parcel submitted an application to the City of Silverton on August 28, 2025, requesting a change in the City of Silverton Comprehensive Plan Designation of a 3.72-acre parcel located at 279 Monson Road (Marion County Assessor's Map T6S; R1W; Section 34BC; Tax lot 300) from Industrial to Single-family Residential. The property located in the UGA which is outside of the city limits and inside of the UGB. The property is currently zoned Urban Transition (UT-5), and no change to that zoning is proposed. The UT zone permits the establishment of a single-family dwelling when the underlying designation is Residential. The property owner seeks the comprehensive plan change from Industrial to Single-family Residential to establish a single-family dwelling on the property under the current UT zone.

The city determined that there exists a surplus of industrial land within the Silverton UGB. The city conducted an Economic Opportunity Analysis in 2011 and found that 11-acres of net new industrial vacant land will be required to meet their estimated industrial growth. The city calculates that the transition of the proposed 3.72-acres from Industrial to Single-family Residential will result in a remaining supply of approximately 56-acres of vacant industrial land inside Silverton UGB. Therefore, the proposed Comprehensive Plan Map Amendment will not inhibit the projected industrial growth in Silverton.

The city reviewed the proposed comprehensive plan amendment for impacts on transportation facilities and found that the range of potential uses within an Industrial designated parcel is significant which makes accurate estimates of relative trips per day difficult. At maximum, the city determined that if the site were developed with some sort of industrial retail use the PM Peak Hour Trips (PMPHT) could be as high as 197. If the designation of the parcel is changed to Single-family Residential, then upon annexation and full development under current state law maximums for the Single-family Residential zones (6 duplexes per acre) the PMPHT would be between 22 and 36 trips. Given that the expected traffic generated by the maximum development of the parcel under the proposed designation is less than the expected traffic generated by the highest trip-intensive use under the existing designation, the city has determined that the proposed change in designation will not significantly affect the transportation system.

The city adopted the West Side Land Use and Transportation Plan in 2013 that includes the subject property. The Urban Design Concept of the Plan, below, indicates the area along the west side of Monson Road to be a transitional area from agricultural to urban uses. The subject site is a corner section of the employment land section that borders residential to the north and the west. The proposed change of the site from Industrial to Single-family Residential moves the boundary between these designated uses to the south and east property lines of the subject parcel. This change would not create an island of residential in the middle of an area of employment land. The property to the east of the subject parcel is in industrial use and already directly borders residentially designated land. There is no indication that the proposal would create conflicts between uses.

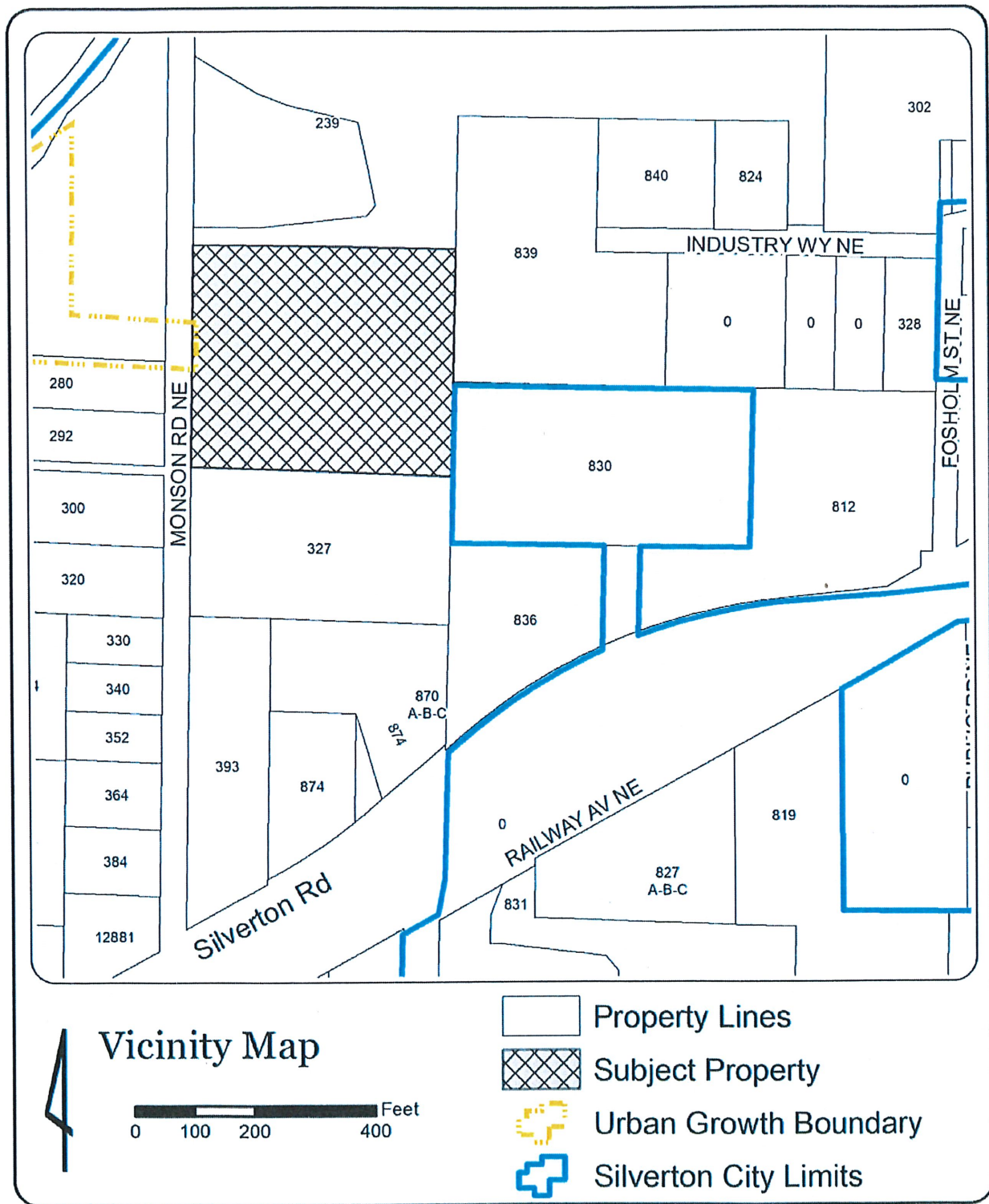
The city's findings support the change in the Comprehensive Plan Map designation. The Silverton Planning Commission held a public hearing on October 14, 2025 to evaluate the

proposed comprehensive plan map amendment and recommended the City Council approve the proposed comprehensive plan map amendment, which they did on November 5, 2025 when Silverton Ordinance 15-11 was signed. County staff reviewed the City staff report and found their findings to be adequate for the proposal.

**RECOMMENDATION**

Staff recommends that the Board concur in the amendment to the City of Silverton's Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the UGB of Silverton at 279 Monson Road from Industrial to Single-family Residential.

Map of Amendment Area – 279 Monson Rd – Legislative Amendment 26-003





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 10, 2026

Department: Public Works

Title: Consider scheduling an ordinance concurring in amendments to the City of Silverton Comprehensive Plan Map

Management Update/Work Session Date: May 5, 2026 Audio/Visual aids [ ]

Time Required: 0 min Contact: John Speckman Phone: 503-566-4173

Requested Action: Consider whether or not to accept the staff recommendation to schedule final consideration and adoption of an Ordinance concurring in an amendment to the City of Silverton Comprehensive Plan Map (Legislative Amendment 26-003) for June 17, 2026. This is prepared in advance as an option for the Board of Commissioners if they so choose. This will be considered only if the Board concurs with the city's amendment at the June 10 hearing.

Issue, Description & Background: On November 5, 2025, the City of Silverton held a public hearing on an ordinance approving a Comprehensive Plan Map amendment to change the designation of a 3.72-acre parcel from Industrial to Single-Family Residential. On April 23, 2026, the City sent a letter requesting the County concur on the amendment. On May 13, 2026, the Marion County Board of Commissioners approved a resolution initiating consideration of concurrence with the amendment and scheduled a public hearing. On June 10, 2026 the Board held the public hearing and after considering the evidence in the record, concurred in the city's amendment, and directed staff to return with an ordinance consistent with their decision. Now the Board may schedule adoption of the ordinance concurring in the amendment to the City of Silverton Comprehensive Map.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Ordinance

Presenter: John Speckman

Department Head Signature: For Brandon Reich

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON**

In the matter of concurring in an amendment to the  
City of Silverton Comprehensive Plan Map to change  
the designation on a 3.72-acre parcel located within the  
urban growth boundary of Silverton from Industrial to  
Single-family Residential.

) Legislative  
) Amendment  
) 26-003  
) Clerk's File No:  
)  
)

AN ADMINISTRATIVE ORDINANCE

**ORDINANCE NO. \_\_\_\_\_**

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS  
FOLLOWS:

**SECTION I.        Purpose**

This ordinance is enacted pursuant to the authority granted general law counties in the State of Oregon by Oregon Revised Statutes (ORS) Chapter 203, and the comprehensive land use planning and coordination with local government provisions under Chapters 195 and 197, by concurring with amending the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the urban growth boundary of Silverton from Industrial to Single-family Residential.

**SECTION II.       Authorization**

The Marion County Board of Commissioners initiated a legislative amendment to the Marion County Comprehensive Plan by Resolution No. 26R-7 dated May 13, 2026. The legislative amendment came before the Board at the request of the City of Silverton for concurrence in and adoption of an comprehensive plan map amendment being considered by the city, pursuant to the planning coordination and concurrence provisions under ORS Chapters 195 and 197, and the provisions of the executed January 26, 1988 Urban Growth Boundary and Policy Agreement between Marion County and the City of Silverton that establishes procedures

for addressing land use matters of mutual concern, including amendments to the comprehensive plan and urban growth boundary. The Board held a public hearing on June 10, 2026, for which proper public notice and advertisement was given. The Board closed the hearing on June 10, 2026. All persons present during the public hearing and those provided notice of the hearing, were given the opportunity to speak or present written statements on the proposed amendments.

**SECTION III. Evidence and Findings**

The Board has reviewed the evidence and testimony in the record. Based on the facts and findings in the record, as contained in Exhibits A and B, which are incorporated herein by this reference, the Board determines that the updated City of Silverton Comprehensive Plan Map amendment conforms with the requirements under ORS Chapter 197 and the Statewide Land Use Planning Goals and Administrative Rules for the development and revision of comprehensive plans, with ORS Chapter 195 for county coordination with local comprehensive plan activities, and the Marion County Comprehensive Plan Urbanization Element on coordination with cities on growth management policies and guidelines.

The amendment changes the designation of a 3.72-acre parcel located at 279 Monson Rd (Marion County Assessor's Map T6S; R1W; Section 34BC; Tax lot 300) from Industrial to Single-family Residential.

**SECTION IV. Amendment to Marion County Comprehensive Plan**

The Marion County Comprehensive Plan is amended to incorporate by reference herein concurrence with the amendment to the City of Silverton Comprehensive Plan Map depicted on the map set forth in Exhibit C.

**SECTION V. Repeal Of Portions Of Existing Ordinances**

Those portions of Marion County Ordinance No. 543 adopting a City of Silverton Urban Growth Boundary and a Comprehensive Plan for the area outside the city but within the growth boundary or amendments pertaining to the City of Silverton, are hereby repealed, or amended as set forth in this ordinance through the concurrence with the City of Silverton Comprehensive Plan map amendment, which by reference is incorporated into this Ordinance.

**SECTION VI. Severability**

Should any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or any policy, provision, findings, statement, conclusion, or designation to a particular land use or area of land, or any other portion, segment or element of this Ordinance or of any amendments thereto and adopted hereunder, be declared invalid for any reason, such declaration shall not affect the validity and continued application of any other portion or element of this Ordinance or

amendments to the Comprehensive Plan, as amended herein; and if this Ordinance or any portion thereof should be held to be invalid on one ground, but valid on another, it shall be construed that the valid ground is the one upon which this Ordinance or any portion thereof was enacted.

**SECTION VII. Effective Date**

Pursuant to Chapter 1.10 of the Marion County Code, this is a legislative Administrative Ordinance and shall take effect upon adoption.

SIGNED and FINALIZED this \_\_\_\_\_ day of \_\_\_\_\_, 2026 at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

JUDICIAL NOTICE

Oregon Revised Statutes (ORS) Chapter 197.830 provides that land use decisions may be reviewed by the Land Use Board of Appeals (LUBA) by filing a notice of intent to appeal within 21 days from the date this ordinance becomes final.

### **Facts and Findings**

This matter comes before the Marion County Board of Commissioners at the request of the City of Silverton to consider concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the Urban Growth Boundary (UGB) of Silverton from Industrial to Single-family Residential. The city has held public hearings on the amendment and has adopted an ordinance amending the city's Comprehensive Plan Map (Silverton Ordinance 25-11). Because the city's comprehensive plan is a component of the county's comprehensive plan, and Oregon Revised Statutes 197.025(1) gives the county responsibility to coordinate all planning activities with the county, the county must consider whether to concur in the city's amendment.

The Marion County Board of Commissioners adopted the Silverton UGB and Comprehensive Plan on August 1, 1979 (Ordinance No. 543). Marion County and the City of Silverton entered into an Urban Growth Boundary and Policy Agreement (UGBPA) on January 26, 1988. The UGBPA establishes procedures for coordinating land use matters of mutual concern. The UGBPA provides for the county to concur in the city's comprehensive plan amendments and to adopt those provisions for application within the Urban Growth Area (UGA), which are those lands between the city limits and UGB. Such provisions include urbanization policy changes, plan map amendments affecting properties in the UGA, and UGB changes.

On May 13<sup>th</sup>, 2024, the Board of Commissioners approved Resolution 26R-7 initiating the consideration of concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the UGB of Silverton from Industrial to Single-family Residential and setting a public hearing date of June 10, 2026, to receive testimony on the proposed amendments.

### **CITY OF SILVERTON COMPREHENSIVE PLAN MAP AMENDMENT**

The property owner of the subject parcel submitted an application to the City of Silverton on August 28, 2025, requesting a change in the City of Silverton Comprehensive Plan Designation of a 3.72-acre parcel located at 279 Monson Road (Marion County Assessor's Map T6S; R1W; Section 34BC; Tax lot 300) from Industrial to Single-family Residential. The property located in the UGA which is outside of the city limits and inside of the UGB. The property is currently zoned Urban Transition (UT-5), and no change to that zoning is proposed. The UT zone permits the establishment of a single-family dwelling when the underlying designation is Residential. The property owner seeks the comprehensive plan change from Industrial to Single-family Residential to establish a single-family dwelling on the property under the current UT zone.

The city determined that there exists a surplus of industrial land within the Silverton UGB. The city conducted an Economic Opportunity Analysis in 2011 and found that 11-acres of net new industrial vacant land will be required to meet their estimated industrial growth. The city calculates that the transition of the proposed 3.72-acres from Industrial to Single-family Residential will result in a remaining supply of approximately 56-acres of vacant industrial land

inside Silverton UGB. Therefore, the proposed Comprehensive Plan Map Amendment will not inhibit the projected industrial growth in Silverton.

The city reviewed the proposed comprehensive plan amendment for impacts on transportation facilities and found that the range of potential uses within an Industrial designated parcel is significant which makes accurate estimates of relative trips per day difficult. At maximum, the city determined that if the site were developed with some sort of industrial retail use the PM Peak Hour Trips (PMPHT) could be as high as 197. If the designation of the parcel is changed to Single-family Residential, then upon annexation and full development under current state law maximums for the Single-family Residential zones (6 duplexes per acre) the PMPHT would be between 22 and 36 trips. Given that the expected traffic generated by the maximum development of the parcel under the proposed designation is less than the expected traffic generated by the highest trip-intensive use under the existing designation, the city has determined that the proposed change in designation will not significantly affect the transportation system.

The city adopted the West Side Land Use and Transportation Plan in 2013 that includes the subject property. The Urban Design Concept of the Plan, below, indicates the area along the west side of Monson Road to be a transitional area from agricultural to urban uses. The subject site is a corner section of the employment land section that borders residential to the north and the west. The proposed change of the site from Industrial to Single-family Residential moves the boundary between these designated uses to the south and east property lines of the subject parcel. This change would not create an island of residential in the middle of an area of employment land. The property to the east of the subject parcel is in industrial use and already directly borders residentially designated land. There is no indication that the proposal would create conflicts between uses.

The city's findings support the change in the Comprehensive Plan Map designation. The Silverton Planning Commission held a public hearing on October 14, 2025 to evaluate the proposed comprehensive plan map amendment and recommended the City Council approve the proposed comprehensive plan map amendment, which they did on November 5, 2025 when Silverton Ordinance 15-11 was signed. County staff reviewed the City staff report and found their findings to be adequate for the proposal.

## **DECISION**

The Marion County Board of Commissioners concurs in the amendment to the City of Silverton's Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the UGB of Silverton at 279 Monson Road from Industrial to Single-family Residential.

**CITY OF SILVERTON**  
**ORDINANCE**  
**25-11**

**AN ORDINANCE OF THE SILVERTON CITY COUNCIL APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE COMPREHENSIVE PLAN DESIGNATION OF A 3.72 ACRE SITE LOCATED IN THE URBAN GROWTH BOUNDARY AT 279 MONSON ROAD (MARION COUNTY ASSESSOR'S MAP 061W34BC TAX LOT 03100) FROM INDUSTRIAL TO SINGLE FAMILY RESIDENTIAL.**

**WHEREAS**, a Comprehensive Plan Map Amendment to change the designation of a 3.72 acres site located in the urban growth boundary at 279 Monson Road (Marion County Assessor's Map 061W34BC00300) from Industrial to Single-Family Residential was submitted by Jim and JoLynn Vegh, 9451 W. Pebble Stream Dr., Boise, ID 83709; and

**WHEREAS**, the Planning Commission met in a duly advertised Public Hearing on October 14, 2025 to consider the proposed Comprehensive Plan Amendment, allowed testimony, reviewed the application; and

**WHEREAS**, following public testimony, the Planning Commission deliberated and recommends the City Council hold a public hearing to approve the proposed application (CP-25-04); and

**WHEREAS**, after proper legal notice, a Public Hearing before the City Council was held on November 5, 2025, to consider CP-25-04. All interested parties participated and had an opportunity to be heard. The City Council reviewed all matters presented to it.


**NOW, THEREFORE, THE CITY OF SILVERTON ORDAINS AS FOLLOWS:**

Section 1: The City Council finds that the burden of proof for the comprehensive plan amendment has been met and the request meets the applicable review criteria; therefore, the request to change designation to Single Family Residential for 279 Monson Road (Marion County Assessor's Map 061W34BC00300) is approved.

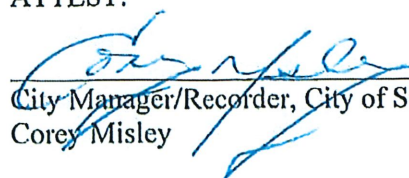
Section 2: In support of its decision, the City Council adopts the findings contained in "Exhibit A".

Section 3: This ordinance is and shall be effective within 30 days of its passage.

Ordinance adopted by the City Council of the City of Silverton, this 5<sup>th</sup> day of November, 2025.

  
\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freilinger

ATTEST:

  
\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Corey Misley

## **“Exhibit A”**

### **CP-25-04**

#### **The City Council of the City of Silverton adopts the following findings:**

1. The applicant submitted an application on August 28, 2025 requesting a change in Comprehensive Plan designation of a 3.72 acre site located in the urban growth boundary at 279 Monson Road (Marion County Assessor’s Map 061W34BC00300) from Industrial to Single-Family Residential. The property is currently in the Marion County Urban Transition Zone.
2. The Planning Commission met in a duly advertised Public Hearing on October 14, 2025 to consider the proposed Comprehensive Plan Amendment, allowed testimony, reviewed the application. Following public testimony, the Planning Commission deliberated and recommends the City Council hold a public hearing to approve the proposed application.
3. After proper legal notice, a Public Hearing before the City Council was held on November 5, 2025, to consider the application. All interested parties participated and had an opportunity to be heard.
4. The property is 3.72 acres in size and is designated Industrial on the Comprehensive Plan and is zoned UT-5, Urban Transition. The lot is vacant and located in the urban growth boundary. The site has frontage on Monson Road, a roadway under Marion County jurisdiction. Public and manufacturing uses exist to the east of the site and single-family homes exist to the north, west and south of the site.
5. The goal of the Urbanization element of the Comprehensive Plan (Comp Plan) is to “Provide adequate land to meet anticipated future demands for urban development in a logical and orderly manner.” By allowing the vacant industrial site to be converted to single-family residential, the need for additional housing could decrease by 7-22 units.
6. The City conducted an Economic Opportunity Analysis in 2011 that found that “The upper-end of the employment growth and land need scenario assumes 11 acres of net new industrial vacant land demand, which is below the estimated vacant industrial land supply of 84.7 acres. Hence, Silverton can easily accommodate the high industrial job growth scenario without expanding its Urban Growth Boundary.” Removing 3.72 acres of designated Industrial Land in the Urban Growth Boundary, in addition to the land removed as part of a 2016 Comp Plan amendment, leaves about a 56-acre supply of vacant industrial land. The 2011 EOA is the current adopted Economic Element of the City’s Comprehensive Plan. The City is currently working on a new Economic Opportunity Analysis that is in the draft stage, and while the City cannot rely on the findings within an unadopted document, the initial findings are consistent in that there is a surplus of Industrial land and the redesignation of the subject property will still result in a surplus.
7. A policy of the Transportation System Plan is to “review comprehensive plan amendments and zone changes for their impacts on transportation facilities. Proposals that are determined to have an impact

shall be required to demonstrate that the proposed changes will not significantly affect the transportation system and are consistent with the identified function, capacity, and performance standards of the transportation facility.” The site is currently designated Industrial which upon annexation would result in the property being zoned Industrial Park, IP. The site is 3.72 acres and could accommodate a wide variety of potential uses under the IP zoning, such as Manufacturing and Production, Industrial Services, Warehouse and Freight Movements, Self Service Storage, Office, Indoor Sports Facilities, or Retail Sales and Service. The range of potential uses creates a range of potential traffic generation with uses such as self service storage having a lower trip generation than a use such as retail or office or manufacturing. The size of a future building also impacts the traffic potential, making an accurate estimate on what the potential traffic generation under the IP zone difficult. For instance, if the site were to develop with a 60,000 square foot manufacturing use the PM Peak Hour Trip generated would be 44 trips, if it were a self storage use of that size the PMPHT would be 9 trips, if it were Office the PMPHT would be 86 trips, and if Retail 197 trips

If the property were designated Single Family, the property upon annexation would be zoned R-1, Single Family Residential or potentially R-5, Low Density Residential. The density range of the R-1 zone is between 2 – 6 units per acres, which results in a dwelling capacity for the site 7 to 22 units, though given the State law that allows duplexes on any lot a single family dwelling is allowed on and that a duplex, which is two dwellings, is counted as one dwelling when calculating density, the actual development capacity of the R-1 zone is above 6 units per acre. An estimate on the potential max PMPHT for an R-1 development would be between 22 and 36 trips. The density range for the R-5 zone is between 5 -10 units per acre, which results in a density range between 19 and 37 units. However, if the site were to develop at the max density under the R-5 zone, the housing type would likely be apartments, which typically have a lower occupancy rate and lower trip generation rate than single family homes. An estimate on the potential max PMPHT for an R-5 development would be between 22 and 44 trips.

Given the maximum potential trips is substantially higher for the Industrial designation, and given the intermediate range of potential trips in the Industrial designation is similar to the maximum number of estimated trips in the Residential designation, the proposed changes will not significantly affect the transportation system.

8. The pavement section of Monson Road is currently 16 feet in width and is within a 45 foot wide right-of-way. Any additional developments to urban densities or urban intensities would require substantial improvements to accommodate an increase in traffic load on the street.
9. The requested designation for the site has been evaluated against relevant comprehensive plan policies and on balance can be found to be more supportive of the comprehensive plan as a whole than the old designation.
10. The City adopted the West Side Land Use and Transportation Plan in 2013 that includes the subject property. The Urban Design Concept of the Plan, below, indicates the area along the west side of Monson Rd to be a transitional area from agricultural to urban and the Land Use Concept does include the subject site as employment area, consistent with the current Industrial designation. The subject site is a corner section of the employment land section that borders residential to the north

and to the west. The proposed change of the site from Industrial to Single Family Residential moves the corner of the area to the south. The change would not create a situation where there would then be an island of residential in the middle of an area of employment land nor would it create new conflicts between uses and the property to the east of the subject site already directly borders residentially designated land. The proposed change would alter the boundary between residential and employment lands, which does have the effect of creating a longer shared border between residential and industrial. Currently, only the subject sites north property line directly abuts residential lands, the sites western border is buffered from residential lands by Monson Road. If the subject site were designated residential, then the sites southern and eastern border would be a shared border between residential and industrial.

11. The comprehensive map pattern is a mixture of residential, industrial, and public. The vacant site is adjacent to single-family designated land on the north and west side. If the property was annexed it would be zoned R-1, single-family residential with a density of 2 to 6 dwelling units per acre, or a development up to a maximum of 22 units on the 3.72 acre site. Residential development would have a similar impact on the area as the lot borders single-family residential on two sides.
12. In terms of intensity of uses, the Industrial Designation has a higher chance of causing impacts such as noise, dust, traffic, and hours of operation, than a residential development. The area has a mixture of comprehensive plan designations that may impact one another. The current site, if developed with a manufacturing use could have impacts on the residentially designated property immediately to the north of the site, or to the residential properties on the west side on Monson Road. Changing the property to residential would now subject potential residents on the site to potential industrial uses to the east and south of the subject site. However, given the subject property is requesting a less intensive land use designation, there is not anticipated to be any negative impact on the area resulting from the change.
13. The subject site is a corner section of the Industrially designated land section and borders residential to the north and to the west. The proposed change of the site from Industrial to Single Family Residential moves the corner of the area to the south. The change would not create a situation where there would then be an island of residential in the middle of an area of industrial land nor would it create new conflicts between uses and the property to the east of the subject site already directly borders residentially designated land. The proposed change would alter the boundary between residential and industrial lands, which does have the effect of creating a longer share border between residential and industrial. Currently, only the subject site's north property line directly abuts residential lands, the site's western border is buffered from residential lands by Monson Road. If the subject site were designated residential, then the site's southern and eastern border would be a shared border between residential and industrial.
14. The City conducted an Economic Opportunity Analysis in 2011 that found that "The upper-end of the employment growth and land need scenario assumes 11 acres of net new industrial vacant land demand, which is below the estimated vacant industrial land supply of 84.7 acres. Hence, Silverton can easily accommodate the high industrial job growth scenario without expanding its Urban Growth Boundary." This equated to a surplus of 73.7 acres. Removing 3.72 acres of designated Industrial Land in the Urban Growth Boundary, in addition to the land removed as part of a 2016 Comp Plan amendment, leaves about a 56-acre supply of vacant industrial land. Changing the lot to a single-

family designation will help increase the amount land available for needed housing and will not have a negative impact on buildable industrial land. Similarly, the 2020 Housing Needs Analysis indicated a surplus of Residential land. Given that both designations have a surplus, the City can look more toward what type of development is more needed. The City has been trying to address housing affordability the past few years as housing costs have outpaced income gains. The City's current Industrial Park has several vacant shovel ready lots, that have been shovel ready for decades that have yet to attract industrial users.

15. The City of Silverton adopted the Comprehensive plan to be consistent with the statewide planning goals and has been acknowledged by the State.

