



## MARION COUNTY BOARD OF COMMISSIONERS

*"Delivering Excellence Everyday"*

Wednesday, September 3, 2025  
Board Session 9:00 a.m.

Senator Hearing Room  
555 Court Street NE, Salem

### PUBLIC COMMENT

### PROCLAMATIONS

#### HEALTH AND HUMAN SERVICES

1. Consider approval of a proclamation designating the month of September 2025 as Suicide Prevention Awareness Month in Marion County. –Phillip Blea, Laura Sprouse, Kelly Martin, and Amanda Egan, Behavioral Health Director, Santiam Hospital and Clinics
2. Consider approval of a proclamation designating the month of September 2025 as Recovery Month in Marion County. –Carol Heard; and Community Members Edgar Espinoza and Candice Aguilera.

### CONSENT

#### BOARD OF COMMISSIONERS

##### Board Appointment – Public Safety Coordinating Council

3. Approve an order reappointing Alison Kelley as a Non-Profit Victim Services Representative to the Marion County Public Safety Coordinating Council (PSCC) with a term ending September 2, 2028.

##### Board Appointment – Marion Water Quality Advisory Committee

4. Approve an order appointing Gary White as an At-Large member to the Marion Water Quality Advisory Committee (MWQAC) with a term ending August 31, 2029.

##### Board Appointments – Materials Management Advisory Council

5. Approve orders appointing Commissioner Kevin Cameron as Chair, Frank Lonergan as Vice-Chair, and Marie Traeger as the Elected Official Representing the City of Silverton, to the Marion County Materials Management Advisory Council (MMAC).

## BUSINESS SERVICES

6. Approve a Private Stormwater Facility Maintenance Covenant and Access Easement with the City of Salem that provides the city with maintenance access rights to a storm water management system for the new Marion County Evidence Building located on Aumsville Highway SE in Salem, Oregon.

## HEALTH AND HUMAN SERVICES

7. Approve Amendment #1 to the Contract for Services with Developing Chances, LLC to add \$150,000 for service element MHS 34, Providers of Foster Care Services, for a new not-to-exceed contract total of \$170,000 through June 30, 2027.

## PUBLIC WORKS

8. Receive notice of the hearings officer's decision approving Zone Change (ZC) Case #25-003/ Luckyjun, LLC.

9. Approve Amendment #1 to the Construction Contract with Knife River to add American Rescue Plan Act (ARPA) funding in the amount of \$124,939.95 for a new contract total of \$478,709.95 to provide additional work related to vehicle access and other minor improvements for the Parkdale Park Improvement Project through October 17, 2025.

## **ACTION**

### BUSINESS SERVICES

10. Consider approval of a Public Improvement Agreement with Cedar Mill Construction Company, LLC in the amount of \$774,500 to provide construction services for the Marion County Jail D-Pod through June 30, 2026. –Tamra Goetsch

*(Revised 9/3/2025: Motion made and approved to remove this item from the agenda.)*

## PUBLIC WORKS

11. Consider approval of Early Work Amendment #4 to the Construction Manager/General Contractor (CM/GC) Contract with Slayden Constructors, Inc. to add the not-to-exceed amount of \$961,564.50 for a new contract total of \$1,899,719.50 for the supply and installation of a 750,000-gallon steel reservoir and foundation for the Brooks-Hopmere Water Improvement Project through December 31, 2026. –Shane Ottosen

12. Consider approval of Early Work Amendment #5 to the Construction Manager/General Contractor (CM/GC) Contract with Slayden Constructors, Inc. to add the not-to-exceed amount of \$1,187,849.50 for a new contract total of \$3,087,569 that allows the contractor to mobilize and start site civil improvements while the facility design is being finalized for the Brooks-Hopmere Water Improvement Project through December 31, 2026. –Shane Ottosen

**13.** Consider approval of the Contract for Services with Clean Earth Environmental Solutions, Inc., in the amount of \$1,500,000 for operation of the Marion County Household Hazardous Waste facility at the Salem-Keizer Recycling and Transfer Station (SKRTS) and off-site collection services through September 30, 2028. –Andrew Johnson.

**PUBLIC HEARINGS**  
**Starting no earlier than 9:30 a.m.**

None.

**For agenda items where in-person testimony is allowed, the public may submit written testimony or 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: 9/3/25

Department: Health & Human Services

Title: Proclamation recognizing September 2025 as Suicide Prevention Awareness Month in Marion County

Management Update/Work Session Date: 8/12/25  Audio/Visual aids

Time Required: 15 minutes Contact: Laura Spouse Phone: 503-798-8682

Requested Action:

We recommend that the BOC adopt this proclamation for September as Suicide Prevention Awareness Month to bring the issue of suicide into public focus, increase community awareness of suicide risk, and generate support for prevention and treatment efforts.

Issue, Description & Background:

The American Association of Suicidology has designated September 2025 as Suicide Prevention Awareness Month. MCHHS is continuing to highlight the theme "Life is Better With You Here" to recognize this important issue for the month of September, as life is better when everyone in our community can achieve their highest level of health. Suicide is the 8th leading cause of death in Oregon and the 11th leading cause of death in the US, and has a tragic and complex impact on our communities. MCHHS aspires to a future in which our community is free of suicide by promoting awareness of resources and hope.

Financial Impacts:

N/A

Impacts to Department & External Agencies:

Positively impacts department, other agencies and community by helping all of Marion County recognize the value and importance of: suicide prevention, intervention and postvention strategies; local services and resources that support individuals who experience thoughts of suicide; and the County's ongoing dedication to suicide prevention efforts and providing access to mental health care.

List of attachments:

Powerpoint presentation; proclamation

Presenter:

Phillip Blea (Behavioral Health Division Director), Laura Spouse (Zero Suicide Program Coordinator), Kelly Martin (Mental Health Promotion & Suicide Prevention Coordinator), Amanda Egan (Behavioral Health Director, Santiam Hospital & Clinics)

Department Head  
Signature:

Ryan Matthews

Digitally signed by Ryan Matthews  
Date: 2025.08.18 11:51:34 -07'00'



*Marion County*  
OREGON  
Health & Human Services

# Suicide Prevention Awareness Month

**September 2025**

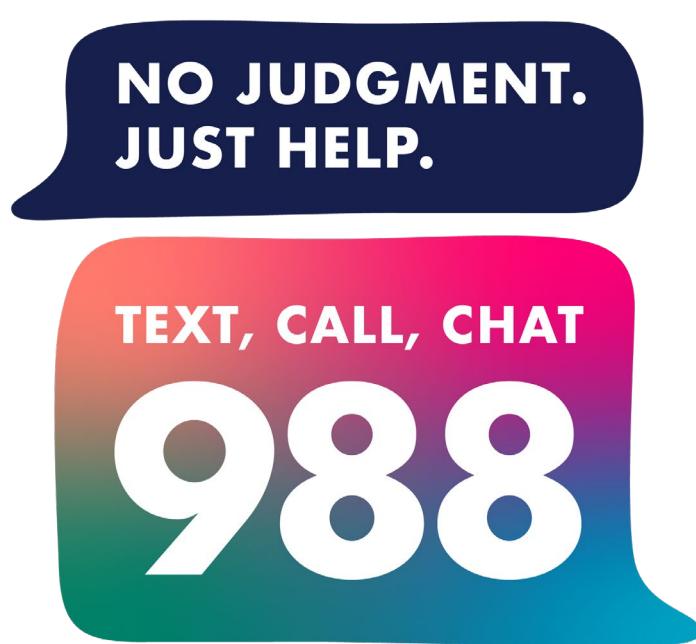
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# Safety and Self-Care Reminder

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- Suicide and mental health can be difficult to talk about – no matter how much experience you have or don't have
- Please reach out for support if you need it!
- Marion County Behavioral Health Crisis Center – 503-585-4949



**988** | SUICIDE & CRISIS  
LIFELINE

# Marion County Data

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- In 2023, 60 people died by suicide in Marion County – it is the 10<sup>th</sup> leading cause of death in the county
- Between 2020-2023, the Central Salem (97301) and Gervais zip codes experienced highest rates of visits to emergency department/urgent care centers for suicide attempts compared to the rest of the county
- Between 2020-2024, Marion County saw an increase in rate of individual visits to hospitals/urgent care centers for suicide ideation, but rates are lower than Oregon on a whole
- In 2024, 4,898 people contacted the 988 Suicide and Crisis Lifeline in Marion and Polk Counties

# Zero Suicide Initiative

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# What is Zero Suicide?

Zero Suicide is a national initiative aiming to integrate suicide prevention into all aspects of healthcare systems

Organizations who adopt the Zero Suicide framework are:

- Embedding evidence-based elements focused on reducing suicide
- Collecting data to measure both outcomes as well as fidelity to intervention strategies
- Conducting continuous quality improvement to educate staff and improve outcomes
- Normalizing suicide prevention and care practices for staff and individuals in service as the expected standard of care



# “Why” Zero Suicide?

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Data indicates that over 38% of individuals have made a healthcare visit (e.g., primary care, emergency department, specialty care, etc.) within the week before their suicide attempt, and 95% have had a healthcare visit within the preceding year.

Zero Suicide emphasizes that systems of care have an obligation to identify and support individuals at risk for suicide!

Source: Ahmedani BK, et al. Variation in patterns of health care before suicide: A population case-control study. *Prev Med.* 2019 Oct;127:105796.

# What we've done

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- Awareness campaigns in collaboration with Mid-Valley Suicide Prevention Coalition
- Employee survey
- Employee wellness activities
- Caring contacts policy
- Postvention response plan
- Suicide prevention and intervention training matrix for MCHHS employees
- Partnerships with community partners and organizations





# **Guest - Amanda Egan**

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**Director of Behavioral Health, Santiam  
Hospital & Clinics**

# Community Activities

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- Coffee sleeves - 4th year of campaign
- Tabling events
- Suicide prevention trainings - in the first half of 2025 we trained 262 people in the community.
- 988 banners at additional sport facilities



# Oregon 988: Connecting to Hope

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- Campaign by Oregon Health Authority launched this summer to raise awareness about 988 and support resources
- Emphasizes that 988 isn't just for suicide and mental health crises – it's also for everyday challenges where you may need a little more support

You are more  
than this  
moment.

988 is more than a crisis line.

Call or text 988



# MCHHS Staff Activities

- QPR Trainings
- Other suicide prevention trainings
- Paws for Love visits – October
- Walk Out of Darkness – October 11th



# Connect with us!

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- Visit [mvsuicideprevention.com](http://mvsuicideprevention.com) for more resources and information
- Follow us!
  - On Facebook @ Marion County Health & Human Services
  - On Instagram @marionhealthpromotion
  - On YouTube @mid-valleysuicidepreventio4028

## Our contact information:

- Kelly Martin: [kmartin@co.marion.or.us](mailto:kmartin@co.marion.or.us) – contact to schedule a training for your organization!
- Laura Sprouse: [lsprouse@co.marion.or.us](mailto:lsprouse@co.marion.or.us)

## BEFORE THE BOARD OF COMMISSIONERS FOR MARION COUNTY, OREGON

In the matter of proclaiming the month of September 2025 as Suicide Prevention Awareness Month in Marion County.

### PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on September 3, 2025.

**WHEREAS**, mental health is a key component to holistic wellness for individuals of all ages, families, and communities across Marion County; and

**WHEREAS**, suicide is a tragic outcome of many complex factors and requires our immediate action, consistent attention, and appropriate resources for prevention, intervention, and postvention efforts; and

**WHEREAS**, suicide is the 8th leading cause of death in Oregon and the 11th leading cause of death in the United States, and there are an estimated 1.5 million suicide attempts yearly in the United States; and

**WHEREAS**, it is estimated that each death by suicide directly impacts over 135 other individuals including family members, friends, loved ones, and by extension the entire community; and

**WHEREAS**, the stigma associated with mental health, suicide, and lived experiences with these topics works against suicide prevention by discouraging individuals at risk for suicide from seeking timely, appropriate, and life-saving help; and

**WHEREAS**, Marion County Health and Human Services continues to implement the Zero Suicide initiative to drive systemic change, remove stigma, and support healthy communities, with the bold vision of zero suicides within our community; and

**WHEREAS**, the Marion County Health and Human Services, Mental Health Promotion and Suicide Prevention Program aims to support the mental health and well-being of our community through thoughtful outreach and collaborative, impactful, and sustainable partnerships; and

**WHEREAS**, people experiencing mental health concerns and/or thoughts of suicide need an understanding, empathetic, and encouraging place of belonging as they seek support; and

**WHEREAS**, Marion County Health and Human Services is committed to building such spaces of belonging, connection, and safety to support those experiencing thoughts of suicide; and

**WHEREAS**, every person and organization has an essential role in supporting suicide prevention, reducing stigma, and saving lives; and

**WHEREAS**, Marion County Health and Human Services will continue to foster relationships with community partners to spread recovery, wellness, and prevention efforts throughout our communities; and

**WHEREAS**, Marion County Health and Human Services believes that life is better when everyone here can achieve their highest level of health, and aspires to a future in which our community is free of suicide; now, therefore,

**IT IS HEREBY PROCLAIMED** that the month of September 2025 is Suicide Prevention Awareness Month in Marion County.



DATED at Salem, Oregon, this 3rd day of September 2025.

**MARION COUNTY BOARD OF COMMISSIONERS**

**Chairperson** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Commissioner** \_\_\_\_\_



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: Wednesday, September 3, 2025 9:00am

Department: Health & Human Services

Title: **September is Recovery Month Proclamation**

Management Update/Work Session Date: 8/19/2025

Audio/Visual aids

Time Required: 10

Contact: Samantha Andress

Phone: x4903

Requested Action:

Approve proclamation to designate September as Recovery Month in Marion County

Issue, Description & Background:

Recovery Month was established in September 1989 to celebrate those recovering from addiction, emphasize the importance of evidence-based treatment and recovery practices, and to reduce stigmas associated with substance abuse and addiction. This initiative continually aims to increase support for those in recovery and celebrate their achievements.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Proclamation

Presenter:

Carol Heard; MCHHS, Edgar Espinoza; Community Member, Candice Aguilera; Community Member

Department Head  
Signature:

Ryan Matthews

Digitally signed by Ryan Matthews  
Date: 2025.08.20 08:13:51 -07'00'

## BEFORE THE BOARD OF COMMISSIONERS FOR MARION COUNTY, OREGON

In the matter of proclaiming the month of September 2025 as Recovery Month in Marion County.

### PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on September 3, 2025.

**WHEREAS**, National Recovery Month is observed each September to celebrate the millions of Americans who are in recovery from substance use and mental health disorders, and to increase awareness and understanding of these conditions and the effectiveness of treatment; and

**WHEREAS**, Recovery is a journey that takes strength, courage, and support, and the path to recovery is strengthened by access to evidence-based treatment, peer support, stable housing, employment opportunities, and community connection; and

**WHEREAS**, Individuals and families affected by substance use and mental health disorders deserve respect, dignity, and access to care that is free from stigma and discrimination; and

**WHEREAS**, Marion County Health & Human Services and its community partners are dedicated to providing compassionate, person-centered, trauma-informed services that empower individuals to achieve and sustain recovery; and

**WHEREAS**, Every story of recovery is a powerful reminder that healing is possible, families can be reunited, and lives can be restored; and

**WHEREAS**, We recognize and honor the contributions of those in recovery, the service providers, peers, family members, and community organizations who walk alongside them, and we recommit ourselves to supporting recovery in all its forms; and

**WHEREAS**, For the above reasons, we are asking the citizens of **Marion County** to join us in celebrating this September as **Recovery Month**; now, therefore,

**IT IS HEREBY PROCLAIMED** that the month of September 2025, is Recovery Month in Marion County, Oregon, and encourages all residents to support those on the path to recovery by fostering hope, reducing stigma, and promoting health and wellness throughout our communities.

Dated at Salem, Oregon, this 3rd day of September 2025.



### MARION COUNTY BOARD OF COMMISSIONERS

**Chairperson** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Commissioner** \_\_\_\_\_



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: September 3, 2025

Department: Board of Commissioners

Title: Marion County Public Safety Coordinating Council Membership

Management Update/Work Session Date: August 12, 2025  Audio/Visual aids

Time Required: Consent Contact: Gary White Phone: 5193

Requested Action: Reappoint Alison Kelley to the Marion County Public Safety Coordinating Council

Issue, Description & Background: Alison Kelley has served on the MCPSCC since September of 2022, in February of this year Alison was appointed to the councils Executive Committee to fill the vacancy left when Jayne Downing retired. At the request of the councils Chair Commissioner Willis Alison has agreed to serve another 3 year term as the ORS mandated Non-Profit Victim Services representative.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Board Order

Presenter: Gary White

Department Head Signature: Chris Eppley Digitally signed by Chris Eppley  
Date: 2025.08.07 16:30:08 -07'00'

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the matter of appointing a        )  
member to the Marion County        )  
Public Safety Coordinating Council )

**ORDER No. \_\_\_\_\_**

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on September 3, 2025, to consider the appointment of a member to the Marion County Public Safety Coordinating Council.

WHEREAS, Per ORS 423.650 the Marion County Public Safety Coordinating Council must include a representative of community-based nonprofit organizations that provide services to victims of crimes; and.

WHEREAS, Alison Kelley, the Chief Executive Officer of Liberty House, is willing to serve as the representative of a community-based nonprofit organization that provides services to victims of crimes on the council.

IT IS HEREBY ORDERED by the Marion County Board of Commissioners that Alison Kelley be appointed to a term on the Marion County Public Safety Coordinating Council for a term beginning September 3, 2025, and ending September 2, 2028.

DATED at Salem, Oregon, this 3<sup>rd</sup> day of September 2025

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ori: Clerk

cc: Appointee



## Advisory Board Application

Applicant's Name: **Alison S. Kelley, JD**  
Adv. Board: **Public Safety Coordinating Council**  
City of Residence: **Salem**  
Occupation: **Chief Executive Officer, Liberty House**  
Application Rcd: **02/03/2025**

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### The reason I am applying:

#### **The reason I am applying for this adv. board:**

The information in this section is considered public record and will be made available to the public as part the appointment process if you are selected to serve.

Required \*

I appreciate the work of the Marion County Public Safety Coordinating Council and served on the council from 2008-2013 when I worked for Marion County, and again since 2014 in my capacity as the CEO of Liberty House. I want to support the important work of the Marion County Public Safety Coordinating Council and am honored to have been asked to join its Executive Committee.

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### More about my personal and professional interests

#### **Tell us more about the interests that prompted you to apply for this advisory board.**

The information in this section is considered public record and will be made available to the public as part the appointment process if you are selected to serve.

Required \*

I want to do everything I can to support children, youth, families and communities within Marion County to be safe, strong, resilient and successful. The MPSCC helps to support these objectives.



## Advisory Board Application

### Tell us more about your community involvement

**What community, school or special activities have you participated in? Please include specific details about your role.**

The information in this section is considered public record and will be made available to the public as part the appointment process if you are selected to serve.

Required \*

School classroom, orchestra, band, cross country parent volunteer for 20 years; have served on the Marion County Public Safety Coordinating Council for years; current member of the Polk County Public Safety Coordinating Council; co-chair of the Marion County Multidisciplinary Child Abuse Response Team.

### Previous board service at Marion County

**Have you ever served on any other Marion County board, commission, committee, council or task force? If so, please explain below or enter N/A.**

The information in this section is considered public record and will be made available to the public as part the appointment process if you are selected to serve.

Required \*

Marion County Public Safety Coordinating Council  
From 2008-2013 was the Director of the Marion County Children and Families Commission

### Qualifications and Skills

**Please list the qualifications and skills you have which you believe would be valuable if you are appointed to this volunteer position. Please include relevant skills, activities, training and/or education.**

The information in this section is considered public record and will be made available to the public as part the appointment process if you are selected to serve.

Required \*

Strategic planning, team building, conflict resolution, administration, budget oversight, grant management, nonprofit management



## Advisory Board Application

### More about yourself and why you are applying

#### **Tell us more about yourself and why you are applying.**

Your answers to the narrative questions in this section will be included in Board Session paperwork if you are selected to serve and an appointment is made.

To help the Marion County Public Safety Coordinating Council achieve its mission.

### Signature

#### Agreement Statement:

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

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

I Agree \*

Marion County Public Safety Coordinating Council Membership Roster			
Last Name	First Name	Term Start	Term End
Baldridge	Christopher	10-01-2023	9/30/2026
Bauer	Jonathan	10-01-2023	9/30/2026
Bergmann	Jay	12/6/2023	12/6/2026
Carson	Ashley	3/1/2025	2/28/2028
Castro-Monroy	Jonathan	8/7/2024	9/1/2027
Clarkson	Paige	09-25-2018	Ongoing, based on position
Copeland	Andrew	2/28/2024	2/28/2027
Cox	Douglas	10-01-2023	9/30/2026
Cross	Soraida	8/7/2024	9/1/2027
Edmonds	James	11/1/2024	9/30/2027
Frederickson	Don	8/7/2024	9/1/2027
Gerboth	David	3/1/2025	2/28/2028
Goetz	Jamison	6/18/2025	6/1/2028
Gregg	Troy	12-27-2017	Ongoing, based on position
Hartford	Mike	10/25/2023	Ongoing, based on position
Hoy	Julie	10-01-2023	9/30/2026
Hukari	Linda	11/1/2024	9/30/2027
Hunter	Nicholas	10-01-2023	Ongoing, based on position
Infante	Elizabeth	09-14-2022	9/14/2026
Kelley	Alison	3/1/2025	9/15/2025
King, Jr.	Garland	10-01-2023	9/30/2026
Lair	Josh	12/6/2023	12/6/2026
Lewis	Rick	09-14-2022	9/14/2026
Longergan	Frank	08-01-2021	9/1/2027
Matthews	Ryan	01-01-2020	Ongoing, based on position
McCallum	Peter	10-01-2023	9/30/2026
McCann	Todd	8/1/2024	8/1/2027
McKenney	Ed	08-01-2021	9/1/2027
Olcott	Thompson	8/1/2024	8/1/2027
Prall	Tracy	11/1/2024	9/30/2027
Runyon	Michael	08-01-2021	9/1/2027
Starr	Shaney	10-01-2023	9/30/2026
TBD			
Texidor Maldonado	Carlos	3/1/2025	2/28/2028
Willis	Colm	04-11-2022	6/1/2028
Womack	Trevor	03-15-2021	3/14/2027



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 09/03/2025

Department: Public Works

Title: Consider the Appointment of Gary White to the Marion Water Quality Advisory Committee (MWQAC)

Management Update/Work Session Date: 08/26/2025  Audio/Visual aids

Time Required: 5 minutes Contact: Cory Swartwout Phone: 503-365-3178

Requested Action: Appoint Gary White as an at-large member to the Marion Water Quality Advisory Committee.

Issue, Description & Background: Gary White has expressed interest to continue serving on the MWQAC. Gary has served on the MWQAC from 2021-2025. Gary is currently the chair of the MWQAC.  
  
The Marion County Board of Commissioners formed the Marion Water Quality Advisory Committee (MWQAC) on July 28, 2010. The committee membership consists of six at-large positions and six positions from the Marion Soil and Water Conservation District, Local Home Builders Association, Marion County Agriculture Industry, Land Development and a Local Watershed Council.  
  
The Terms of the individual positions are four years. The MWQAC is a public body, which in compliance with their bylaws, makes recommendations to the Marion County Board of Commissioners for appointment and re-appointment. Marion County policy and the MWQAC bylaws require the board make the final appointments.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Order, Membership Roster, Advisory Board Application

Presenter: Stephanie Pulvers

Department Head Signature: Brian Nicholas  Digitally signed by Brian Nicholas  
Date: 2025.08.06 05:59:03 -07'00'

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

Name: Gary White

City of residence: Salem

**Business information:**

Occupation/business Administrative Services Manager Marion County BOC

Business address 555 Court St NE

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

Business e-mail [gwhite@co.marion.or.us](mailto:gwhite@co.marion.or.us) Business fax

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

## the Marion County Water Quality Advisory Board

(name of committee, board, council, task force or commission)

The reason I am applying for this appointment is

As a long term resident of Salem and the Willamette Valley, I

As a long term resident of [redacted] I will continue serving my community as well as working to maintain and improve the quality of life for our citizens.

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

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

1. No

2.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position (include relevant skills, activities, training, and education)

Planning, development and oversight of multiple senior living projects. Operational oversight of multi-unit business platforms. Strategic development of specific business units and models. Development of curriculum and training materials for local, regional and national service providers and educational institutions.

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

For Internal Use:

Application Rcd by: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_

## Marion Water Quality Advisory Committee Roster

NAME	REPRESENTATION	TERM END DATE
Mark Grenz	Home Builders Association	09/30/2026
Rick Massey	Land Developer	12/31/2026
Richard Walker	At-Large	12/31/2028
Brent Stevenson	Marion County Agriculture Industry	12/31/2028
Brenda Sanchez – Vice Chair	At-Large	12/31/2026
Gary White – Chair	At-Large	03/17/2025
Jeff Crowther	At-Large	06/30/2027
Jake Hush	At-Large	06/30/2027
Angela Plowhead	Marion Soil & Water Conservation District	12/31/2028
Lyle Schellenberg	At-Large	12/31/2028
(Vacant)	Local Watershed Council	-

STAFF	PHONE	EMAIL
Brian May	(503) 365-3147	bmay@co.marion.or.us
Stephanie Pulvers	(503) 365-3187	spulvers@co.marion.or.us
Rocky Toepfer	(503) 365-3127	rtoepfer@co.marion.or.us
Ryan Wade	(503) 365-3149	rwade@co.marion.or.us
Cory Swartwout	(503) 365-3178	cswartwout@co.marion.or.us

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY OREGON**

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

**ORDER No. \_\_\_\_\_**

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on September 3, 2025.

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

WHEREAS, Gary White is willing and qualified to serve on the Marion Water Quality Advisory Committee as an At-Large member; now, therefore,

IT IS HEREBY ORDERED that Gary White be appointed to the Marion Water Quality Advisory Committee for a term ending August 31, 2029.

DATED at Salem, Oregon, this 3rd day of September 2025.

**MARION COUNTY BOARD OF COMMISSIONERS**

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Chair

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Commissioner

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Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 09/03/2025

Department: Public Works

Title: Consider Appointments to the Materials Management Advisory Council (MMAC)

Management Update/Work Session Date: 08/26/2025  Audio/Visual aids

Time Required: 5 min Contact: Cory Swartwout Phone: 503-365-3178

Requested Action: Appoint Kevin Cameron as Chair and Frank Lonergan as Vice-Chair of the Materials Management Advisory Council (MMAC). Appoint Marie Traeger, the elected official representing the City of Silverton, to the Marion County Materials Management Advisory Council.

Issue, Description & Background: At the August 13, 2025, MMAC meeting the Council nominated Kevin Cameron for the position of Chair and Frank Lonergan for the position of Vice-Chair.  
The Marion County Board of Commissioners formed the MMAC (Formerly SWMAC) on February 1, 1989. Council membership consists of 16 voting members and three non-voting members, each serving a four-year term. The MMAC is a public body which, under its bylaws, makes recommendations to the Marion County Board of Commissioners. County policy and the MMAC by-laws require that the Marion County Board of Commissioners make membership appointments.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Board Orders, Applications and MMAC Roster

Presenter: Brian May

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas  
Date: 2025.08.20 15:22:46 -07'00'

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON**

In the matter of the appointment )  
of Chair to the Materials ) Department of Public Works  
Management Advisory Council )

**O R D E R #**

This matter came before the Board of Commissioners at its regular scheduled public meeting of September 3, 2025 to appoint Kevin Cameron to serve as Chair on the Marion County Materials Management Advisory Council.

IT APPEARING that the Board of Commissioners have established the Materials Management Advisory Council.

IT FURTHER APPEARING that in the planning, coordination and implementation of a materials management system the Board may give consideration to the concerns of interested citizens and representatives of affected communities, agencies, and organizations. After due consideration, the Board of Commissioners hereby enters the following order:

IT IS HEREBY ORDERED that the Board of Commissioners appoint Kevin Cameron to serve as Chair of the Marion County Materials Management Advisory Council.

This appointment shall be for a one-year term beginning September 3, 2025 and ending the earlier of August 31, 2026 or the end of service on the Council. The appointed members are to serve at the pleasure of the Board of Commissioners.

DATED at Salem, Oregon, this 3<sup>rd</sup> day of September, 2025.

**MARION COUNTY  
BOARD OF COMMISSIONERS**

---

Chair

---

Commissioner

---

Commissioner

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON**

In the matter of the appointment )  
of Vice-Chair to the Materials )  
Management Advisory Council )

ORDER #

This matter came before the Board of Commissioners at its regular scheduled public meeting of September 3, 2025 to appoint Frank Lonergan to serve as Vice-Chair on the Marion County Materials Management Advisory Council.

IT APPEARING that the Board of Commissioners have established the Materials Management Advisory Council.

IT FURTHER APPEARING that in the planning, coordination and implementation of a materials management system the Board may give consideration to the concerns of interested citizens and representatives of affected communities, agencies, and organizations. After due consideration, the Board of Commissioners hereby enters the following order:

IT IS HEREBY ORDERED that the Board of Commissioners appoint Frank Lonergan to serve as Vice-Chair of the Marion County Materials Management Advisory Council.

This appointment shall be for a one-year term beginning September 3, 2025 and ending August 31, 2026. The appointed members are to serve at the pleasure of the Board of Commissioners.

DATED at Salem, Oregon, this 3<sup>rd</sup> day of September, 2025.

## MARION COUNTY BOARD OF COMMISSIONERS

## Chair

## Commissioner

## Commissioner

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the matter of the appointment of      )  
Marie Traeger to the Materials      )      Department of Public Works  
Management Advisory Council      )

O R D E R #: \_\_\_\_\_

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting of September 3, 2025, to appoint Marie Traeger to the Marion County Materials Management Advisory Council with a term beginning September 3, 2025, and ending on August 31, 2029.

IT APPEARING that the Board of Commissioners has established the Materials Management Advisory Council.

IT FURTHER APPEARING that in the planning, coordination, and implementation of a materials management system, the Board may give consideration to the concerns of interested citizen and representatives of affected communities, agencies, and organizations. After due consideration, the Board hereby enters the following order:

IT IS HEREBY ORDERED that the Board appoint Marie Traeger, the elected official representing the City of Silverton, to the Marion County Materials Management Advisory Council.

This appointment shall be for a term beginning September 3, 2025, and ending on August 31, 2029. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 3rd day of September, 2025.

MARION COUNTY  
BOARD OF COMMISSIONERS

---

Chair

---

Commissioner

---

Commissioner



# Advisory Board Application

Applicant's Name: **Frank J. Lonergan**

Adv. Board: **Solid Waste Management Adv. Council**

City of Residence: **Woodburn**

Occupation: **Mayor, City of Woodburn**

Application Rcd: **July 14, 2025**

---

**The reason I am applying:**

I like Waste

**More about my personal and professional interests:**

I'm enamored with waste and recycling

**Tell us more about your community involvement:**

Woodburn city council

**Previous board service at Marion County:**

Public safety coordinating council

**Qualifications and Skills:**

Drive a truck

---

## Signature

Agreement Statement:

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

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

I Agree \*



# Advisory Board Application

Applicant's Name: **Marie E. Traeger**

Adv. Board: **Materials Management Advisory Council (Formerly SWMAC)**

City of Residence: **Silverton**

Occupation: **City Councilor, City of Silverton**

Application Rcd: **August 8, 2025**

---

**Occupation/Business Information:**

Retired from the Silver Falls School District and Oregon Department of Corrections

**The reason I am applying:**

The position was presented at a City Council Meeting and the scope and sequence of the council seems interesting and important.

**More about my personal and professional interests:**

Recycling needs to improve in the valley and hopefully this council can spearhead some change.

**Tell us more about your community involvement:**

Elected official in Silverton Oregon.

**Previous board service at Marion County:**

No

**Qualifications and Skills:**

Masters Degree in Education and worked eight years in the maximum security section of the Oregon State Penitentiary. I have advanced problem solving and a management skills.

**More about yourself and why you are applying:** As stated above, this is a very important cause and it is my hope to improve this area in my local area.

---

## Signature

Agreement Statement:

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

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



I Agree \*

**MARION COUNTY**  
**MATERIALS MANAGEMENT ADVISORY COUNCIL**  
**Roster**

<b>Council Member</b>	<b>Position</b>	<b>Term End Date</b>
<b>Kevin Cameron</b>	Marion County – Elected Official	12/31/2025
<b>Daniel Kohler</b>	City of Keizer – Elected Official	07/31/2029
<b>Jenny Ammon</b>	City of Keizer – Staff	07/31/2029
<b>Linda Nishioka</b>	City of Salem – Elected Official	07/31/2029
<b>Ryan Zink</b>	City of Salem – Staff	07/31/2029
<b>Frank Lonergan</b>	City of Woodburn – Elected Official	07/31/2029
<b>Jim Row</b>	City of Woodburn – Staff	07/31/2029
<b>Walter Wick</b>	City of Aumsville – Elected Official	07/31/2029
<i>Vacant</i>	City of Silverton – Elected Official	
<b>Jordan Ohrt</b>	City of Stayton – Elected Official	07/31/2029
<b>Brian Asher</b>	City of Aurora – Elected Official	07/31/2029
<b>Walter Perry</b>	City of Jefferson – Elected Official	07/31/2029
<i>Vacant</i>	Marion County Citizen – Urban	
<i>Vacant</i>	Marion County Citizen – Rural	
<b>Treva Gambs</b>	Food Service/Grocery Industry	07/31/2029
<b>Duane West</b>	Home Builders Association	07/31/2029
<b>Shane Kuenzi</b>	Materials Management Industry	07/31/2029
<b>Julie Jackson</b>	Recycling Industry	07/31/2029
<i>Vacant</i>	Community Organization	

<b>County Contacts</b>			
<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
<b>Brian May</b>	ES Division Manager	(503) 365-3147	<a href="mailto:BMay@co.marion.or.us">BMay@co.marion.or.us</a>
<b>Cory Swartwout</b>	ES Program Coordinator	(503) 365-3178	<a href="mailto:CSwartwout@co.marion.or.us">CSwartwout@co.marion.or.us</a>
<b>Kevin Cameron</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:KCameron@co.marion.or.us">KCameron@co.marion.or.us</a>
<b>Danielle Bethell</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:DBethell@co.marion.or.us">DBethell@co.marion.or.us</a>
<b>Colm Willis</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:CWillis@co.marion.or.us">CWillis@co.marion.or.us</a>



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: September 3, 2025

Department: Business Services

Title:

**City of Salem Stormwater Easement**

Management Update/Work Session Date: 8/12/2025  Audio/Visual aids

Time Required: 5 min

Contact: Tamra Goettsch

Phone: x3200

Requested Action:

Approve a Private Stormwater Facility Maintenance Covenant and Access Easement with the City of Salem to the new Evidence Building property located at 4040 Aumsville Hwy SE, Salem, OR 97317.

Issue, Description & Background:

A new Evidence Building is being constructed at the Aumsville Highway Campus. As part of the construction, the County is required to construct a storm water management system as part of this project. The City of Salem wants access rights to maintain the property in the event the County does not.

Financial Impacts:

No financial impacts

Impacts to Department & External Agencies:

No impacts to Departments & External Agencies

List of attachments:

City of Salem Private Stormwater Facility Maintenance Covenant and Access Easement

Presenter:

Tamra Goettsch

Department Head Signature:

A handwritten signature in black ink that reads "Tamra Goettsch". The signature is written in a cursive style and is enclosed within a rectangular box. A large, thin-lined oval surrounds the top left portion of the box, and a large, thin-lined S-shaped line starts from the bottom left of the box and sweeps up and to the right, ending near the bottom right corner of the box.

**After recording, return to:**

City of Salem  
City Recorder's Office  
PO Box 14300  
Salem OR 97309-3986

## **Private Stormwater Facility Maintenance Covenant and Access Easement**

This Agreement is made between the City of Salem, Oregon, an Oregon municipal corporation 555 Liberty Street SE, Salem, Oregon 97301-3513 (City), and Marion County, a Political Subdivision of the State of Oregon, 555 Court Street NE, Salem, Oregon 97301 (Developer):

### **RECITALS**

- A. Developer is the owner and developer of certain real property, commonly identified as 4040 Aumsville Highway SE, Salem, Oregon 97317 (Development), the boundary of which is described on Exhibit A and shown on the Exhibit B location map.
- B. The City has approved construction plans submitted by Developer for the Development, including on-site stormwater facilities (Stormwater Facilities).
- C. Developer shall complete or cause to be completed the private stormwater management facilities as detailed on the construction plans on file with Public Works under Permit Number 24-102299-CO and as further described below:
  1. Rain garden, flow control structure(s), conveyance system, and associated facilities.
- D. To protect future lot owners in the Development, as well as owners of neighboring property, the City requires Developer to enter into this Agreement as a condition to the City's approval of construction plans, building permit(s), if applicable, and the final plat, if applicable, for the Development.
- E. The Stormwater Facilities enable development of property while mitigating the adverse impacts of additional surface water and pollutants associated with stormwater runoff

prior to discharge from the property to the public stormwater system. The consideration for this Agreement is connection to the City's stormwater system.

- F. The Stormwater Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain and treat runoff in accordance with the City's *Public Works Design Standards* and its amendments.
- G. Failure to inspect and maintain the Stormwater Facilities can result in an unacceptable impact to the public stormwater system.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

- 1. Covenant to Maintain and Repair.** Developer shall, at its sole expense, itself or through qualified independent contractors, at all times maintain the Stormwater Facilities in good working order, condition and repair, clear of all debris, and in compliance with all applicable federal, state, and local rules and regulations, including requirements of the City's Municipal Separate Storm Sewer System (MS4) permit required by law, as may be amended from time to time, as well as City guidelines that are currently applicable as of the effective date of this agreement (including those previously adopted from time to time by the City and including the City's current *Stormwater and Grading Design Standards*).
- 2. Covenant to Inspect.** Developer shall perform annual inspections of all Stormwater Facilities covered by this agreement. The annual inspection required by this Agreement shall identify any work necessary to repair or maintain facilities in good working order. Developer shall provide City of Salem Public Works with annual maintenance inspection forms, including an identification of the corrective actions the Developer has taken in response to the annual inspection. See the City's Public Works Department Engineering Policies for appropriate inspection forms.
- 3. Easement.** Developer hereby grants the City, its employees, independent contractors, and designees, a nonexclusive easement for ingress and egress across vehicular drive aisles, access roads and areas designated by Developer to provide reasonable means of access to and from Stormwater Facilities constructed at the Development, from time to time at the City's reasonable discretion to inspect, sample, and monitor components of the Stormwater Facilities and discharges therefrom, as well as allow the City to take the actions described in Sections 4 and 5 of the Agreement. Developer understands and agrees that this easement limits the ability of Developer, its successors, and assigns from constructing any permanent buildings, structures, landscaping, or other improvements that would interfere with the functioning of the Stormwater Facilities or the City's access to perform the inspection and maintenance required under this Agreement. Developer has the right to change the path of access for the City so long as the City is still provided reasonable means of access to and from the Stormwater Facilities.

- 4. Failure to Perform Covenant.** If the City, in its reasonable discretion, determines that the Developer is not in compliance with the covenant described in Sections 1 and 2, except in the case of an emergency, the City or its designee shall give the Developer written notice to perform the maintenance and/or repair work specified in the notice. If such work is not performed to the City's satisfaction within thirty (30) days after the date of such notice, or such other time as the City may, in its reasonable discretion, determine, the City, its employees, independent contractors, and designees may exercise their right under the Easement described in Section 3 of this Agreement to enter the Development to perform any and all work required bringing the Stormwater Facilities into compliance with this Agreement.
- 5. Emergency.** If the City, in its reasonable discretion, determines that there exists or will likely exist an emergency on or about the Development with respect to the Stormwater Facilities, the City, its employees, independent contractors, and designees may immediately exercise their rights under the Easement described in Section 3 of this Agreement to immediately enter the Development to perform any and all work required to bring the Stormwater Facilities into compliance with the Agreement, and in such case the City shall use reasonable efforts to notify the Developer prior to entering the Development. Notwithstanding the above, the work performed may consist only of avoiding or mitigating the emergency and/or cleaning and repairing the Stormwater Facilities to their original condition and standards.
- 6. City Under No Obligation.** Developer, for itself or its successors and assigns (including all owners of lots in the Development), agrees that the City, as well as its department, employees, independent contractors, and/or designees shall have no obligation to exercise its rights under this Agreement, including the right under Sections 4 and 5 of this Agreement to perform the work required of the Developer, or to perform any other maintenance or repair of the stormwater facilities. Developer also agrees that none of the City, its departments, employees, independent contractors, and/or designees shall have any liability to Developer or any of Developer's successors or assigns (including owners of lots in the Development) in connection with the exercise or non-exercise of such rights, the maintenance or repair of the stormwater facilities, or the failure to perform the same.
- 7. Developer Obligation.** In addition to the covenants and easement described above, Developer agrees to the following additional obligations:
  - a. Developer shall construct the Stormwater Facilities as shown on City-approved construction plans.
  - b. Prior to the sale of any portion of the Development, Developer shall provide to the City's Public Works Department, a copy of the Operations and Maintenance Manual for the Stormwater Facilities, which shall include detailed diagrams and descriptions identifying the components and operations of the Stormwater Facilities.
  - c. Prior to final approval of the Development, Developer shall record this document in the deed records of Marion County and provide a copy of the recorded documents to the City.

- d. Developer shall notify the City's Public Works Director in writing of the person responsible for compliance with Developer's obligations under this covenant (Developer Designee), and of any change in the Developer Designee. Developer expressly agrees that the Developer Designee shall have the authority to bind Developer, its successors, and assigns with respect to the matters described in this Agreement.
- e. Upon sale or transfer of the Development, or any portion thereof, including any lots in a subdivision, the Developer shall inform the purchaser of the obligations required under this Agreement.

**8. Reimbursement.** If the City exercises its right to enter the Development pursuant to the Easement described in Section 3 of this Agreement, Developer shall reimburse the City for all of its costs and expenses reasonably incurred in connection therewith within thirty (30) days after receipt of an itemized invoice. If Developer fails to pay the reasonably invoiced amount within such period, such amount shall thereafter accrue interest at the statutory rate. Such amount, together with interest, shall be a lien on the Development (and each of the lots contained therein) which may be foreclosed in accordance with ORS Chapter 88. If the Development is owned by more than one person (i.e., multiple lot owners), each such owner shall be jointly and severally liable for payment of the amounts provided for in Section 3.

**9. Indemnification.** Developer agrees to indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City, its employees, independent contractors, and designees from and against any liability, losses, costs, expenses (including reasonable attorney fees), claims, or suits arising from: (1) Developer's failure to perform its obligations under this Agreement, including among other things its obligation to properly design, construct, operate, and maintain the Stormwater Facilities, and (2) the exercise of the City's rights under this Agreement.

**10. Run with the Land.** The parties' rights and obligations contained herein touch and concern the land and shall run with the land and be binding upon Developer and its successors and assigns (including, without limitation, subsequent owners of lots in the Development and any homeowner's association owning common areas in the Development). Those rights and obligations shall inure to the benefit of the City, as well as its successors and assigns.

**11. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom. The term "action" shall be deemed to include action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction.

**12. Assignment.** The obligations of Developer (and subsequent owners of lots in the Development) under this Agreement may not be assigned except (a) in connection with the sale of the property owned by such person (in which case the transferee will be deemed to assume such obligations), and (b) with the prior written consent of the City, to a homeowner's association that owns and maintains the common areas of the Development.

**13. Authority.** If Developer is an entity, the individual executing this Agreement on behalf of Developer represents and warrants to the City that he or she has the full powers and authority to do so, and that the Developer has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below.

Marion County Board of Commissioners

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )  
This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_, and  
\_\_\_\_\_, as Marion County Commissioners.

Notary Public—State of Oregon  
My commission expires: \_\_\_\_\_

## CITY OF SALEM OREGON

Krishna Namburi, Interim City Manager

STATE OF OREGON )  
 ) ss.  
 County of )

County of \_\_\_\_\_) This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_,  
by Krishna Namburi, as Interim City Manager of the City of Salem, Oregon.

Notary Public—State of Oregon  
My commission expires: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Brian D. Martin, PE, Public Works Director

Checked By: \_\_\_\_\_  
Permit Number: 24-102299-CO  
Date: \_\_\_\_\_

## **EXHIBIT A**

All that area described in Section 3 of the agreement herein being part of that property described in Bargain and Sale Deed, Reel 493, Page 474, recorded in Marion County Deed Records, State of Oregon.

# EXHIBIT B

## 4040 AUMSVILLE HIGHWAY SE



### Legend

- Taxlots
- Urban Growth Boundary
- Subject Property

Outside Salem City Limits

City Limits



CITY OF *Salem*  
AT YOUR SERVICE

0 100200 400 Feet





## MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**Meeting date: 9/10/2025 9/3/25Department: Health & Human Services Title: Amendment 1 with Developing Chances to Provide Adult Foster Care Services MHS 34Management Update/Work Session Date: 08/26/2025  Audio/Visual aids Time Required: 10 mins Contact: Lyndsie Schwarz Phone: 503-584-4898

Requested Action:

Approval of Amendment 1 to add funds in the amount of \$150,000.00.

Issue, Description & Background:

Subcontractor to provide Delivery of Services under Oregon Health Authority (OHA) IGA's. Marion County Health and Human Services (MCHHS) contracts with residential providers who are enrolled with OHA as a Medicaid provider, and who provide residential services to individuals who are not Medicaid eligible or have individuals who require a service not Medicaid covered, or is an Individual without SSI benefits, or awaiting the start of SSI benefits. MCHHS shall act as fiscal intermediary and process the provider's invoice through OHA for payment. Amendment 1 adds funds in the amount of \$150,000 for a new NTE contract total of \$170,000. The added funds will cover current individuals in the home who require funding and will cover unanticipated placement of individuals who are unfunded.

Financial Impacts:

Adds funds in the amount of \$150,000.00 for a new NTE contract amount of \$170,000.00

Impacts to Department & External Agencies:

None

List of attachments:

Amendment 1, Original Agreement

Presenter:

Jennifer Chun

Department Head  
Signature:

Ryan Matthews

7D28A787656F458...

# Contract Review Sheet

Contract for Services

**HE-6543-25 - Am1**Title: **Provide Adult Foster Care Services MHS 34**Contractor's Name: **Developing Chances LLC**Department: **Health and Human Services**Contact: **Lyndsie Schwarz**Analyst: **Chalyce MacDonald**Phone #: **(503) 584-4898**Term - Date From: **January 15, 2025**Expires: **June 30, 2027**Original Contract Amount: **\$ 20,000.00** Previous Amendments Amount: **\$ -**Current Amendment: **\$ 150,000.00** New Contract Total: **\$ 170,000.00** Amd% **750%**Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: **20-0285 Special** CMS# **HE1531-24**

## Description of Services or Grant Award

Marion County Health and Human Services (MCHHS) contracts with residential providers who are enrolled with Oregon Health Authority (OHA) as a Medicaid provider, and who provide residential services to individuals who are not Medicaid eligible or have individuals who require a service not Medicaid covered, or is an Individual without SSI benefits, or awaiting the start of SSI benefits. MCHHS shall act as fiscal intermediary and process the provider's invoice through OHA for payment.

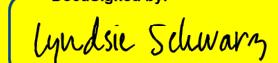
Amendment 1 adds funds in the amount of \$150,000 for a new NTE contract total of \$170,000. The added funds will cover current individuals in the home who require funding, and will cover unanticipated placement of individual who are unfunded.

Desired BOC Session Date:	<b>9/3/25 9/10/2025</b>	Contract should be in DocuSign by:	<b>8/20/2025</b>
Agenda Planning Date	<b>8/28/2025</b>	Printed packets due in Finance:	<b>8/26/2025</b>
Management Update	<b>8/26/2025</b>	BOC upload / Board Session email:	<b>8/27/2025</b>
BOC Session Presenter(s)	<b>Jennifer Chun</b>	Code:	<b>Y</b>

**REQUIRED APPROVALS**

DocuSigned by:  
  
 C5E72231E6F54E3  
 8/18/2025

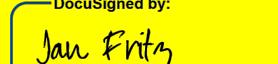
Finance - Contracts Date

DocuSigned by:  
  
 B84A939FCD02459  
 8/19/2025

Contract Specialist Date

Signed by:  
  
 60C98A6F708240B  
 8/19/2025

Legal Counsel Date

DocuSigned by:  
  
 DC16351248DF4EC  
 8/19/2025

Chief Administrative Officer Date



**AMENDMENT 1 to HE-6543-25  
the CONTRACT FOR SERVICES  
between  
MARION COUNTY and DEVELOPING CHANCES LLC**

This is Amendment 1 to the Contract for Services (as amended from time to time, the “Contract”), dated January 15, 2025 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Developing Chances LLC, hereafter called Contractor.

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

**3. CONSIDERATION**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$170,000.00 \$20,000.00**.

**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 **\$170,000.00 \$20,000.00**.

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.

*---Signatures on following page--*

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

---

Chair

Date

---

Commissioner

Date

---

Commissioner

Date

Authorized Signature:

8/18/2025

DocuSigned by:  
  
7D28A787656F458...

Department Director or designee

Date

Authorized Signature:

8/19/2025

DocuSigned by:  
  
DC16351248DE4EC...

Chief Administrative Officer

Date

Reviewed by Signature:

8/19/2025

Signed by:  
  
60C98A6F708240B...

Marion County Legal Counsel

Date

Reviewed by Signature:

8/18/2025

DocuSigned by:  
  
C5F72231E6F54E3...

Marion County Contracts & Procurement

Date

**DEVELOPING CHANCES LLC SIGNATURE**

Authorized Signature:

---

Date

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

- a. Individual, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- 5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to Individual rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of Individual abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services 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. In addition, Contractor shall comply, as if it were County thereunder, to the certain 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of 1/1/2024, which is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
- 6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
- 8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
- 9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
- 10. First tier Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Section 23 of this

- 11.** Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.

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

**INTRODUCTION**

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

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

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

NOW THEREFORE, the parties agree as follows:

**1. Definitions.**

- a. BUSINESS ASSOCIATE shall mean **Developing Chances LLC**.
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have the same meaning- as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification,

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

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

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

**2. Term.**

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

**3. Limits on Use and Disclosure.**

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

**4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

- a. Statutory Duties.
  - (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
    - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
    - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

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

- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

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

c. Permissible Requests by Covered Entity.

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

**5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.**

- a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
  - (1) The disclosure is Required by Law;
  - (2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

- (3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

**6. BUSINESS ASSOCIATE Obligations:**

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

- f. Right of Access to Information. BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. Access to Documentation of Disclosures. BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. False Claims, Fraud, Waste and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:
  - (1) Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
  - (2) Excluded Parties List System (EPLS) [www.sam.gov](http://www.sam.gov)

**7. Obligations of COVERED ENTITY.**

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

**8. Permissible Requests by COVERED ENTITY.**

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

**9. Security Assurances, the BUSINESS ASSOCIATE will.**

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards ( 45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

## **10. Termination of Contract.**

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
  - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
  - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
  - (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
- b. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.
  - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purpose that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

## **11. Miscellaneous Provisions.**

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

**12. Qualified Service Organization Contract Provisions.**

- a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.
- b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.
- c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. CONTRACTOR Shall:
  - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
  - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: September 3, 2025

Department: Public Works

Title: Receive notice of the Hearings Officer decision approving Zone Change 25-003/Luckyjun, LLC

Management Update/Work Session Date: N/A  Audio/Visual aids

Time Required: 0 min Contact: Austin Barnes Phone: 503-566-4173

Requested Action: Receive notice of the Hearings Officer decision approving Zone Change 25-003/Luckyjun, LLC

Issue, Description & Background: The Marion County Hearings Officer issued a decision on August 20, 2025, approving Zone Change 25-003. As part of the land use process, the Marion County Board of Commissioners must receive official notice of the decision.

This is a zone change only; the comprehensive plan is not changing. The zone is changing from Multi-Family Residential to Commercial Retail and will still match the underlying existing commercial plan designation. Planning staff will bring an ordinance before the board for its consideration to adopt the zone change. The board is not required to hold a hearing and the applicants has not requested one. There was no testimony at the hearings officer hearing aside from the applicant.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Hearings Officer Decision

Presenter:

Austin Barnes

Department Head Signature:

Austin Barnes

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of ) Case No. ZC 25-003  
  )  
LUCKYJUN, LLC                    ) **ZONE CHANGE**

**ORDER**

**I. Nature of the Application**

This matter comes before the Marion County Hearings Officer on the Application of LuckyJun, LLC to change the zone from RM (Multi-Family Residential) to CR (Commercial Retail) on a 0.21-acre portion of a 0.53-acre parcel located at 193 Lancaster Dr NE, Salem (T7S; R2W; Section 30CC; Tax lot 100).

**II. Relevant Criteria**

The standards and criteria relevant to this application are found in the Marion County Code, especially Chapter 16.06 (Commercial Retail Zone) and Chapter 16.39 (Zone Change), the Salem Comprehensive Plan Goals, Economic Development and Employment Policies, Land Use and Urbanization Goals and Policies, and the State of Oregon Planning Goals.

**III. Public Hearing**

A public hearing was held on this matter on August 7, 2025. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the application:

1.     Austin Barnes	Marion County Planning Division
2.     Junyao Cen	Applicant
3.     Jimmy Cen	Applicant's Representative (son)

No objections were raised as to notice, jurisdiction, conflict of interest, or to evidence or testimony presented at the hearing.

**IV. Executive Summary**

Applicant seeks to change the zone from RM (Multi-Family Residential) to CR (Commercial Retail) on a 0.21-acre portion of a 0.53-acre parcel located at 193 Lancaster Dr NE, Salem. Approval of the application will eliminate the dual-zoning condition, which is inefficient to expand commercial use in a commercially developed area. Applicant has met the burden of establishing compliance with the applicable standards and criteria to change the zone from RM to CR, and the hearings officer **GRANTS** the application, subject to conditions of approval.

## 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. Junyao Cen, on property owned by LuckyJunLLC, proposes to change the zone from RM (Multiple-Family Residential) to CR (Commercial Retail) on a portion of a 0.53-acre parcel located at 193 Lancaster Dr NE, Salem (T7S, R2W, Section 30CC, Tax lot 100).

The other portion of the property is already zoned CR and this would make the entire property zoned CR. The subject property is within the Salem Urban Growth Boundary (UGB) and designated Commercial in the Salem Area Comprehensive Plan (SACP). The property's current split RM and CR zoning is under the jurisdiction of Marion County. Applicant proposes to construct a mixed-use building used for both commercial and residential purposes the property, assuming approval of this zone change.

2. The property is located directly west of Lancaster Dr NE, directly northwest of its intersection with Hudson Ave NE. The parcel is generally flat and contains one commercial structure on it. The entire property is paved, while the area surrounding the structure is landscaped with some vegetation.
3. Adjacent properties to the north, south, and east are zoned CR (Commercial Retail) and are mostly in commercial use. The exception to this is one undeveloped parcel directly south, which is zoned RM. Properties to the west and southwest are zoned RM (Multiple-Family Residential) and appear to have a mix of multi-family and single-family residences.
4. Marion County Planning Division requested comments from other agencies:

Marion County Land Development Engineering and Permits (LDEP) commented:

### ENGINEERING ADVISORIES

- A. The following are PW Engineering anticipated items for future site buildout:

- Dedicate 48-foot right-of-way half-width along Lancaster Dr
- Dedicate a 30-foot right-of-way half-width along Hudson Ave
- Reconstruct and narrow Lancaster Dr driveway to meet county width and ADA standards
- Consolidate Hudson Ave accesses into one reconstructed ADA- compliant west approach
- Design and construct up to two directional ADA ped corner ramps to replace existing single non-compliant ramp at intersection
- Remove encroaching sidewalk vegetation west end Hudson Ave
- Design, permit and construct stormwater collection, conveyance, detention and water quality treatment system

- Remove concrete pad(s) from expanded public R/W

Marion County Building commented: "Permit(s) are required to be obtained prior to the development of structures and utilities installation on private property. Construction documents are highly recommended to be prepared by an Oregon licensed design professional (architect or engineer) to show the proposed development will meet current building codes requirements."

All other agencies either failed to comment or stated no comment on the proposal.

5. Austin Barnes, Marion County Planning, testified that all applicable criteria were addressed with respect to the zone change. Mr. Barnes indicated that there is a clarification from the staff report. The application and staff report did not specifically address a housing analysis or make any findings with respect to housing goals because the application seeks to change the zone from RM to Commercial. The Fair Housing Council indicated that the property was not previously included in the housing inventory. Mr. Barnes testified that since the Applicant seeks to include housing in the proposal, the proposal only adds to the housing inventory, which satisfies Goal 10.
6. Jimmy Cen testified at the hearing. Mr. Cen testified that the parcel is currently divided between CR and RM zoning. Mr. Cen indicated that the split zoning renders the property inefficient to expand the commercial use is a primarily commercial area. The change in zoning would allow additional building on the site, and meets applicable code and criteria.

## **VII. Additional Findings of Fact and Conclusion of Law**

1. Applicants have the burden of proving by a ponderance 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.

2. Pursuant to MCC 16.36.070, applications shall include the signature of all owners of the subject property. The application was signed by Junyao Cen. A Statutory Special Warranty Deed, recorded at Reel 4612, Page 232, evidences that LuckyJun, LLC is the owner of the subject

property. The Oregon Secretary of State Corporation Division website evidences that LuckyJun, LLC is an active Oregon limited liability company, and its member is Junyao Cen.

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. According to the Salem-Keizer Urban Area (Regional) Procedures and Policies of the Salem Area Comprehensive Plan, the following applies to the question of jurisdiction: Marion County has exclusive jurisdiction over all land use actions applicable within that portion of the Salem Urban Area and Keizer Urban Area that are outside the Salem city limits and outside the Keizer city limits, other than regional planning actions and amendments to the urban area policies.
6. 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 subject property is currently a split zone, with a portion of the parcel being zoned Commercial Retail and the remainder being Multiple-Family Residential. Applicant proposes to change the section of the parcel zoned RM to Commercial Retail. This change would be in alignment with the underlying Comprehensive Plan (Commercial). Approval of the application to allow the zone change would also resolve the existing issue of having an incompatible Zone and Comprehensive Plan combination, as the RM zone does not implement the Commercial Comprehensive Plan designation. The criterion is met.

- B. *Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.*

The subject property is located directly off Lancaster Dr NE, which is within the Cherriots Public Transit Corridor Overlay. The property has available water and sewer services. Applicant also states that, should any additional utilities and traffic needs be required, they will be addressed during the development process and coordinated with the appropriate public agencies. The criterion is met.

- C. *The request shall be consistent with the purpose statement for the proposed zone.*

The purpose statement for the CR zone is "to provide areas suitable for professional and general commercial offices, retail sales within a building, eating and drinking places, commercial

accommodations and commercial services. The commercial retail zone is appropriate in those areas designated commercial in the applicable urban area comprehensive plan and where the location has access to a collector or arterial street.”

Applicant intends to place a mixed-use building on the western portion of the property. This building will consist of a commercial space with dwelling units on the second floor. Per MCC 16.06.010(A)(1) Dwelling units in conjunction with a commercial use are allowed outright as a permitted use, and are therefore, by default, consistent with the CR zone’s proposed statement. The criterion is met.

*D. If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the proposed zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

Commercial Retail is the least intensive zone that both fits the Commercial plan designation and that allows for dwelling units in conjunction with a commercial use as an outright permitted use. Commercial Retail is also the zoning of the majority of surrounding properties off Lancaster. The proposal of dwelling units also aligns with the neighboring properties to the west off Hudson Avenue NE, as these properties are zoned for and contain dwellings. Therefore, the proposed zone change will not have any significant adverse effects on adjacent properties, as a zone change to Commercial Retail would match the current zoning of most neighboring properties. The criterion is met.

7. The existing Plan designation in the Salem Area Comprehensive Plan (SACP) is Commercial, and this Plan designation provides for the application of the CR zone proposed by the applicant. Policies applicable to the proposal are:

***E 1 Economic Development Goal: Strengthen and diversify the economy to enhance Salem’s economic prosperity and resiliency. (SUA)***

The proposed zone change meets many of the policies within this section; as the Commercial Retail zoning allows for multiple commercial uses beneficial to economic growth. The criterion is met.

***E 2 Land Supply Goal: Maintain an adequate supply of land to meet Salem’s economic and employment needs. (SUA)***

***E 2.1 Employment land: The City shall provide a supply of employment land that accommodates the amounts, size, types, locations, and service levels needed to meet the short-term and long-term employment growth forecasts for the Salem Urban Area. (SUA)***

The Salem Comprehensive Plan designates the subject parcel as Commercial. The proposed zone change would bring the RM portion of the parcel into conformity with the long-term growth forecast for Salem. The mixed-use development provides a zone appropriate service to the surrounding area and aids in residential, economic, and employment goals. The criterion is met.

***E 3 Access and Livability Goal: Promote a vibrant economy that increases access to jobs, goods, and services.***

***E 3.2 Transit-oriented development: Pedestrian-friendly, mixed-use development and redevelopment should be encouraged along corridors with frequent transit access and near Cherriots' Core Network to increase access to jobs and services, reduce the need for single-occupancy vehicle trips, and support public transit.***

Lancaster Dr NE is classified as a Major Arterial Road and is a main service branch and key focus area for Cherriots bus routes. There are frequent services along the said transit corridor, and therefore has convenient access to jobs, goods, and services. Furthermore, the goal seeks to encourage mixed-use development is met with the applicant's proposal. The criterion is met.

***L 1 Urbanization and Growth Management Goal: Manage growth in the Salem Urban Area through cooperative efforts between the City of Salem, Marion and Polk counties, and other jurisdictions to provide area residents with a high quality of life, contain urban development, promote the City's efficient delivery of services, and preserve adjacent agricultural lands. (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.***

The subject property is within the Salem Urban Area, is surrounded by development, and the western portion of the property (which is the focus of this zone change application) is vacant but has immediate access to services. Approval of the zone change would promote potential development of underutilized land within the existing urban services area. The criterion is met.

8. Based on the findings and analysis under the Marion County Code and the Salem Area Comprehensive Plan (SACP), the proposed zone change from RM to CR is appropriate for the underlying commercial designation and is consistent with the applicable policies of the relevant goals as outlined by SACP.

Therefore, the proposed zone change meets the criteria in MCC 16.39.050(A).

9. The subject parcel is in an area with existing infrastructure, including water and sewer services. The parcel is located on Lancaster Dr SE, a well-developed five lane road classified as a major arterial. Both northbound and southbound transit service stops are located within 1/5<sup>th</sup> of a mile

of the subject parcel along Lancaster Dr NE. These stops are run by Cherriots bus service every 15 minutes on weekdays.

Therefore, the criterion of MCC 16.39.050(B) is met.

10. The CR (Commercial Retail) zone purpose statement listed under MCC 16.06.000 states:

*The purpose of the CR (commercial retail) zone is to provide areas suitable for professional and general commercial offices, retail sales within a building, eating and drinking places, commercial accommodations and commercial services. The commercial retail zone is appropriate in those areas designated commercial in the applicable urban area comprehensive plan and where the location has access to a collector or arterial street.*

The proposed CR zone is appropriate for the underlying SACP designation of Commercial. Applicant anticipates developing mixed-use commercial infrastructure that has access from a major arterial road. Therefore, MCC 16.39.050 (C) is met.

11. The proposed CR zone would allow the zone and comprehensive plan designation to come into alignment, as the existing RM zone is incompatible with the underlying Commercial designation. The proposed CR zone would not cause any adverse effects on adjacent properties as the majority are also zoned CR and therefore the subject property being made wholly CR would not cause it to be zoned for a more intensive use than neighboring parcels. Therefore, MCC 16.30.050 (D) is met.
12. Relevant Oregon Statewide Planning Goals are considered:

**Goal 2 – Land Use Planning**

*To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.*

The process for evaluating the proposed zone change is outlined in MCC 16.39. This process implements policy framework of both Marion County Code and consideration of the underlying City of Salem Comprehensive Plan Goals. The process also allows the opportunity for public comment and requires review by a hearings officer. Therefore, the planning process is consistent with Goal 2.

**Goal 9 – Economic Development**

*To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.*

The proposed Commercial zoning allows for a variety of commercial uses, creating opportunities for small businesses and local economic growth. Rezoning this section of the parcel would allow

for infill development and contribute to the community's economic vitality. Therefore, this is consistent with Goal 9.

*Goal 10 – Housing*

*To provide for the housing needs of citizens of the state.*

The property is zoned RM. This zone change would allow the property to be developed as commercial with mixed use to include housing. The property was not previously counted as inventory, however, because the applicant proposes to include housing, the zone change adds to the housing inventory, which implements the underlying plan designation. Therefore, the proposal is consistent with Goal 10.

*Goal 12 – Transportation*

*To provide and encourage a safe, convenient and economic transportation system.*

The subject parcel of the proposed zone change is next to the major arterial road Lancaster Dr SE. The Cherriots service corridor that runs the length of Lancaster, Route 11, runs every 15 minutes on weekdays. Lancaster Dr SE is a five-lane road and can easily accommodate the increased traffic which may result from the potential infill development made possible by the proposed zone change. Therefore, the proposed zone change is compatible with Goal 12.

*Goal 14 – Urbanization*

*To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.*

The subject parcel is within the Salem Urban Growth Boundary and designated Commercial in the Salem Area Comprehensive Plan. The proposed zone change to Commercial Retail is consistent with Salem's Comprehensive Plan designation and would bring the property into compliance with Salem's long term urbanization goals, which in turn ensures the efficient use of the land. Therefore, the proposed zone change is compatible with Goal 14.

13. Marion County Planning Staff recommended approval of the proposal from RM to CR, with the application of the following conditions of approval:
  - A. Applicant shall obtain all permits required by the Marion County Building Inspection Division.
  - B. All current and future development on the property must satisfy the specific development standards in the CR zone (MCC 16.06) and the general development standards found in Chapters 16.26 through 16.40 of the MCC.

14. The proposed condition of approval (requiring all development on the property must satisfy specific development standards in the CR zone) requires clarification because there is a conflict with respect to density allowances between the CR and RM zones. The conflict is that the CR zone expressly allows “dwelling units” tied to a commercial use, but MCC 16.200.050(E) would cap other zones (which includes CR) at one dwelling per lot when dwellings are allowed. Staff indicates that the number of dwellings could not exceed that which is allowed in the RM zone. MCC 16.27.050(E) can be interpreted as applying to stand-alone residential projects in “other zones” and not mixed use in the CR zone. Staff indicates a maximum of six (6) dwelling units as a restriction on density. However, Applicant indicates that substantially fewer units are intended based upon the available property and restrictions of other applicable standards.

## VII. Decision

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval of a zone change from RM to CR have been met. Therefore, the Hearings Officer **GRANTS** the zone change application, subject to the conditions set forth below. The conditions are necessary for the public health, safety and welfare.

- A. The Applicant shall obtain all permits required by the Marion County Building Inspection Division.
- B. All current and future development on the property must satisfy the specific development standards in the CR zone (MCC 16.06) and the general development standards found in Chapters 16.26 through 16.40 of the MCC.
- C. The Applicant is limited to the development of up to 6 dwelling units.

## 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 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jill F. Foster  
Marion County Hearings Officer

## **CERTIFICATE OF MAILING**

I hereby certify that I served the foregoing order on the following persons:

Junyao Cen  
193 Lancaster Dr. NE  
Salem, OR 97301

Surveyor's Office (via email)  
KInman@co.marion.or.us

Jimmy Cen  
193 Lancaster Dr. NE  
Salem, OR 97301

Fire District No. 1:  
300 Cordon Rd NE  
Salem, OR 97301  
emanuela@mcfdlor.gov

City: Salem/Keizer (via email)  
apanko@cityofsalem.net  
developmentservices@cityofsalem.net  
Planning@cityofsalem.net  
withams@keizer.org

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

Area Advisory: Committee #  
NA

Building Inspection (via email)  
pwolterman@co.marion.or.us  
Kaldrich@co.marion.or.us  
CTate@co.marion.or.us

Roger Kaye  
Friends of Marion County  
P.O. Box 3274  
Salem, OR 97302

Public Works LDEP Section (via email)  
jrasmussen@co.marion.or.us  
mcldep@co.marion.or.us  
JShanahan@co.marion.or.us

1000 Friends of Oregon  
340 SE 6<sup>th</sup> Street  
Portland, OR 97214

School District: Salem/Keizer (via email)  
fridenmaker\_david@salkeez.k12.or.us

County Agencies Notified:  
Assessor's Office (via email)  
assessor@co.marion.or.us

Code Enforcement (via email)  
CGoffin@co.marion.or.us

Tax Collector (via email)  
NMcVey@co.marion.or.us  
ADhillon@co.marion.or.us

State Agencies Notified:  
angela.carnahan@state.or.us  
hilary.foote@dlcd.oregon.gov  
sarah.marvin@state.or.us

Special Agencies Notified:

NA

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 20th day of August, 2025 and that the postage thereon was prepaid.



\_\_\_\_\_  
Administrative Assistant to the  
Hearings Officer



## MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**Meeting date: 09/03/2025

Department: Public Works

Title:

**Parkdale Park - Contract PW-6340-24 with Knife River, Amendment 1**Management Update/Work Session Date: 08/19/2025Audio/Visual aids Time Required: 5 MinutesContact: Shane Ottosen Jr.Phone: 503-365-3104

Requested Action:

Approve Amendment No. 1 to Construction Contract PW-6340-24 with Knife River to provide additional improvements to the park.

Issue, Description &amp; Background:

On December 18, 2024, Marion County entered into a Construction Contract with Knife River in the amount of \$353,770.00 for work to be performed on the Parks Department's Parkdale Park Improvements project. The project is substantially complete. Additional work is being added to better restrict vehicular access to the park as well as other minor improvements for a better park experience. The additional work requires an amendment because the new contract amount exceeds the original contract amount by more than 25%. The amendment will add all change orders totaling \$124,939.25 for an amended contract total of \$478,709.25.

Financial Impacts:

This amendment will increase the contract \$124,939.25 for an amended contract total of \$478,709.25 and will be 100% paid for with ARPA and Oregon Parks & Recreation Department - Local Government Grant funds. No County funds will be used.

Impacts to Department &amp; External Agencies:

No impacts to other departments or external agencies.

List of attachments:

**Contract PW-6340-24, Amendment 1**

Presenter:

**Ryan Crowther, Kevin Thompson**Department Head  
Signature:

DocuSigned by:  
*Brian Nicholas*

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# Contract Review Sheet

Public Improvement Agreements

**PW-6340-24 - Am1**Title: ARPA - Parkdale Park Improvement ProjectContractor's Name: Knife RiverDepartment: Public Works DepartmentContact: Alicia JonesAnalyst: Kathleen GeorgePhone #: -4388Term - Date From: ExecutionExpires: October 17, 2025Original Contract Amount: \$ 353,770.00 Previous Amendments Amount: \$ -Current Amendment: \$ 124,939.95 New Contract Total: \$ 478,709.95 Amd% 35%Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: 20-0255 Invitation to Bid ITB# PW1477-24

## Description of Services or Grant Award

Improvements to Parkdale Park, to include constructing ADA concrete paths and parking stall, gravel pathways, playground and installing agency provided playground equipment, and other miscellaneous improvements.

Amendment 1 - incorporates change orders 2024-651-01 through 2024-651-03, an increase of \$124,939.25 for a new total contract value of \$478,709.25. Additional work is being added to better restrict vehicular access to the park as well as other minor improvements for a better park experience.

Desired BOC Session Date:	<u>9/3/2025</u>	Contract should be in DocuSign by:	<u>8/6/2025</u>
Agenda Planning Date	<u>8/21/2028</u>	Printed packets due in Finance:	<u>8/12/2025</u>
Management Update	<u>8/19/2025</u>	BOC upload / Board Session	<u>8/13/2025</u>
BOC Session Presenter(s)	email: <u>Ryan Crowther, Kevin Thompson</u>	Code:	<u>Y</u>

**REQUIRED APPROVALS**

DocuSigned by:  
  
 A3538E7AEC6704F4...

8/8/2025

Finance - Contracts

Signed by:  
  
 60008A6F708240B...

8/12/2025

Legal Counsel

Signed by:  
  
 DATEBDCC1F7B47D...

8/12/2025

Contract Specialist

DocuSigned by:  
  
 DC16954240DE4EG...

8/12/2025

Chief Administrative Officer



**Marion County**  
OREGON

**AMENDMENT 1 to  
CONSTRUCTION CONTRACT PW-6340-24  
between  
MARION COUNTY and KNIFE RIVER**

This is Amendment No. 1 to the Construction Contract (as amended from time to time, the "Contract"), dated December 18, 2024, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Knife River, hereinafter called Contractor.

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

1. Change orders 2024-651-01 through 2024-651-03 attached to this amendment are hereby incorporated.
2. Page 1, Paragraph 2, 1st sentence: "Contractor, in consideration of the sum of ~~\$353,770.00~~ \$478,709.95 to be paid to be paid to the Contractor by County in the manner and at the time hereinafter provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County."

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:**

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Chair Date

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Commissioner Date

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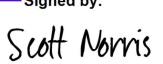
Commissioner Date

DocuSigned by:  
  
Brian Nicholas  
0793BA7AGD6D443...

Authorized Signature: \_\_\_\_\_ 8/11/2025  
Department Director or designee Date

DocuSigned by:  
  
Jan Fritz  
DC16351248DE4EC...

Authorized Signature: \_\_\_\_\_ 8/12/2025  
Chief Administrative Officer Date

Signed by:  
  
Scott Norris  
60C98A6F708240B...

Reviewed by Signature: \_\_\_\_\_ 8/12/2025  
Marion County Legal Counsel Date

DocuSigned by:  
  
Michael J. Goss  
A3538E7AEC704F4...

Reviewed by Signature: \_\_\_\_\_ 8/8/2025  
Marion County Contracts & Procurement Date

**Knife River SIGNATURE:**

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

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

**CONTRACT NAME: PARKDALE PARK IMPROVEMENTS**

**CONTRACT NO: 2024-651**

**CHANGE ORDER NO: 1**

**CONTRACTOR NAME: KNIFE RIVER**

**ADDRESS:**

**32260 Old Highway 34  
Tangent OR 97389**

**Reason for Change Order:** Change Order 1

**The purpose of this change order is to revise bid quantities to upgrade all proposed gravel paths to concrete paths, as well as establish a unit price for type II and type III barricades and temporary signs. This change order will also revise plan sheets 2B1, 2B2, C02, C02A, C03, C04, C07, C11 and C12 to reflect the changes mentioned above.**

**After project bidding the Parks Department decided to upgrade all the proposed gravel pathways, picnic and bench areas to a concrete surfacing. Due to the large increase in bid quantity the contractor agreed to reduce the unit price of this bid item. With concrete walks the landscape edging is no longer required. This change order will increase the quantity and reduce the unit price of the concrete walks bid item, as well as, remove the landscape edging bid item.**

**For the safety of the public, the park will be closed during the construction of the project. This change order will establish bid items in the bid schedule for barricades and signs that were not included in the original bid documents to notify the public of the closure.**

**Contract Document Revisions (Plans/Specs):**

**Make the following changes to the contract plan sheets:**

**This change order makes revisions identified as “Change Order 1” to plan sheets 2B1, 2B2, C02, C02A, C03, C04, C07, C11 and C12.**

<b>Project Number</b>	<b>Pay Item #</b>	<b>Item Description</b>	<b>Est Quan.</b>	<b>Unit</b>	<b>Agreed Price/Unit</b>	<b>Amount</b>	<b>Reason Code</b>
2024-651-001	0222-0102	TEMPORARY SIGNS	22.5	SQFT	\$49.26	\$1,108.35	21
2024-651-001	0224-0104	TEMPORARY BARRICADES, TYPE II	2	EACH	\$76.05	\$152.10	21
2024-651-001	0224-0105	TEMPORARY BARRICADES, TYPE III	2	EACH	\$204.75	\$409.50	21
2024-651-001	0330-0150	GENERAL EXCAVATION	1	LS (Lump Sum)	\$7,440.00	\$7,440.00	25
2024-651-001	0759-0250	CONCRETE WALKS	10900	SF (Square Foot)	\$10.35	\$112,815.00	25
2024-651-001	0759-0250	CONCRETE WALKS	-2200	SF (Square Foot)	\$11.00	(\$24,200.00)	25

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

2024-651-001	9999-0581	LANDSCAPE EDGING	-3100	LF (Lineal Foot)	\$3.00	(\$9,300.00)	25
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Reason Codes

21	Changes performed to meet or improve original quality and intent of project.
21	Changes performed to meet or improve original quality and intent of project.
21	Changes performed to meet or improve original quality and intent of project.
25	Scope changes either increasing or decreasing original design intent.
25	Scope changes either increasing or decreasing original design intent.
25	Scope changes either increasing or decreasing original design intent.
25	Scope changes either increasing or decreasing original design intent.

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Estimated Net Cost Effect of the Agreement on the Contract: \$88,424.95

Specifications and provisions - The work to be done under this agreement is to be performed, measured and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified. This agreement has no impact on Contract Time.

---

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

*Tyler Dent*

Date: 05/01/2025

---

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

**For Office Use Only**

*Shawn Jr.*

Marion County Project Manager  
Date: 05/05/2025

*Ryan Crowther*

Marion County Capital Projects Manager  
Date: 05/05/2025

*Lani Radtke*

Date: 05/06/2025

---

Marion County Engineer

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

**CONTRACT NAME: PARKDALE PARK IMPROVEMENTS**  
**CONTRACT NO: 2024-651**

**CHANGE ORDER NO: 2**

**CONTRACTOR NAME: Knife River Corporation -Northwest**  
**ADDRESS:**  
**32260 Old Highway 34**  
**Tangent OR 97389**  
**U.S.A.**

**BILLING ADDRESS:**

**Reason for Change Order:** Change Order 2

**The purpose of this change order is to revise the contract completion dates for the lawn seeding and illumination system installation.**

**Since final grading activities were completed after the permanent lawn seeding deadline of May 15th, this change order will revise the contract completion date for the lawn seeding bid item to October 17, 2025, so that lawn seeding work can occur within the appropriate seeding window to ensure adequate seed germination.**

**Due to delays in the illumination system procurement and delivery, this change order will revise the contract completion date for the illumination system installation bid item to August 31, 2025.**

**Contract Document Revisions (Plans/Specs):**

**Under Section 1.4 Time for Completion of Work in the INTRODUCTION of the Special Provisions add the following subsections:**

**For Illumination System Installation, all bid item Work shall be complete no later than August 31, 2025.**

**For Lawn Seeding, all bid item Work shall be complete no later than October 17, 2025.**

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-651-001	0180-0040	CONTRACT TIME CHANGE	1	AA (As Autho- rized)	\$0.00	\$0.00	21

**Reason Codes**

21	Changes performed to meet or improve original quality and intent of project.
----	--

**Estimated Net Cost Effect of the Agreement on the Contract:** \$0.00

**Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:**

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

*Tyler Dent*

Date: 06/25/2025

---

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

**For Office Use Only**

*Shawn Jr.*

Marion County Project Manager  
Date: 06/25/2025

*Ryan Crowther*

Marion County Capital Projects Manager  
Date: 06/25/2025

*Lam Radtke*

Marion County Engineer

Date: 06/25/2025

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

**CONTRACT NAME: PARKDALE PARK IMPROVEMENTS**

**CONTRACT NO: 2024-651**

**CHANGE ORDER NO: 3**  
PW-6340-24

**CONTRACTOR NAME: Knife River Corporation - Northwest**

**ADDRESS:**

32260 Old Highway 34

Tangent OR 97389

U.S.A.

**BILLING ADDRESS:**

---

**Reason for Change Order: Additional Work**

The purpose of this change order is to add bid items for split rail fencing, grading out the berms around the parking area and installing boulders and five (5) additional bollards to limit vehicle access to the park, removing two existing park signs, installing two new sign posts for future signage, install gate receiving posts, and adding concrete between the play curb and the sidewalk in a small section that was rock. This change order will also revise plan sheets 2B3, C02, C02A and C03 to reflect the changes mentioned above.

In an effort to protect the northern wetland and minimize access to the park across a neighboring property the Parks Department decided to install a two-rail split rail cedar fence both around the wetland and the northwest property line of the park. This change order will add a bid item for that fence work. This change order will also add a bid item to grade out the soil berms that were installed around the parking area. The berms were not effective in keeping vehicles from entering the park, so they were replaced with large boulders. An additional five (5) bollards were also installed in various locations.

After the park gates were installed, we found the need for gate post to fasten the gates open during park operating hours. This change order will add a bid item for gate posts.

This change order will add a bid item for installing two sign posts for future sign installations by the Parks Department as well as removing two existing signs.

---

**Contract Document Revisions (Plans/Specs):**

**Under Section 1.4 Time for Completion of Work in the INTRODUCTION of the Special Provisions add the following:**

For the bid item work added in this change order, all bid item Work shall be complete no later than August 31, 2025.

**Comply with Section 01050 of the Standard Specifications modified as follows:**

**Add the following subsection:**

**01050.51 Wood Fence:**

- (a) Footings – Embed post in 12" diameter hole to a depth of 24" and backfill with compacted granular backfill.
- (b) Line Posts, Braces, End Posts and Corner Posts – All post and brace components shall be rot-resistant Cedar wood. Posts shall be dimensional 4"x4" posts.
- (c) Rails - All post and brace components shall be rot-resistant Cedar wood. Install two rails with one at the top of the posts (4' height) and one at mid height (2' height). Rails shall be dimensional 2"x6" posts. At fence angle points both less than or greater than 90-degree angles miter or block fence rails as necessary. Fasten rails to posts with two (2) 1/4" diameter X 4" length Timberlok, or approved equal, fasteners on both ends.

**Add the following subsection:**

**01050.80 (j) Wood Fence – Wood fence will be measured on a length basis. Measurement will be from center to center of posts, measured along the line and grade of each separate continuous Run of Fence as constructed, exclusive of gates.**

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

**Add the following subsection:**

**01050.90 (f) Wood Fence – Wood Fence will be paid for at the Contract unit price, per unit of measurement, for the following items:**

**(a) Wood Fence..... Foot**

**Make the following changes to the contract plan sheets:**

This change order makes revisions identified as “Change Order 3” to plan sheets 2B3, C02, C02A and C03.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-651-001	0815-0200	REMOVABLE BOLLARDS	5	EA (Each)	\$2,625.00	\$13,125.00	21
2024-651-001	0905-0100	REMOVE EXISTING SIGNS	1	LS (Lump Sum)	\$1,190.00	\$1,190.00	30
2024-651-001	1050-0800	WOOD FENCE	320	FT (Foot)	\$50.75	\$16,240.00	30
2024-651-001	9999-0590	GRADE BERMS AND INSTALL BOULDERS	1	LS	\$3,210.00	\$3,210.00	21
2024-651-001	9999-0591	REMOVE ROCK AND REPLACE WITH CONCRETE	1	LS	\$800.00	\$800.00	21
2024-651-001	9999-0592	GATE RECIEVING POSTS, STEEL	2	EA	\$975.00	\$1,950.00	23

Estimated Net Cost Effect of the Agreement on the Contract: \$36,515.00

Reason Codes

21	Changes performed to meet or improve original quality and intent of project.
23	Error in Plans, Specifications, and Design
30	Added or Extra Work included as an anticipated item

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

**CHANGE ORDER**  
**MARION COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305**

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Date:

---

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

**For Office Use Only**

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Marion County Project Manager  
Date:

Marion County Capital Projects Manager  
Date:

Date:

---

Marion County Engineer



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 9/10/2025

Department: Public Works

Title: **Brooks-Hopmere Water Improvement Project - Slayden EWA #4**

Management Update/Work Session Date: 8/5/2025  Audio/Visual aids

Time Required: 5 minutes Contact: Brian Nicholas Phone: 503-588-7943

Requested Action: **Approve Early Work Amendment #4 (EWA4) to Contract PW-5864-24 with Slayden Constructors, Inc. in the amount of \$961,564.50 for the supply and installation of a 750,000 gallon steel reservoir and foundation for the Brooks-Hopmere Water Improvement Project.**

Issue, Description & Background: **Marion County Public Works is delivering the Brooks-Hopmere Water Improvement Project on behalf of the Brooks Community Service District (BCSD). The Project is required to deliver a municipal water campus under aggressive funding deadlines, necessitating the advance purchase of long lead time components like the water reservoir. Purchase of the steel reservoir now will enable the completion of the project before project funds expire.**

Financial Impacts: **EWA4 increases the value of Contract PW-5864-24 by \$961,564.50, from \$938,155.00 to \$1,899,719.50. This is a budgeted expense in the current fiscal year.**

Impacts to Department & External Agencies: **This is a budgeted expense of the Project that does not result in impacts to other county departments or external agencies.**

List of attachments: **Contract PW-5864-24, Early Work Amendment #4**

Presenter: **Brian Nicholas**

Department Head Signature: **Brian Nicholas** Digitally signed by Brian Nicholas  
Date: 2025.08.07 14:40:41 -07'00'

# Contract Review Sheet

Public Improvement Agreements

**PW-5864-24 EWA4**Title: ARPA - CMGC - Brooks-Hopmere Water and Wastewater Improvement ProjectContractor's Name: Slayden Constructors, Inc.Department: Public Works DepartmentContact: Alicia JonesAnalyst: Kathleen GeorgePhone #: -4388Term - Date From: ExecutionExpires: December 31, 2026Original Contract Amount: \$ 181,248.00 Previous Amendments Amount: \$ 756,907.00Current Amendment: \$ 961,564.50 New Contract Total: \$ 1,899,719.50 Amd% 948%Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: 40-0600 Alternative Contract MethodsPW1404-23

## Description of Services or Grant Award

Construction Manager General Contractor (CM/GC), to engage in the following services: Construction management, constructability review, Value Engineering, CPM scheduling and schedule analysis, construction and construction procurement, bidding and administration of subcontracted work, commissioning and all related CM/GC services related to the Brooks-Hopmere Infrastructure Improvement Projects Water and Wastewater Public Improvement. Early Work Amendment No. 1 adds \$581,348.00 to original contract to procure long lead time equipment to include Electrical gear, Backup generator, Jockey Pumps, Duty Pumps, and Vertical Split Case Pumps and to deliver equipment to project location. Early Work Amendment No. 2 adds \$151,963.00 to contract for a total of \$914,559.00 for investigatory potholing to identify and verify the location, depth, and type of existing underground utilities along Brooklake Road NE and Udder Way NE to ensure early critical-path construction activities begin without delay. Early Work Amendment No. 3 adds \$23,597.00 to contract for a total of \$938,155.00 for vactor truck investigatory potholing services along Brooklake RD NE and Udder Way NE.

Early Work Amendment 4 adds \$961,564.50 to contract for a total of \$1,899,719.50 for supply and installation of steel tank and design of aggregate pier foundation for the steel tank and temporary power for the project site to allow for construction activities to start in September 2025.

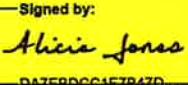
Desired BOC Session Date:	<u>9/10/2025</u>	Contract should be in DocuSign by:	<u>8/20/2025</u>
Agenda Planning Date	<u>8/28/2025</u>	Printed packets due in Finance:	<u>8/26/2025</u>
Management Update	<u>8/26/2025</u>	BOC upload / Board Session email:	<u>8/27/2025</u>
BOC Session Presenter(s)	<u>Brian Nicholas</u>	Code:	<u>Y</u>

**REQUIRED APPROVALS**

**DocuSigned by:**  
  
 A3538E7AEC704F4...

8/21/2025

Finance - Contracts Date

**Signed by:**  
  
 DA7E8DCC1E7B47D...

8/26/2025

Contract Specialist Date

**Signed by:**  
  
 80C08A6F708240B...

8/26/2025

Legal Counsel Date

**DocuSigned by:**  
  
 DC16351248DE4EC...

8/26/2025

Chief Administrative Officer Date

Contract #PW-5864-24

**EXHIBIT E.4**

**MARION COUNTY  
EARLY WORK AMENDMENT NO. 4 TO CONTRACT # PW-5864-24**

**THIS EARLY WORK AMENDMENT NO. 4 shall become effective upon execution by the Owner and CM/GC and receipt of any applicable approvals.**

**THIS AMENDMENT IS BETWEEN:**

**OWNER: Marion County, a political subdivision of the State of Oregon,**

**And**

**Slayden Constructors, Inc.  
("CM/GC" and, in the Marion County  
General Conditions for Public  
Improvement Contracts,  
September 1, 2014, Revised February 14, 2022 Edition, referred to as  
"Contractor")**

**The Project is: ARPA- CM/GC Brooks- Hopmere Water & Wastewater Improvement Project**

**The Engineer is:  
Keller Associates, Inc.  
245 Commercial St SE #210  
Salem, OR 97301**

**Date of Original CM/GC Contract: April 12, 2024**

**Date of this Amendment: Aug \_\_\_\_\_, 2025**

Contract #PW-5864-24

Owner and the CM/GC hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended hereby, the Contract remains in full force and effect.

1. Early Work. In accordance with Article 3.2 of the CM/GC Contract, which authorizes the CM/GC to perform Construction Phase services if an Early Work Amendment is executed, Owner and the CM/GC hereby agree that the CM/GC shall perform the Early Work generally described below.
2. Basis of EWA. The EWA is based on the following EWA Supporting Documents:
  - a. CM/GC's EWA Proposal dated July 25, 2025 (incorporated by reference)
    - i. Cost Summary (Attachment E.4.i)
    - ii. Assumptions & Clarifications (Attachment E.4.ii)
    - iii. Allowance Log (Attachment E.4.iii)
  - b. Drawings by Keller Associates, Inc.
    - i. Drawing List (Attachment E.4.iv)
    - ii. Individual Drawings (incorporated by reference)
  - c. Specifications by Keller Associates, Inc.
    - i. Specification List (Attachment E.4.v)
    - ii. Individual Specifications (incorporated by reference)
2. Statement of Early Work. The CM/GC will provide all labor, materials, supervision, coordination, and equipment necessary to complete the following Early Work:
  - a. Design, furnish and erect onsite bolted steel water storage tank approx. 74 feet in diameter, 28 feet in height, capacity 750,000 gallons, epoxy coated with all fittings & appurtenances as shown on the Project Plans.
  - b. Professional Engineer stamped design of tank foundation.
  - c. Design and install rammed aggregate geopiers.
  - d. Allowance for temporary power.
  - e. Payment and Performance Bonds as pertain to the above.
  - f. The final scope of work to be as directed by the Engineer but not to exceed quoted amendment value.
3. Maximum Early Work Price. The parties agree that the cost of the Early Work described in this amendment shall not exceed \$961,564.50 including the Estimated Cost of Work (ECOW) and the CM/GC fee as established in Article 6 of this Contract. CM/GC shall submit invoices for the following not to exceed amounts:

Estimated Cost of Work (Not to exceed): \$868,784.40

CM/GC Fee (8.0% of ECOW): \$69,502.75

Early Work Cost (Subtotal of Above): \$938,287.15

Bond & Insurance \$17,827.50

Contract #PW-5864-24

Net Cost:	\$956,114.65
Oregon C ATax (0.57% of Net Cost):	\$5,449.85
<b>Maximum NTE (Net Cost + C ATax):</b>	<b>\$961,564.50</b>

4. Plans and Specifications. The specifications for the Early Work performed under this Amendment shall be Attachment E.4.iv, E.4.v, and Exhibit A of this Contract, Marion County General Conditions for Public Improvement Contracts, rev. February 14, 2022, and may be amended by the Engineer as required.
5. Substantial Completion Date. Unless directed by the Engineer to the contrary, the required date for Substantial Completion for this Early Work package is October 31, 2026.
6. Tax Compliance Certification. The individual signing on behalf of the CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the CM/GC, s/he has authority and knowledge regarding the CM/GC's payment of taxes, and to the best of her/his knowledge, the CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816, ORS 320.005 to 320.150 and 403.200 to 403.250, and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

THIS AMENDMENT except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. CM/GC 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.

## ATTACHMENTS

Attachment E.4.i – Cost Summary

Attachment E.4.ii – Assumptions & Clarifications

Attachment E.4.iii – Allowance Log

Attachment E.4.iv – Drawing List

Attachment E.4.v – Specification List

**Brooks- Hopmere Water & Wastewater Improvement Project**  
**PW-5864-24 Slayden**  
**Early Work Amendment 4**

<b>COST OF WORK</b>			
<b>Area</b>	<b>Description</b>	<b>Value</b>	
1	Steel Tank Reservoir	\$635,994	
2	Aggregate Pier Subcontractor	\$131,120	
3	Temp Electrical	\$32,994	
4	SCI Project Manager (24 MH)	\$3,720	
5	SCI Project Engineer (60 MH)	\$6,900	
6	SCI Contracting (24 MH)	\$2,400	
<b>Subtotal - Cost of Work</b>		<b>\$813,128</b>	
<b>OTHER COSTS</b>			
	CM/GC Contingency	\$40,656	5.0%
	PGE Temp Power Allowance	\$15,000	
<b>Subtotal - Other Costs</b>		<b>\$55,656</b>	
<b>SUBTOTAL w/ OTHER COSTS</b>		<b>\$868,784</b>	
<b>MARKUPS</b>			
	CM/GC Fee	\$69,503	8.0%
	Bonds & Insurance	\$17,827	1.90%
	OR CATax	\$5,450	0.570%
<b>Subtotal - Other Costs</b>		<b>\$92,780</b>	
<b>TOTAL CONSTRUCTION COST</b>		<b>\$961,564</b>	

**Attachment E.4.ii Assumptions and Clarifications**

Project:	Brooks Hopmere Water System Improvement
Deliverable:	Early Work Amendment #4 (EWA4)



7/25/2025

Item No.	Division	Drawing or Specification	Comment	Assumption / Clarification / Exclusion
1	N/A	All	Proposal remains valid for a period of 60 days.	Clarification
2	N/A	Q&A	Proposal incorporates all changes in EWA3 addenda 1.	Clarification
3	N/A	All	Amendment is priced as Fixed Price per CM/GC Contract article 3.2.3.	Clarification
4	N/A	Sitework	Proposal includes contracting tank & deep foundations only and does not include mobilization or any work onsite. Support work for foundation subcontractor to be included in EWA4.	Clarification
5	Quotes	Clarifications	Pricing is predicated upon selected vendor clarifications as further described in their quotes in section 4 herein.	Clarification
6	Quotes	Escalation	Many quotes state pricing is only valid if materials are shipped within 90 days, or price may be adjusted to market rates at time materials are fabricated. Due to current market conditions, we are unable to get this language removed from quotes. Proposal assumes all escalations due to current project schedule will be negotiated as contingency usage.	Clarification
7	N/A	Escalation	It is understood by the Parties that as of the date of the Agreement and at the time of GMP pricing, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potential Time and Price-Impacted Material"). Funding deadlines established by the United States Congress which impact the project funding do not allow for significant time extension, therefore CM/GC and Owner will engage in early collaboration to resolve these project-critical risks at the earliest possible time that the risk materializes.	Clarification
8	N/A	Tariffs	1. Executive Order (EO) 14195, "Imposing Duties To Address the Synthetic Opioid Supply Chain in the People's Republic of China" issued February 1, 2025, EO 14200 "Amendment to Duties Addressing the Synthetic Opioid Supply Chain in the People's Republic of China" issued February 5, 2025, and EO 14228 "Further Amendment to Duties Addressing the Synthetic Opioid Supply Chain in the People's Republic of China" issued March 3, 2025, apply to this solicitation. Bidders shall account for the price and availability of goods subject to these Executive Orders in the preparation and submission of their bids. After contract award, no adjustment in contract price or term shall be afforded due to costs and other effects associated with tariffs assessed under these Executive Orders.	Clarification
9	N/A	Tariffs	2. Proclamation 10896 "Countering Trade Practices That Undermine National Security" issued February 10, 2025, applies to this solicitation. Bidders shall account for the price and availability of steel products subject to this Proclamation. After contract award, no adjustment in contract price or term shall be afforded due to costs and other effects associated with tariffs assessed in association with this Proclamation.	Clarification
10	N/A	Tariffs	3. EO 14193 "Imposing Duties To Address the Flow of Illicit Drugs Across Our Northern Border" issued February 1, 2025, EO 14197 "Progress on the Situation at Our Northern Border" issued February 3, 2025, and EO 14226 "Amendment to Duties To Address the Flow of Illicit Drugs Across Our Northern Border" issued March 6, 2025, apply to this solicitation. Bidders shall EXCLUDE price effects caused directly by tariffs assessed under these and subsequent related Executive Orders in the preparation and submission of their bids. After contract award, Contractor shall be eligible for an adjustment in contract price due to clearly demonstrated cost effects resulting from tariffs assessed under these and subsequent related Executive Orders at the time affected goods are purchased so long as the affected goods are responsibly purchased within the timeframe when the affected goods would normally be purchased. No change in contract term shall be allowed.	Exclusion

Item No.	Division	Drawing or Specification	Comment	Assumption / Clarification / Exclusion
11	N/A	Tariffs	4. EO 14194 "Imposing Duties To Address the Situation at Our Southern Border" issued February 1, 2025, EO 14198 "Progress on the Situation at Our Southern Border" issued February 3, 2025, and EO 14227 "Amendment to Duties To Address the Situation at Our Southern Border" issued March 2, 2025, apply to this solicitation. Bidders shall EXCLUDE price effects caused directly by tariffs assessed under these and subsequent related Executive Orders in the preparation and submission of their bids. After contract award, Contractor shall be eligible for an adjustment in contract price due to clearly demonstrated cost effects resulting from tariffs assessed under these and subsequent related Executive Orders at the time affected goods are purchased so long as the affected goods are responsibly purchased within the timeframe when the affected goods would normally be purchased. No change in contract term shall be allowed.	Exclusion
12	N/A	Tariffs	As clarification to existing language within Contract PW-5569-23, bidders shall not be responsible for price effects resulting from any tariffs imposed or modified by Executive Order, Proclamation, or other non-legislative federal action on or after March 6, 2025. After contract award, Contractor shall be eligible for an adjustment in contract price due to clearly demonstrated cost effects resulting from such tariffs. Such cost effects shall be considered Changes in the Work and will be subject to the procedures specified in Article 7 of the Contract.	Exclusion
13	Temp Power	PGE	PEG is estimating improvements to their lines to serve the site for both temporary and permanent power will cost about \$10,000-\$15,000. EWA4 includes a \$15,000 allowance to pay utility costs associated with establishing temp power service in September 2025.	Clarification
14	Seismic Design	Reservoir	National Tank - AWWA D103-19 specifies ASCE 7-10, tank to be designed per ASCE 7-16.	Clarification
15	Tank Coatings	Reservoir	National Tank - Proposal includes fusion bonded epoxy coating as the standard for factory coated bolted steel tanks and is far more durable compared to a liquid applied epoxy, the exterior fusion bonded powder coating is polyester based. Coatings will meet AWWA D-103 requirements for factory coated bolted carbon steel tanks.	Clarification
16	Tank Coatings	Reservoir	National Tank - 3rd party coating inspections including NACE inspections is excluded. All interior / exterior powder coatings are thermally bonded at factory, using SSPC-PA-2 Specification with Blasted Profile of SSPC-SP10. Thicknesses of coatings are as follows: interior surfaces: 5 mils avg; exterior primer: 3-5 mils avg; exterior topcoat 2-3 mils avg. Panels are inspected visually at multiple points through each stage to ensure conformance, once coated, panels are electronically tested for defects in coating and DFT testing is done on multiple locations of each panel to ensure coating thickness meets spec.	Clarification

Attachment E.4.iii - Allowance Log

**Allowance Log**

Update: 7/25/2025

<u>HCSS Bid</u>		<u>Description</u>	<u>Notes</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>Item #</u>	<u>Item *</u>						
1	Summary Improvements	PGE cost for temporary electrical service		1	LS	\$ 15,000	\$ 15,000
		<b>TOTAL</b>					<b>\$ 15,000</b>

**Attachment E.4.iv****DRAWING LIST | 2401 Brooks Hopmere - EWA4**

DRAWING NUMBER	DRAWING TITLE	REVISION	PLOT DATE
G-001	COVER SHEET	EWA4	5/15/2025
G-002	SHEET INDEX	EWA4	5/19/2025
G-003	ABBREVIATIONS	EWA4	5/15/2025
G-004	GENERAL NOTES	EWA4	5/15/2025
G-005	PIPING SCHEDULE	EWA4	5/15/2025
G-006	PROJECT OVERVIEW	EWA4	5/15/2025
G-007	GENERAL NOTES SHEET 1	EWA4	5/15/2025
G-008	GENERAL NOTES SHEET 2	EWA4	5/15/2025
G-009	MASONRY SPECIAL INSPECTIONS	EWA4	5/15/2025
G-010	STEEL SPECIAL INSPECTIONS	EWA4	5/15/2025
C-001	CIVIL SYMBOLS & LINE LEGEND	EWA4	5/15/2025
C-010	EXISTING TOPOGRAPHY - SURVEY CONTROL	EWA4	5/15/2025
C-100	TANK & BOOSTER STATION - OVERALL SITE PLAN	EWA4	5/15/2025
C-101	TANK & BOOSTER STATION - SITE PLAN	EWA4	5/15/2025
C-201	TANK & BOOSTER STATION - GRADING & DRAINAGE PLAN	EWA4	5/18/2025
C-202	EXCAVATION - SITE TANK PLAN & PROFILE	EWA4	5/19/2025
C-203	EXCAVATION - SITE TANK & BOOSTER STATION PLAN & PROFILE	EWA4	5/17/2025
C-401	TANK & BOOSTER STATION - UTILITY PLAN	EWA4	5/15/2025
C-500	CIVIL DETAILS	EWA4	5/15/2025
C-501	CIVIL DETAILS	EWA4	5/15/2025
C-502	CIVIL DETAILS	EWA4	5/15/2025
C-550	AGENCY DETAILS	EWA4	5/15/2025
M-101-B	MECHANICAL PLAN	EWA4	5/15/2025
M-301-B	MECHANICAL SECTIONS	EWA4	5/15/2025
M-302-B	MECHANICAL SECTIONS	EWA4	5/15/2025
M-303-B	MECHANICAL SECTIONS	EWA4	5/15/2025

**Attachment E.4.v**

**SPECS LIST | 2401 Brooks Hopmere - EWA4**

SECTION NO.	SPECIFICATION TITLE	REVISION	DATE
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**DIVISION 31 – EARTHWORK**

31 51 00	Rammed Aggregate Piers	EWA4	5/1/2025
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**DIVISION 33 – UTILITIES**

33 16 23	Ground Level Steel Water Storage Tanks	EWA4	5/1/2025
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**DIVISION 40 – UTILITIES**

40 05 00	Piping, General	EWA4	5/1/2025
40 05 19	Ductile Iron Pipe and Fittings	EWA4	5/1/2025

**APPENDIX**

APPENDIX A – GEOTECHNICAL REPORT (SUPPLEMENTAL INFORMATION)	EWA4	5/1/2025
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MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 09/03/2025

Department: Public Works

Title: Brooks-Hopmere Water Improvement Project - Slayden Constructors, Inc. EWA #5

Management Update/Work Session Date: 08/19/2025  Audio/Visual aids

Time Required: 5 minutes Contact: Brian Nicholas Phone: 503-588-7943

Requested Action: Approve Early Work Amendment #5 (EWA5) to the Construction Manager / General Contractor (CMGC) Contract PW-5864-24 with Slayden Constructors, Inc. in the amount of \$1,187,849.50 for the construction of site civil improvements associated with the Brooks-Hopmere Water Improvement Project.

Issue, Description & Background: Marion County Public Works is delivering the Brooks-Hopmere Water Improvement Project on behalf of the Brooks Community Service District (BCSD). The Project is required to deliver a water campus under aggressive funding deadlines. EWA will allow the CM/GC contractor to mobilize and start civil work, including site access installation, site clearing, structural excavation, footing base rock, under slab piping & structural concrete while the rest of the facility design is being finalized. EWA5 also includes allowance for site dewatering. The use of early work amendments is essential to meeting the aggressive project delivery schedule.

Financial Impacts: EWA5 increases the value of Contract PW-5864-24 by \$1,187,849.50 from \$1,899,719.50 to \$3,087,569.00. This is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies: None.

List of attachments: Contract PW-5864-24, Early Work Amendment #5

Presenter: Shane Ottosen, Project Manager, Marion County Public Works

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas  
Date: 2025.08.22 08:04:11 -07'00'

# Contract Review Sheet

Public Improvement Agreements

**PW-5864-24 EWA5**Title: **ARPA - CMGC - Brooks-Hopmere Water and Wastewater Improvement Project**Contractor's Name: **Slayden Constructors, Inc.**Department: **Public Works Department**Contact: **Alicia Jones**Analyst: **Kathleen George**Phone #: **-4388**Term - Date From: **Execution**Expires: **December 31, 2026**Original Contract Amount: **\$ 181,248.00** Previous Amendments Amount: **\$ 1,718,471.50**Current Amendment: **\$ 1,187,849.50** New Contract Total: **\$ 3,087,569.00** Amd% **1604%**Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: **40-0600 Alternative Contract Methods****PW1404-23**

## Description of Services or Grant Award

Construction Manager General Contractor (CM/GC), to engage in the following services: Construction management, constructability review, Value Engineering, CPM scheduling and schedule analysis, construction and construction procurement, bidding and administration of subcontracted work, commissioning and all related CM/GC services related to the Brooks-Hopmere Infrastructure Improvement Projects Water and Wastewater Public Improvement. **EWA No. 1** adds \$581,348.00 to original contract to procure long lead time equipment to include Electrical gear, Backup generator, Jockey Pumps, Duty Pumps, and Vertical Split Case Pumps and to deliver equipment to project location. **EWA No. 2** adds \$151,963.00 to contract for a total of \$914,559.00 for investigatory potholing to identify and verify the location, depth, and type of existing underground utilities along Brooklake Road NE and Udder Way NE to ensure early critical-path construction activities begin without delay. **EWA No. 3** adds \$23,597.00 to contract for a total of \$938,155.00 for vactor truck investigatory potholing services along Brooklake RD NE and Udder Way NE. **EWA 4** adds \$961,564.50 to contract for a total of \$1,899,719.50 for supply and installation of steel tank and design of aggregate pier foundation for the steel tank and temporary power for the project site to allow for construction activities to start in September 2025.

Early Work Amendment 5 adds \$1,187,849.50 for a new contract total of \$3,087,569.00 to allow for the CM/GC contractor to mobilize and start civil work including site access installation, site clearing, structure excavation, footing base rock, under slab piping & concrete.

Desired BOC Session Date:	<b>9/3/2025</b>	Contract should be in DocuSign by:	<b>8/13/2025</b>
Agenda Planning Date	<b>8/21/2025</b>	Printed packets due in Finance:	<b>8/19/2025</b>
Management Update	<b>8/19/2025</b>	BOC upload / Board Session email:	<b>8/20/2025</b>
BOC Session Presenter(s)	<b>Brian Nicholas</b>	Code:	<b>Y</b>

## REQUIRED APPROVALS

Finance - Contracts Date Contract Specialist Date

Legal Counsel Date Chief Administrative Officer Date

**EXHIBIT E.5**

**MARION COUNTY  
EARLY WORK AMENDMENT NO. 5 TO CONTRACT # PW-5864-24**

**THIS EARLY WORK AMENDMENT NO. 5 shall become effective upon execution by the Owner and CM/GC and receipt of any applicable approvals.**

**THIS AMENDMENT IS BETWEEN:**

**OWNER: Marion County, a political subdivision of the State of Oregon,**

**And**

**Slayden Constructors, Inc.  
("CM/GC" and, in the Marion County  
General Conditions for Public  
Improvement Contracts,  
September 1, 2014, Revised February 14, 2022 Edition, referred to as  
"Contractor")**

**The Project is: ARPA- CM/GC Brooks- Hopmere Water & Wastewater Improvement Project**

**The Engineer is:  
Keller Associates, Inc.  
245 Commercial St SE #210  
Salem, OR 97301**

**Date of Original CM/GC Contract: April 12, 2024**

**Date of this Amendment: September \_\_\_\_\_, 2025**

Owner and the CM/GC hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended hereby, the Contract remains in full force and effect.

1. Early Work. In accordance with Article 3.2 of the CM/GC Contract, which authorizes the CM/GC to perform Construction Phase services if an Early Work Amendment is executed, Owner and the CM/GC hereby agree that the CM/GC shall perform the Early Work generally described below.
2. Basis of EWA. The EWA is based on the following EWA Supporting Documents:
  - a. CM/GC's EWA-5 Proposal dated August 8, 2025, and revised on August 21, 2025 (incorporated by reference)
    - i. Cost Summary (Attachment E.5.i)
    - ii. Assumptions & Clarifications (Attachment E.5.ii)
    - iii. Allowance Log (Attachment E.5.iii)
  - b. 90% Drawings by Keller Associates, Inc.
    - i. Drawing List (Attachment E.5.iv)
    - ii. Individual Drawings (incorporated by reference)
  - c. 90% Specifications by Keller Associates, Inc.
    - i. Specification List (Attachment E.5.v)
    - ii. Individual Specifications (incorporated by reference)
2. Statement of Early Work. The CM/GC will provide all labor, materials, supervision, coordination, and equipment necessary to complete the following Early Work:
  - a. Mobilization and site access installation
  - b. Site civil work including site clearing, structure excavation, footing base rock, under slab piping & concrete.
  - c. The final scope of work to be as directed by the Engineer but not to exceed quoted amendment value.
3. Maximum Early Work Price. The parties agree that the cost of the Early Work described in this amendment shall not exceed \$1,187,849.50 including the Estimated Cost of Work (ECOW) and the CM/GC fee as established in Article 6 of this Contract. CM/GC shall submit invoices for the following not to exceed amounts:

Estimated Cost of Work (Not to exceed):	\$1,073,235.50
CM/GC Fee (8.0% of ECOW):	\$85,858.84
Early Work Cost (Subtotal of Above):	\$1,159,094.34
Bond & Insurance	\$22,022.79
Net Cost:	\$1,181,117.13
Oregon CATax (0.57% of Net Cost):	\$6,732.37
<b>Maximum NTE (Net Cost + CATax):</b>	<b>\$1,187,849.50</b>

4. Plans and Specifications. The specifications for the Early Work performed under this Amendment shall be Attachment E.5.iv, E.5.v, and Exhibit A of this Contract, Marion County General Conditions for Public Improvement Contracts, rev. February 14, 2022, and may be amended by the Engineer as required.
5. Substantial Completion Date. Unless directed by the Engineer to the contrary, the required date for Substantial Completion for this Early Work package is December 31, 2026.
6. Tax Compliance Certification. The individual signing on behalf of the CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the CM/GC, s/he has authority and knowledge regarding the CM/GC's payment of taxes, and to the best of her/his knowledge, the CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816, ORS 320.005 to 320.150 and 403.200 to 403.250, and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

THIS AMENDMENT except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. CM/GC 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.

## ATTACHMENTS

Attachment E.5.i – Cost Summary

Attachment E.5.ii – Assumptions & Clarifications

Attachment E.5.iii – Allowance Log

Attachment E.5.iv – Drawing List

Attachment E.5.v – Specification List

**SLAYDEN CONSTRUCTORS, INC. (CM/GC)**

Authorized Representative of CM/GC: \_\_\_\_\_ Date

Title \_\_\_\_\_

CCB Registration No.: \_\_\_\_\_

**MARION COUNTY (OWNER)**

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

**Brooks Hopmere Drinking Water Improvements Project**  
**Marion County**  
**Early Work Amendment 5 (EWA 5)**

Created By: Slayden Constructors, Inc.

Last Revision: 8/21/2025

Based on: Keller Associates - Brooks Hopmere 90% Contract Documents (July 2025)

COST OF WORK			
Area	Description	Value	Notes
1	Cost of Work	\$974,510	
	<b>Subtotal - Cost of Work</b>	<b>\$974,510</b>	
OTHER COSTS			
	CM/GC Contingency	\$48,726	5.0%
	Dewatering Allowance	\$50,000	
	<b>Subtotal - Other Costs</b>	<b>\$98,726</b>	
	<b>SUBTOTAL w/ OTHER COSTS</b>	<b>\$1,073,236</b>	
MARKUPS			
	CM/GC Fee	\$85,859	8.0%
	Bonds & Insurance	\$22,023	1.90%
	OR CATax	\$6,732	0.57%
	<b>Subtotal - Markups</b>	<b>\$114,614</b>	
	<b>TOTAL CONSTRUCTION COST</b>	<b>\$1,187,850</b>	

OTHER CONTRACTS			
	Pre-Construction Contract	\$181,248	
	EWA1 - Pump & Electrical Gear Procurement	\$581,348	
	EWA2 - Field Investigations	\$151,962	
	EWA3 - Pothole Vactor Truck	\$23,597	
	EWA4 - Tank & Deep Foundation Procurement	\$961,564	
	<b>Subtotal - Other Contracts</b>	<b>\$1,899,719</b>	
	<b>TOTAL CM/GC CONTRACT VALUE</b>	<b>\$3,087,569</b>	

## Attachment E.5.ii Assumptions & Clarifications



8/21/2025

### Assumptions and Clarifications

Project:	Brooks Hopmere Water System Improvement
Deliverable:	Early Work Amendment #5 (EWA5)

Project:	Brooks Hopmere Water System Improvement
Deliverable:	Early Work Amendment #5 (EWA5)

Item No.	Division	Drawing or Specification	Comment	Assumption / Clarification / Exclusion
1	N/A	All	Proposal remains valid for a period of 60 days.	Clarification
2	N/A	All	Amendment is priced as Fixed Price per CM/GC Contract article 3.2.3.	Clarification
3	N/A	Schedule	Proposal includes general site services and management for 2.5 month and assumes GMP amendment to be executed by 11/1/25 to maintain continuity of work.	Clarification
4	Quotes	Escalation	Many quotes state pricing is only valid if materials are shipped within 90 days, or price may be adjusted to market rates at time materials are fabricated. Due to current market conditions, we are unable to get this language removed from quotes. Proposal assumes all escalations due to current project schedule will be negotiated as contingency usage.	Clarification
5	N/A	Escalation	It is understood by the Parties that as of the date of the Agreement and at the time of GMP pricing, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potential Time and Price-Impacted Material"). Funding deadlines established by the United States Congress which impact the project funding do not allow for significant time extension, therefore CM/GC and Owner will engage in early collaboration to resolve these project-critical risks at the earliest possible time that the risk materializes.	Clarification
6	N/A	Tariffs	Vendor pricing includes all tariffs in effect through 7/14/2025. After contract award, Contractor shall be eligible for an adjustment in contract price due to clearly demonstrated cost effects resulting from subsequent tariffs. Such cost effects shall be considered Changes in the Work and will be subject to the procedures specified in Article 7 of the Contract.	Clarification
7	02	Drain Tiles	Estimate includes removal of drain tiles under roads & structures as shown on the August revision to the 90% design drawings. Proposal assumes demolition is within 2' of existing grade.	Clarification
8	31	Dewatering	Cost of work excludes dewatering as geotechnical report indicates we will likely not encounter any. If dewatering is necessary, work to be performed T&M against proposed allowance.	Clarification
9	31	Over Excavation	Site excavation includes removal of 18" tilled zone under all structures & roads per geotechnical report recommendations. Volume replaced with import aggregate.	Clarification
10	40	CL Pipe Routing	Chlorine injection carrier pipe to be routed above grade as discussed in 8/5/25 meeting. Encasement for pipe excluded.	Clarification

### **Attachment E.5.iii Allowance Log**

#### **Attachment 6.0 Allowance Log**

Update:  
8/8/2025

<u>HCSS Bid</u>			
Item #	Item *	Description	Notes
			Value
1	Summary	Dewatering	Cost for dewatering if encountered, including pumping, temp piping, baker tanks, etc. Ground water anticipated to be below excavation elevations but may be encountered for site piping seasonally.
		<b>TOTAL</b>	\$ 50,000

**Attachment E.5.iv Drawing List**

**DRAWING LIST | 2401 Brooks Hopmere - 90%**

DRAWING NUMBER	DRAWING TITLE	REVISION	PLOT DATE
<b>GENERAL</b>			
G-001	TITLE SHEET	90%	7/23/2025
G-002	SHEET INDEX	90%	7/21/2025
G-003	ABBREVIATIONS	90%	7/23/2025
G-004	GENERAL NOTES	90%	7/23/2025
G-005	PIPING SCHEDULE	90%	7/23/2025
G-006	PROJECT OVERVIEW	90%	7/23/2025
G-007	STRUCTURAL GENERAL NOTES SHEET 1	90%	7/23/2025
G-008	STRUCTURAL GENERAL NOTES SHEET 2	90%	7/24/2025
G-009	SPECIAL INSPECTIONS SHEET 1	90%	7/24/2025
G-010	SPECIAL INSPECTIONS SHEET 2	90%	7/24/2025
<b>CIVIL</b>			
C-001	CIVIL SYMBOLS & LINE LEGEND	90%	7/24/2025
C-010	EXISTING TOPOGRAPHY -SURVEY CONTROL	90%	7/24/2025
C-011	EXISTING TOPOGRAPHY -SITE LAYOUT	90%	7/24/2025
C-100	TANK & BOOSTER STATION -OVERALL SITE PLAN	90%	7/24/2025
C-101	TANK & BOOSTER STATION -SITE PLAN	90%	7/23/2025
C-201	TANK & BOOSTER STATION -GRADING & DRAINAGE PLAN	90%	7/24/2025
C-202	EXCAVATION - SITE TANK PLAN & PROFILE	90%	7/24/2025
C-203	EXCAVATION - SITE TANK & BOOSTER STATION PLAN & PROFILE	90%	7/24/2025
C-400	OVERALL SITE UTILITIES AND PIPELINE	90%	7/24/2025
C-401	TANK & BOOSTER STATION -UTILITY PLAN	90%	7/24/2025
C-410	BROOKLAKE RD WATERLINE - PLAN & PROFILE STA 10+00 TO 15+00	90%	7/24/2025
C-411	BROOKLAKE RD WATERLINE - PLAN & PROFILE STA 15+00 TO 20+00	90%	7/24/2025
C-412	BROOKLAKE RD WATERLINE - PLAN & PROFILE STA 20+00 TO 24+00	90%	7/24/2025
C-413	BROOKLAKE RD WATERLINE - PLAN & PROFILE STA 24+00 TO 24+98	90%	7/24/2025
C-414	UDDER WAY WATERLINE - PLAN & PROFILE STA 30+00 TO 33+00	90%	7/24/2025
C-415	UDDER WAY WATERLINE - PLAN & PROFILE STA 33+00 TO 35+27	90%	7/24/2025
C-500	CIVIL DETAILS	90%	7/24/2025
C-501	CIVIL DETAILS	90%	7/24/2025
C-502	CIVIL DETAILS	90%	7/24/2025
C-503	CIVIL DETAILS	90%	7/24/2025
C-550	AGENCY DETAILS	90%	7/24/2025
<b>ELECTRICAL SITE</b>			
ES-101	ELECTRICAL SITE PLAN	90%	7/23/2025
<b>STRUCTURE A</b>			
G-100-A	CODE ANALYSIS PLAN	90%	7/23/2025
A-101-A	FINISH FLOOR PLAN	90%	7/23/2025
A-102-A	ROOF PLAN	90%	7/23/2025
A-201-A	ELEVATIONS	90%	7/23/2025
A-202-A	ELEVATIONS	90%	7/23/2025
A-301-A	BUILDING SECTIONS	90%	7/23/2025
A-302-A	BUILDING SECTIONS	90%	7/23/2025
S-101-A	FOOTING & FOUNDATION PLAN	90%	7/23/2025
S-102-A	SLAB & WALL PLAN	90%	7/23/2025
S-103-A	ROOF FRAMING PLAN	90%	7/23/2025
MP-101-A	BOOSTER STATION -PLUMBING, DRAIN AND VENT PLAN	90%	7/23/2025
MH-101-A	BOOSTER STATION -HVAC PLAN	90%	7/23/2025

M-101-A	BOOSTER STATION -PLAN VIEW	90%	7/15/2025
M-301-A	BOOSTER STATION -MECHANICAL SECTIONS	90%	7/23/2025
E-101-A	BOOSTER STATION -POWER PLAN	90%	7/23/2025
E-102-A	BOOSTER STATION -LIGHTING PLAN	90%	7/23/2025
E-301-A	BOOSTER STATION -ELECTRICAL ELEVATION	90%	7/23/2025
EI-101-A	BOOSTER STATION -INSTRUMENTATION PLAN	90%	7/23/2025

STRUCTURE B			
M-101-B	BROOKS HOPMERE TANK -ROOF AND MECHANICAL PLAN	90%	7/23/2025
M-301-B	BROOKS HOPMERE TANK -MECHANICAL SECTIONS	90%	7/23/2025
M-302-B	BROOKS HOPMERE TANK -MECHANICAL SECTIONS	90%	7/23/2025
E-101-B	TANK -POWER PLAN	90%	7/23/2025
EI-101-B	TANK -INSTRUMENTATION PLAN	90%	7/23/2025

DETAILS			
A-501	ARCHITECTURAL DETAILS	90%	7/23/2025
A-502	ARCHITECTURAL DETAILS	90%	7/23/2025
A-601	ARCHITECTURAL SCHEDULES	90%	7/23/2025
S-501	STRUCTURAL DETAIL	90%	7/23/2025
S-502	STRUCTURAL DETAIL	90%	7/23/2025
S-503	STRUCTURAL DETAIL	90%	7/23/2025
S-504	STRUCTURAL DETAIL	90%	7/23/2025
MP-001	PLUMBING NOTES AND SYMBOLS	90%	7/23/2025
MP-501	STANDARD PLUMBING DETAILS	90%	7/23/2025
MP-502	STANDARD PLUMBING DETAILS	90%	7/23/2025
MP-601	PLUMBING SCHEDULES	90%	7/23/2025
MH-001	HVAC NOTES AND SYMBOLS	90%	7/23/2025
MH-501	HVAC DETAILS	90%	7/23/2025
MH-601	HVAC SCHEDULES	90%	7/23/2025
M-001	STD MECHANICAL SYMBOLS AND NOTES	90%	7/23/2025
M-501	STANDARD MECHANICAL DETAILS	90%	7/23/2025
M-502	STANDARD MECHANICAL DETAILS -LAYOUT 1	90%	7/23/2025
E-001	ELECTRICAL NOTES & SYMBOLS	90%	7/23/2025
E-501	ELECTRICAL STANDARD DETAILS	90%	7/23/2025
E-601	ONE-LINE DIAGRAM	90%	7/23/2025
E-602	PANEL SCHEDULES	90%	7/23/2025
E-603	ELECTRICAL CABLE SCHEDULE	90%	7/23/2025
EI-001	P&ID LEGEND & SCHEDULE	90%	7/23/2025
EI-002	P&ID SYMBOLS LEGEND	90%	7/23/2025
EI-003	P&ID SYMBOLS LEGEND	90%	7/23/2025
EI-601	INSTRUMENTATION CABLE SCHEDULE	90%	7/23/2025
EI-700	NETWORK DIAGRAM	90%	7/23/2025
EI-701	BOOSTER STATION - P&ID	90%	7/23/2025

**Attachment E.5.v Specification List**

**SPECS LIST | 2401 Brooks Hopmere - 90%**

SECTION NO.	SPECIFICATION TITLE	REVISION	DATE
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**DIVISION 01 – GENERAL REQUIREMENTS**

01 11 00	Summary of Work	90%	7/1/2025
01 14 13	Access to Site	90%	7/1/2025
01 25 13	Product Substitution Procedures	90%	7/1/2025
01 31 19	Project Meetings	90%	7/1/2025
01 32 16	Construction Progress Schedule	90%	7/1/2025
01 33 00	Submittal Procedures	90%	7/1/2025
01 35 13	Special Project Procedures	90%	7/1/2025
01 35 53	Security Procedures	90%	7/1/2025
01 42 13	Abbreviations and Acronyms	90%	7/1/2025
01 42 19	Reference Standards	90%	7/1/2025
01 45 00	Quality Control	90%	7/1/2025
01 50 00	Temporary Facilities and Controls	90%	7/1/2025
01 57 12	Construction Site Discharge	90%	7/1/2025
01 71 13	Mobilization	90%	7/1/2025
01 71 23.16	Construction Surveying	90%	7/1/2025
01 74 20	Air Testing	90%	7/1/2025
01 74 30	Site Pressure Pipe Testing and Disinfection	90%	7/1/2025
01 75 00	Equipment Testing and Startup (Water Systems)	90%	7/1/2025
01 77 00	Closeout Procedures	90%	7/1/2025
01 78 23	Operation and Maintenance Data	90%	7/1/2025

**DIVISION 03 – CONCRETE**

03 11 00	Concrete Forming	90%	7/1/2025
03 20 00	Concrete Reinforcing	90%	7/1/2025
03 30 00	Cast-in-Place Concrete	90%	7/1/2025
03 60 00	Grouting	90%	7/1/2025

**DIVISION 04 – MASONRY**

04 22 00	Concrete Unit Masonry	90%	7/1/2025
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**DIVISION 05 – METALS**

05 50 00	Metal Fabrications	90%	7/1/2025
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**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

06 10 00	Rough Carpentry	90%	7/1/2025
06 17 53	Shop-Fabricated Wood Trusses	90%	7/1/2025

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

07 11 13	Bituminous Dampproofing	90%	7/1/2025
07 21 00	Thermal Protection	90%	7/1/2025
07 25 00	Weather Barriers	90%	7/1/2025
07 30 10	Roofing Underlayment	90%	7/1/2025
07 40 00	Roofing and Siding Panels	90%	7/1/2025
07 60 00	Flashing and Sheet Metal	90%	7/1/2025
07 71 23	Manufactured Gutters and Downspouts	90%	7/1/2025
07 72 00	Roof Accessories	90%	7/1/2025
07 84 00	Firestopping	90%	7/1/2025
07 92 00	Joint Sealants	90%	7/1/2025

**DIVISION 08 – OPENINGS**

08 11 13	Hollow Metal Doors and Frames	90%	7/1/2025
08 12 16	Aluminum Frames	90%	7/1/2025
08 31 00	Access Doors	90%	7/1/2025
08 33 23	Overhead Coiling Doors	90%	7/1/2025
08 71 00	Door Hardware	90%	7/1/2025
08 91 00	Louvres	90%	7/1/2025

**DIVISION 09 – FINISHES**

09 90 00	Painting and Coating	90%	7/1/2025
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**DIVISION 10 – SPECIALTIES**

10 14 00	Signage	90%	7/1/2025
10 44 16	Fire Extinguishers and Cabinets	90%	7/1/2025

**DIVISION 22 – PLUMBING**

22 00 00	Plumbing, General	90%	7/1/2025
22 13 13.01	Cast Iron Soil Pipe	90%	7/1/2025

22 30 00	Plumbing Equipment	90%	7/1/2025
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#### DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

23 00 00	General HVAC Requirements	90%	7/1/2025
23 09 00	Instrumentation and Control of HVAC	90%	7/1/2025
23 34 23	HVAC Power Ventilators	90%	7/1/2025
23 81 26	Ductless Split Air Conditioning Units	90%	7/1/2025
23 83 39	Electric Unit Heaters	90%	7/1/2025

#### DIVISION 26 – ELECTRICAL

26 05 00	Electrical, General	90%	7/1/2025
26 05 19	Low-Voltage Electrical Power Conductors and Cables	90%	7/1/2025
26 05 26	Grounding and Bonding for Electrical Systems	90%	7/1/2025
26 05 29	Support Devices	90%	7/1/2025
26 05 33	Raceway and Boxes for Electrical Systems	90%	7/1/2025
26 05 73	Power System Studies	90%	7/1/2025
26 08 00	Field Electrical Acceptance Tests	90%	7/1/2025
26 21 00	Service Entrance	90%	7/1/2025
26 22 00	Low Voltage Transformers	90%	7/1/2025
26 24 16	Panelboards	90%	7/1/2025
26 24 19	Motor-Control Centers	90%	7/1/2025
26 27 26	Wiring Devices	90%	7/1/2025
26 28 00	Overcurrent Protective Devices	90%	7/1/2025
26 29 13.16	Reduced Voltage Motor Controllers	90%	7/1/2025
26 29 23	Variable-Frequency Motor Controllers	90%	7/1/2025
26 32 13	Engine Generators	90%	7/1/2025
26 32 36	Resistive Load Banks	90%	7/1/2025
26 36 00	Transfer Switches	90%	7/1/2025
26 51 19	LED Interior Lighting	90%	7/1/2025
26 56 19	LED Exterior Lighting	90%	7/1/2025

#### DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 31 11	Building Intrusion Detection	90%	7/1/2025
28 46 11.23	Combination Sensors	90%	7/1/2025

#### DIVISION 31 – EARTHWORK

31 00 00	Earthwork	90%	7/1/2025
31 05 19.13	Geotextiles for Earthwork	90%	7/1/2025
31 11 00	Clearing and Grubbing	90%	7/1/2025
31 23 33	Trenching and Backfilling	90%	7/1/2025
31 40 00	Shoring	90%	7/1/2025
31 51 00	Rammed Aggregate Piers	90%	7/1/2025

#### DIVISION 32 – EXTERIOR IMPROVEMENTS

32 12 16	Asphalt Paving	90%	7/1/2025
32 13 13	Concrete for Exterior Improvements	90%	7/1/2025
32 31 13	Chain Link Fences and Gates	90%	7/1/2025
32 92 19.16	Hydraulic Seeding	90%	7/1/2025

#### DIVISION 33 – UTILITIES

33 05 07.23	Utility Boring and Jacking	90%	7/1/2025
33 16 23	Ground Level Steel Water Storage Tanks	90%	7/1/2025

#### DIVISION 40 – PROCESS INTERCONNECTIONS

40 05 00	Piping, General	90%	7/1/2025
40 05 07	Hangers and Supports for Process Piping	90%	7/1/2025
40 05 19	Ductile Iron Pipe and Fittings	90%	7/1/2025
40 05 31	PVC Process and Yard Piping	90%	7/1/2025
40 05 51	Valves, General	90%	7/1/2025
40 05 57	Actuators for Process Valves and Gates	90%	7/1/2025
40 05 61	Gate Valves	90%	7/1/2025
40 05 63	Ball Valves	90%	7/1/2025
40 05 64	Butterfly Valves	90%	7/1/2025
40 05 65.23	Swing Check Valves	90%	7/1/2025
40 05 67	Control Valves	90%	7/1/2025
40 05 67.39	Pressure-Relief Valves	90%	7/1/2025
40 05 71.13	Duckbill Check Valve	90%	7/1/2025
40 05 78.11	Air Release Valves for Water Service	90%	7/1/2025
40 05 81.35	Hose Bibb Accessories and Nozzles	90%	7/1/2025
40 05 82	Solenoid Valves	90%	7/1/2025
40 05 93	Common Motor Requirements for Process Equipment	90%	7/1/2025
40 05 97	Piping Identification	90%	7/1/2025
40 61 96	Control Strategies	90%	7/1/2025
40 62 00	SCADA Computers and Software	90%	7/1/2025

40 63 43	PLC-Based Control Systems Hardware	90%	7/1/2025
40 63 43.A	IO Schedules	90%	7/1/2025
40 67 00	Control Panels	90%	7/1/2025
40 67 00.A	Panel List	90%	7/1/2025
40 70 00	Instrumentation and Control, General	90%	7/1/2025
40 70 00.A	Instrumentation List	90%	7/1/2025
40 70 00.1	Instrumentation and Control, References and Definitions	90%	7/1/2025
40 70 00.2	Instrumentation and Control, System Description	90%	7/1/2025
40 70 13	In-Line Liquid Flow Measuring Systems	90%	7/1/2025
40 72 00	Level Measuring System	90%	7/1/2025
40 72 83	Leak Detection System	90%	7/1/2025
40 73 00	Pressure Measuring and Detection Systems	90%	7/1/2025
40 74 00	Temperature Measuring Systems	90%	7/1/2025
40 79 23	Testing, Calibration, and Commissioning	90%	7/1/2025

#### DIVISION 43 – PROCESS LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT

43 05 01	Equipment General Provisions	90%	7/1/2025
43 05 50	Equipment Mounting	90%	7/1/2025
43 05 60	Process Equipment Testing	90%	7/1/2025
43 20 00	Pumps, General	90%	7/1/2025
43 21 50	Vertical Multistage Pumps	90%	7/1/2025
43 30 02	Vertical Split Case Pump	90%	7/1/2025

#### DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

46 30 00	Chemical Feed Equipment, General	90%	7/1/2025
46 33 42	Diaphragm Metering Pumps	90%	7/1/2025

#### APPENDIX

APPENDIX A – GEOTECHNICAL REPORT (SUPPLEMENTAL INFORMATION)	90%	7/1/2025
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#### DRAWINGS (BOUND SEPARATELY)



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

3

Meeting date: 9/14/2025

Department: Public Works

Title:

**Household Hazardous Waste Facility Operation Contract**

Management Update/Work Session Date: 08/26/2025

Audio/Visual aids

Time Required: 5 minutes

Contact: Andrew Johnson

Phone: x4184

Requested Action:

Approve Contract PW-6677-25 with Clean Earth in the amount of \$1,500,000.00 for the operation of the Marion County Household Hazardous Waste facility through 9/30/2028.

Issue, Description & Background:

This contract supports the operation of the Household Hazardous Waste facility at the Salem-Keizer Recycling and Transfer Station, which accepts hazardous waste from the public and local businesses. It also includes off-site collection events in Marion, Polk, and Yamhill counties. Together, these services provide Marion County residents with a safe and environmentally responsible way to dispose of hazardous waste.

Financial Impacts:

The total contract value is \$1,500,000.00, which is a budgeted expense in the current fiscal year and a planned expense in the next two fiscal years. All contract expenses will be paid by the Environmental Services Fund (510 Fund).

Impacts to Department & External Agencies:

This contract also allows Polk and Yamhill counties to hold satellite collection events within their jurisdictions.

List of attachments:

Contract for Service PW-6677-25

Presenter:

Andrew Johnson

Department Head  
Signature:

**Brian Nicholas**

Digitally signed by Brian Nicholas  
Date: 2025.08.06 06:13:14 -07'00'

# Contract Review Sheet

Contract for Services

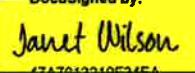
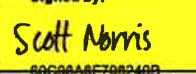
**PW-6677-25**Title: Household Hazardous Waste Facility OperationContractor's Name: Clean Earth Environmental Solutions, Inc.Department: Public Works DepartmentContact: Janet WilsonAnalyst: Kathleen GeorgePhone #: (503) 566-4139Term - Date From: ExecutionExpires: September 30, 2028Original Contract Amount: \$ 1,500,000.00 Previous Amendments Amount: \$ -Current Amendment: \$ - New Contract Total: \$ 1,500,000.00 Amd% 0%Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: 20-0260 Request for Proposal RFP# PW1545-25

## Description of Services or Grant Award

This contract supports the operation of the Household Hazardous Waste facility at the Salem-Keizer Recycling and Transfer Station, which accepts hazardous waste from the public and local businesses. It also includes off-site collection events in Marion, Polk, and Yamhill counties. Together, these services provide Marion County residents with a safe and environmentally responsible way to dispose of hazardous waste.

Desired BOC Session Date:	<u>9/13/2025</u>	Contract should be in DocuSign by:	<u>8/20/2025</u>
Agenda Planning Date	<u>8/28/2025</u>	Printed packets due in Finance:	<u>8/26/2025</u>
Management Update	<u>8/26/2025</u>	BOC upload / Board Session email:	<u>8/27/2025</u>
BOC Session Presenter(s)	<u>Andrew Johnson</u>	Code:	<u>Y</u>

**REQUIRED APPROVALS**

<b>DocuSigned by:</b>  A3530E7AEG704F4...	<b>8/15/2025</b>	<b>DocuSigned by:</b>  47A7919219F34EA...	<b>8/18/2025</b>
Finance - Contracts	Date	Contract Specialist	Date
<b>Signed by:</b>  50690A8F700240B...	<b>8/18/2025</b>	<b>DocuSigned by:</b>  DC16351944DE4E6...	<b>8/18/2025</b>
Legal Counsel	Date	Chief Administrative Officer	Date

**MARION COUNTY  
CONTRACT FOR SERVICES  
PW-6677-25**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Clean Earth Environmental Solutions, Inc., a Pennsylvania Corporation hereinafter called Contractor.

**RECITALS**

WHEREAS, County issued Request for Proposal PW1545-25 for Household Hazardous Waste Facility Operation on March 12, 2025.

WHEREAS, Clean Earth Environmental Solutions, Inc. submitted a proposal in response to PW1545-25 on April 9, 2025, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Clean Earth Environmental Solutions, Inc. on May 15, 2025.

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

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

**1. TERM**

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **September 30, 2028**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **September 30, 2030**.

**2. DOCUMENTS / ORDER OF PRECEDENCE**

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

- A. This Agreement less exhibits
- B. Exhibit A – Statement of Work

**3. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$1,500,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.

In accordance with 2 CFR 200.331, Contractor has been designated:

Subrecipient  
 Contractor/Vendor  
 Not applicable – (there are no federal funds tied to the contract)

#### **4. COMPLIANCE WITH STATUTES AND RULES**

A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

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

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

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of

Contractor's breach of this Contract, including but not limited to direct damages, costs of cure, and costs incurred in securing replacement Services and a replacement contractor.

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

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

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

**6. TIME IS OF THE ESSENCE**

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

**7. FORCE MAJEURE**

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

**8. FUNDING MODIFICATION**

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

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

**9. RECOVERY OF FUNDS**

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

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

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

## **10. ACCESS TO RECORDS**

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

## **11. REPORTING REQUIREMENTS**

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

## **12. CONFIDENTIALITY OF RECORDS**

- A. Subject to the requirements of the Oregon Public Records Law, County and Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of the disclosing party, and if applicable, the employee, client, applicant or person.
- B. County and Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

## **13. INDEMNIFICATION AND INSURANCE**

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

behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

- B. In no event shall Contractor be liable under this Agreement to County for consequential, indirect, incidental, special, liquidated, exemplary, punitive or enhanced damages, lost profit or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.
- C. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- D. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

#### **14. EARLY TERMINATION**

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County and Contractor may terminate this Contract for any reason on 90 days written notice to the other party.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

#### **15. PAYMENT ON EARLY TERMINATION**

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

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

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

## **16. INDEPENDENT CONTRACTOR**

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

## **17. GOVERNING LAW AND VENUE**

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

## **18. OWNERSHIP AND USE OF DOCUMENTS**

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

## **19. NO THIRD-PARTY BENEFICIARIES**

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

## **20. SUCCESSORS IN INTEREST**

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

## **21. MERGER CLAUSE**

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

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

## **22. WAIVER**

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

## **23. REMEDIES**

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

- A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost necessary to complete the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled in accordance with the payment terms herein.

## **24. INSURANCE**

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

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
  - ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

**Required by County**  **Not required by County.**

- \$1,000,000 Per occurrence limit for any single claimant; and
  - \$2,000,000 Per occurrence limit for multiple claimants
  - Exclusion Approved by Risk Manager
- iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.
  - Required by County**  **Not required by County**.
  - \$2,000,000 Per occurrence limit for any single claimant; and
  - \$5,000,000 Per occurrence limit for multiple claimants
  - Exclusion Approved by Information Technology Director and Risk Manager
- iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:
  - Required by County**  **Not required by County**.
- v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:
  - Required by County**  **Not required by County**.
- vi. POLLUTION LIABILITY INSURANCE.

1. Covering pollution events that occur on leased property or as a direct result of contractor's activities including while transporting materials. Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County  Not required by County.

**Minimum Limits:**

- \$2,000,000 Per occurrence limit for any single occurrence; and
- \$5,000,000 Annual aggregate limit

2. An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

- B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Additional insured Endorsement Form #1 shall be utilized for General Liability. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**25. NOTICE**

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

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Clean Earth Environmental Solutions, Inc.  
Attn: Legal  
933 First Ave. Suite 200  
King of Prussia, PA 19406  
With a copy to:  
cecontracts@cleanearthinc.com

To County

Contracts and Procurement Manager  
[PO\\_Contracts@co.marion.or.us](mailto:PO_Contracts@co.marion.or.us)  
555 Court Street NE, Suite 4247  
P.O. Box 14500  
Salem, Oregon 97309

**26. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 26, 27, and 29E.

**27. SEVERABILITY**

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

**28. AMENDMENTS**

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

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

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

**29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods delivered to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- E. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

## **EXHIBIT A** **STATEMENT OF WORK**

### **1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** County shall engage Contractor for the provision of services necessary to operate a permanent household hazardous waste (“HHW”) collection facility (the “Facility”) at the Salem-Keizer Recycling and Transfer Station, as well as conduct satellite HHW collection events at locations around Marion, Polk, and Yamhill Counties.

i. **Acronyms/Definitions:**

1. DEQ – Oregon Department of Environmental Quality
2. DM – drum
3. DOT – USDOT and/or local DOT
4. EPA – United States Environmental Protection Agency
5. HHW – Household Hazardous Waste
6. HW – Hazardous Waste
7. ODOT – Oregon Department of Transportation
8. PPE – Personal protective equipment
9. SKRTS – Salem Keizer Recycling and Transfer Station
10. TSD – Treatment, Storage, and Disposal
11. TSDF – Transfer Storage and Disposal Facility
12. USDOT – US Department of Transportation
13. VSQG – Very small quantity generator

B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

i. **CONTRACTOR REQUIREMENTS:** Contractor shall, upon request and approval of County, perform the following services:

**1. TASK 1 - FACILITY MANAGEMENT**

**a. General Requirements**

1. Set up and maintain a toll-free phone number for businesses to call for providing information and making drop-off appointments. The Contractor shall be available to answer the phone Monday through Friday from 8 a.m. until 5 p.m. except holidays to set up appointments.
2. Track the zip code of all customers which the Contractor accepts waste from. Report the collected data to the County on a monthly basis.
3. Meet with County staff, as needed, to coordinate satellite event schedules, discuss other issues as they arise.
4. Establish and maintain a record-keeping system.
5. Establish waste handling protocols and management methods.
6. Request at each event Facility residential households or businesses fill out a Survey and/or Certification Form if they are a very small quantity generator (VSQG) or an agricultural HW generator.

7. Provide each VSQG and agricultural HW generator with a copy of the Certification Form for the types and amounts of waste that have been accepted.
8. Profile unknown wastes brought to either the Facility or satellite events to ascertain the hazard class of the waste material, in order to provide for appropriate sorting, packaging, and disposal. No separate payment shall be made thereof.
9. Take title to all waste as soon as it is loaded at the Facility onto the Contractor's (or subcontractor's) vehicle for transport for treatment, storage, disposal, or recycling.

**b. Personnel Requirements**

1. Provide trained personnel for operations of the permanent collection facility as well as during satellite collection events. All personnel should be fully knowledgeable of the collection program.
2. Provide personnel trained in spill response and a sufficient amount of absorbent and other materials needed to abate all spills.
3. Provide medical monitoring for staff (baseline and ongoing).
4. Provide appropriate PPE for the task for all Contractor staff working the Facility or satellite event.

**c. Special Requirements**

1. Ensure that subcontractors are adequately insured and meet necessary requirements, licenses and certifications.
2. Comply with all required permits.
3. Have up-to-date knowledge of, and comply with, all federal, state and local laws, rules, regulations and ordinances applicable to handling, transportation and storage of hazardous materials/wastes. Such laws, regulations, rules and orders include, but are not limited to, those of the United States Environmental Protection Agency (EPA), US Department of Transportation (USDOT), Oregon Department of Environmental Quality (DEQ) and the Oregon Department of Transportation (ODOT).
4. Possess pertinent licenses, permits, registrations and/or certificates to carry out the tasks as required by this RFP.

**d. Reporting Requirements**

1. Conduct periodic program evaluation with the County and assist in preparing annual reporting for DEQ.
2. Maintain accounting records and participate in financial audits as required.
3. Provide a monthly accounting in a spreadsheet that details the costs for staffing and materials to provide each of the following services:
  - (i) Facility operation
  - (ii) Satellite collection events
  - (iii) VSQG waste handling
  - (iv) Transportation of waste for disposal from the Facility
  - (v) Disposal costs for waste from the Facility (The cost details shall be used as the basis to make payment for services provided.)
4. Coordinate with and provide suggestions to the County regarding updates to the DEQ-approved Operations Plans.

- (i) Facility operation
- (ii) Satellite collection events
- (iii) VSQG waste handling
- (iv) Transportation of waste for disposal from the Facility
- (v) Disposal costs for waste from the Facility (The cost details shall be used as the basis to make payment for services provided.)

## **2. TASK 2 - FACILITY OPERATION**

### **a. General Requirements**

1. Have the Facility open for collection at least one (1) weekday per week, and two (2) additional weekend days or weekdays per month. The specific dates will be agreed upon by the County and the Contractor (currently, every Thursday, and 1<sup>st</sup> and 3<sup>rd</sup> Tuesday). Additional days may be added at a later time, and the costs associated will be at the rates proposed.
2. Coordinate drop off of VSQG waste, and bill customers directly for those services. VSQG waste shall be kept separate from HHW and tracked separately.
3. Monitor material volumes to determine when transportation to a Transfer Storage and Disposal Facility (TSDF) will need to occur. Notify County in advance of that need. Meet with TSDF contractor at the Facility when HW is being accepted and loaded by TSDF contractor. Oversee packing methods. Sign and track manifests for wastes shipped.
4. Purchase replacement equipment and supplies as needed. Costs for consumable supplies, such as absorbents and PPE, shall be billed to the County only after the materials have been used by the Contractor.
5. Coordinate with the property owner (Republic Services) for access and work within the transfer station facility.
6. Perform routine housekeeping and maintenance of the Facility due to normal wear and tear from the Contractors Operations. Repair any damage to the facility and County equipment as a result of negligent actions of the Contractor.

### **b. Personnel Requirements**

Staff the Facility to accept materials being dropped off by residents and VSQG.

### **c. Special Requirements**

1. Ensure that all permit requirements are met, including 30-day limitation on waste accumulation (monthly waste shipments is the expectation)
2. Conform to the DEQ-approved “Marion County Household Hazardous Waste Collection Facility Operations Plan – November 2004”, and as amended.

### **d. Reporting Requirements**

1. Conduct periodic Facility audits to ensure safe conditions for storage, labeling and Facility usage.

2. Invoice the County only for actual hours worked by staff at the Facility. Staff travel time to the Facility shall not be included, and no separate payment shall be made thereof.

### **3. TASK 3 - SATELLITE EVENTS**

#### **a. General Requirements**

1. Coordinate with appropriate County staff for satellite events held within their jurisdiction.
2. Provide, set-up, and take down traffic cones and other traffic direction devices as necessary to assure safe traffic movement at the site.
3. Be responsible for the set up and take down of those portions of the collection site devoted to collection, handling, and transportation of the collected wastes.
4. Be responsible for ensuring that tents are available for all areas where materials will be unloaded, packaged, or placed to prevent contamination of rainwater, hence contamination of storm drains. If collected materials or work area ground covers are exposed to the rain, the Contractor shall contain and collect all contaminated water. If collected water is determined to be a hazardous waste, it shall be managed as a hazardous waste.
5. Supply ground cover sufficient to prevent waste and absorbent from contacting the pavement/ground and to prevent spills from entering storm drains. All waste packing areas will be surrounded with spill berms. The size of the bermed area shall be large enough to contain at least three times the volume of the largest container in the packing area.
6. Seal all storm drains at the collection sites that could potentially become contaminated due to an accidental spill.
7. Ensure that persons bringing waste to the collection event do not have to wait for more than thirty (30) minutes before the waste is unloaded from their vehicles.
8. Transport all waste from the satellite collection site for disposal at the appropriate locations.

#### **b. Personnel Requirements**

1. Provide a certified chemist and other personnel as needed to perform all duties associated with the satellite event including, but not limited to, identifying, sorting, segregating, packing and manifesting all HW received.
2. Provide a decontamination area for workers to remove their protective clothing prior to leaving the work area. No protective clothing shall be worn outside the work area, unless in response to an emergency.

#### **c. Special Requirements**

1. Conform to all local, state, and federal regulations regarding Household Hazardous Waste and very small quantity generator (VSQG).
2. Yamhill County has already established dates for their two satellite events for 2025. Successful Contractor must be able to accommodate these two dates: June 21, 2025, and September 27, 2025. Future events will then be coordinated directly between representatives from Yamhill County and the successful Contractor.

**d. Reporting Requirements**

1. Invoice the County for the satellite collection event at the rates proposed. These rates include all transportation, mobilization, labor, and equipment costs (including all personal protective equipment for staff utilized during the event).
2. Provide a written site safety and spill response plan for satellite events prior to the holding of any events.
3. Provide County with a spill response report for any spills that occur during satellite events.

**4. ADDITIONAL REQUIREMENTS**

**a. WASTE MANAGEMENT METHODS**

Contractor shall provide for the safe management of collected waste in compliance with all applicable local, State and Federal regulations. Hazardous wastes will be treated, destructively incinerated, burned for energy recovery, recycled, or disposed of at fully permitted EPA or State-approved hazardous waste treatment, storage and disposal (TSD) facilities or facilities which have been given interim approval by EPA. Exceptions may be approved by the County for reuse or disposal of certain wastes at properly licensed solid waste facilities.

**1. Waste Transportation**

All of Contractor's transporters performing under this Contract shall be licensed under State and Federal laws to transport hazardous waste. All collected waste shall be transported from the collection site to the Treatment, Storage, and Disposal (TSD) facility, between TSDs, and final waste management facilities in compliance with 40 CFR Section 263.12.

**2. Ten-Day Transfer Facilities**

Household hazardous waste, very small quantity generator (VSQG) waste, and agricultural pesticide waste may be transferred to a ten (10) day transfer facility as defined by RCRA in 40 CFR 260.10, so long as the waste is managed consistently with transfer requirements for RCRA hazardous waste found in 40 CFR 263.12. Waste can be routed through only one transfer facility in route to a permitted TSD (i.e., no transfer of waste to multiple 10-day transfer facilities).

**3. Treatment, Storage, and Disposal Facilities and Recycling Facilities**

- (i) Each TSD that handles waste under this contract must have at a minimum, an EPA/State approved RCRA interim status permit as a treatment, storage or disposal facility with EPA hazardous waste numbers for each waste the facility is permitted to handle as described in 40 CFR Part 261, Subparts 'c' and 'd.'

- (ii) Contractor agrees that no TSD or recycling facility, other than those initially approved for use under this contract, shall be used without first obtaining the written approval of the County.
- (iii) No final waste management outside of the United States shall be allowed under the Agreement without prior written County approval.
- (iv) Household hazardous waste, VSQG waste, and agricultural pesticide waste stored at a TSD must be stored consistent with facility standards for RCRA hazardous waste found in 40 CFR 264 and 265. Universal waste must be stored according to applicable requirements of CFR Part 273 and OAR 340, Division 113.
- (v) Contractor shall allow the County and /or its representative(s) access to Contractor's treatment, storage and disposal sites for inspection at any time.

**b. RECORDKEEPING AND REPORTING**

1. Provide to the County on a monthly basis, copies of records such as zip code tracking records, manifests, bills of lading, survey and Certification forms, and other documents relating to this program by the 15th day of each following month.
2. Provide County staff access to all paperwork files relating to the hazardous waste program.

**c. DOCUMENTATION AND REPORTING**

**i. Manifesting and Shipping**

- (i) A current, uniform hazardous waste manifest is required for removal of all household hazardous waste, VSQG waste, agricultural waste, and universal waste from the Facility. The Contractor shall be responsible for completing manifests before removal of waste from the site. The manifest will be reviewed and signed by the County's designated representative before waste is removed from the collection location. Manifests shall be submitted as prescribed by the State and EPA regulations. Each manifest, as well as all other required documentation or bills of lading, shall be clearly and distinctly marked to indicate the Purchaser, Purchaser's address, the date, and the location of the collection event or facility.
- (ii) An on-site waste management supplement indicating drum sizes, degree to which they are filled, and the pounds of waste in the container, shall be completed at the collection site. This shall be reviewed and initialed by the County's designated representative before waste is removed from the collection site.
- (iii) Original signed manifests, as well as all other required bills of lading, shall be returned to the County within thirty (30) days of shipment from the Facility.
- (iv) Contractor shall review and approve container labeling and load all wastes and containers in such a manner that all applicable State, local, EPA, and DOT

regulations are met. The Contractor shall provide and affix the appropriate placards to its vehicle, prior to leaving the site.

- (v) Contractor shall provide to the County on a monthly basis, copies of other records such as survey and Certification forms, and other documents relating to this program. These records and documents shall be provided by the 15th day of each following month.
- (vi) Contractor shall provide County staff access to all paperwork and computer files relating to the hazardous waste program upon request.

**ii. Certificate of Final Waste Management**

Contractor is responsible for obtaining:

- (i) All necessary documentation to prove that the final management of all waste has been accomplished. Mere acceptance of the hazardous waste at a properly permitted treatment, storage or disposal facility does not meet the definition of final waste management under this Agreement.
- (ii) Certificates of final waste management signed by a responsible disposal facility official shall be received by the County within 180 calendar days after the collection event, unless that period is extended by the County in writing. In no case shall this period be more than 365 calendar days after the collection event.
- (iii) Certificates of final waste management shall include, at a minimum, manifest number and line items (or other required documentation or bills of lading) for wastes leaving the original collection site, the date waste is sent for final waste management, the facility where waste is sent for final waste management method, and location of final waste management. The form and content of these certificates shall meet with the approval of the County. Documentation from the final waste management facility shall be attached to the certificate, and shall include the date waste was recycled, reused, used for energy recovery, treated, destructively incinerated or disposed.

**iii. Reporting Spills**

- (i) Contractor shall report to the County all spills or leaks with potential release to the environment. The initial report shall be by telephone immediately upon discovery of the spill. A written follow-up report shall be submitted to the County not later than one week after the initial telephone report. The written report shall be in narrative form and at a minimum include the following:
  - 1) Description of waste spilled, including identity, quantity, and manifest number.
  - 2) Whether amount spilled is EPA/State reportable, and the date it was reported.
  - 3) Exact time and location of spill, including a description of the area involved.
  - 4) Containment procedures initiated.
  - 5) Summary of all communications, if any, Contractor has with other government officials or the media.
  - 6) Description of clean-up procedures employed or to be employed at the site, including disposal location of spill residue.

**iv. Reporting Injuries**

Contractor shall report to the County within 24 hours any accident or occurrence resulting in injury to any person, including any subcontractor's employees, or any property damage arising out of or during the course of performance of work related to this Agreement. Contractor shall provide the County with a copy of any and all reports made by the Contractor's insurers or others of any such accidents and occurrences at the County's request.

**ii. COUNTY REQUIREMENTS.** County will provide the following:

**1. General Requirements**

- a. The Facility for use by the Contractor. This includes provision of all fixed assets necessary for Facility operations.
- b. Office space and furniture at the Facility.
- c. Promotional advertising and information regarding the Program.
- d. Educational materials about hazardous waste management to be distributed to participants at the Facility and events.
- e. A waste container at the Facility to be used for discarded solid waste and empty containers from Facility operations at no cost to Contractor. At satellite events, the event sponsor will provide this service.
- f. A certified platform scale for VSQG drop-off weighing and payment calculation.
- g. A bin for placement of cardboard for recycling at the Facility at no cost to Contractor. At satellite events, the event sponsor will provide this service.
- h. Potable water and electrical service to the Facility.
- i. A forklift. The forklift will be available for use at the Facility.

**2. Personnel Requirements**

- a. A County contact to act as a liaison between Contractor and the communities where the events are held.
- b. Personnel to help with traffic control, site set-up and participant surveys for satellite events.

**C. SPECIAL REQUIREMENTS.** All work performed under this Contract related to the operation of the permanent HHW Facility will be performed at the Salem-Keizer Recycling & Transfer Station located at 3230 Deer Park Drive SE, Salem OR.

All work performed under this Contract related to the operation of satellite events will be performed at mutually agreed upon locations within Marion, Polk, and Yamhill Counties.

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

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

**KEY PERSONS.** Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Primary Chemist: Charles Milton Stoddard

Alternate Chemists: Patrick Hymas, John Pitman, Roberta Blagg, Austin

Technicians: Chase Christie

Alternate Technicians: Clean Earth Technicians and Contingent workers with availability: All with at least 1+ years HHW experience.

Paul Bettencourt – Regional Account Manager – will assist the County with all contract issues and program planning. Together with the Pacific Northwest HHW team, Paul will work diligently to advance the County's HHW program goals by continually reviewing current program operations to identify new opportunities for cost savings, waste reduction and public outreach. Paul manages many HHW customers in Northern California and the Pacific Northwest. Specific to the Pacific Northwest he currently provides account management services to City of Seattle, Yakima County, Lewis County, Tri County and City of Tacoma.

Kaycee Zieman – Senior Customer Service Representative – is responsible for preparing orders and shipping paperwork, scheduling shipments with the transportation group, and assisting in all client service matters. Kaycee will also serve as the invoice point of contact. Kaycee currently provides customer service support to PaintCare, as well as additional HHW clients in the Pacific Northwest such as Portland Metro and Columbia Resource Company.

Lena Peterson – Customer Service Supervisor – will be available to assist Kaycee in all customer service matters. She will assist in the resolution of any customer service related issues or concerns that may arise. Lena currently provides customer service support to many HHW clients in Northern California such as the County of Santa Clara, Delta Diablo, West County Resource Recovery and Napa-Vallejo Waste Management Authority. Additionally, she oversees all customer service representatives who manage HHW accounts in California, Washington, Oregon and Idaho.

John Carpenter – Regional Director of Operations NW – will assist with all issues and concerns relating to the operations of the County's HHWW program. As Regional Director of Operations, John is available to assist with all HHW clients in the Pacific Northwest. He has directly been involved with clients such as King County, Portland Metro and Ada County.

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person,

County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

## 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 **\$1,500,000.00**.

### A. METHOD OF PAYMENT FOR SERVICES:

County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted:

#### i. Labor Rate

Position	UOM	Straight Time Rate	Overtime Rate
Chemist	Hour	\$ 57.00	\$ 86.00
Site Operations Technician	Hour	\$ 45.00	\$ 67.50
Site Operations Manager	Hour	\$ 62.00	\$ 93.00

#### ii. Materials & Supplies

Description	Unit	Price
Reconstructed Drums		
5 Gallon Drum	Each	\$ 29.00
15-20 Gallon Drum	Each	\$ 35.00
30 Gallon Drum	Each	\$ 40.00
55 Gallon Drum	Each	\$ 45.00
1 cubic yard	box	\$ 75.00
New Drums		
5 Gallon Drum	Each	\$ 36.00
15-20 Gallon Drum	Each	\$ 60.00
30 Gallon Drum	Each	\$ 85.00
55 Gallon Drum	Each	\$ 105.00
275 Gallon Tote	Each	\$ 295.00
Level D PPE	Each	\$ 46.00

#### iii. Satellite HHW Event Pricing

Number of Cars	Price Per Car	Number of Staff
200 Cars or Less	\$ 36.00	6
201 - 450 Cars	\$ 19.00	12
More than 450 Cars	\$ 18.00	16

1. Rates include up to the number of staff listed. If Contractor determines additional staff are needed based on the size of the event, additional staff will be billed at \$495 per event.
2. 200 car minimum will be billed.

iv. Other Costs

Description	Unit	Price Per Unit
Transportation Price Per Drum (55g equivalent)	Each	\$ 24.00
Energy and Insurance Fee	Total Invoice	5%
E-Manifest Fee	Each	\$ 25.00

## v. Waste Disposal Charges

Waste Type	Waste Class Code	Packing Method	Disposal Method	Container Size					
				55 DM	30 DM	15-20 DM	5 DM	Other	Other Unit of Measure
Aerosols	AF08	LO	Alternate Fuel	\$ 185.00	\$ 111.00	\$ 74.00	\$ 46.25	\$ 495.00	CYB
Acids	WAT16-A	LO	Water Treatment	\$ 170.00	\$ 102.00	\$ 68.00	\$ 42.50	N/A	
Aqueous Alkaline Solutions	WAT16-B	LO	Water Treatment	\$ 150.00	\$ 90.00	\$ 60.00	\$ 37.50	N/A	
Bases	WAT16-B	LO	Water Treatment	\$ 150.00	\$ 90.00	\$ 60.00	\$ 37.50	N/A	
Batteries - Lead Acid	REC05	BU	Recycle	N/A	N/A	N/A	N/A	\$ 0.36	Per LB
Batteries - Lithium Batteries	REC09	BU	Recycle	N/A	N/A	N/A	N/A	\$ 3.38	Per LB
Batteries - NiCad	REC11	BU	Recycle	N/A	N/A	N/A	N/A	\$ 0.49	Per LB
Batteries - Mercury	REC12	BU	Recycle	N/A	N/A	N/A	N/A	\$ 10.00	Per LB
Batteries - Carbonaire	REC16	BU	Recycle	N/A	N/A	N/A	N/A	\$ 1.49	Per LB
Batteries - Silver Chloride	REC19	BU	Recycle	N/A	N/A	N/A	N/A	\$ 10.00	Per LB
Bulk Flammable Liquids	AF01	BU	Alternate Fuel	\$ 105.00	\$ 58.00	\$ 40.00	\$ 35.00	\$ 495.00	TP275
Bulk Toxic Liquids	INC08	BU	Incineration	\$ 285.00	\$ 171.00	\$ 114.00	\$ 71.25	N/A	
Compressed gas cylinders large	REC61	LO	Recycle	N/A	N/A	N/A	N/A	\$ 24.00	Each
Compressed gas cylinders medium	REC61	LO	Recycle	N/A	N/A	N/A	N/A	\$ 24.00	Each
Compressed gas cylinders small	REC61-1	LO	Recycle	N/A	N/A	N/A	N/A	\$ 12.00	Each
Contaminated used oil (PCB's) pumped and collected from the North Marion Recycling and Transfer Station	PCB07	BU	Incineration	\$ 985.00	\$ 591.00	\$ 394.00	\$ 246.25	N/A	
Contaminated used oil (solvents, lead, etc) pumped and collected from the North Marion Recycling and Transfer Station	REC07	BU	Recycle	\$ 160.00	\$ 96.00	\$ 64.00	\$ 40.00	N/A	
Ethylene Glycol (Antifreeze)	REC08	BU	Recycle	\$ 160.00	\$ 96.00	\$ 64.00	\$ 40.00	N/A	
Fire extinguishers	LF07	LO	Landfill	\$ 290.00	\$ 174.00	\$ 116.00	\$ 72.50	N/A	
Flammable Sludge or Tar	AF06	LO	Alternate Fuel	\$ 150.00	\$ 90.00	\$ 60.00	\$ 37.50	\$ 559.00	CYB
Hazardous refrigerant (e.g. ammonia) containing appliances (picked up from the North Marion Recycling and Transfer Station)	REC38	LO	Recycle	N/A	N/A	N/A	N/A	\$ 202.50	Each

Mercury Compounds	REC04-H1	LO	Recycle	\$ 1,650.00	\$ 1,275.00	\$ 995.00	\$ 834.75	N/A	
Mercury Contained in Manufactured Articles	REC14	BU	Recycle	\$ 4,450.00	\$ 1,995.00	\$ 1,050.00	\$ 575.00	N/A	
Mixed Acid Waste	WAT16-A	LO	Water Treatment	\$ 170.00	\$ 102.00	\$ 68.00	\$ 42.50	N/A	
Non-Processable Paint Related Material	AF06	LO	Alternate Fuel	\$ 150.00	\$ 90.00	\$ 60.00	\$ 37.50	\$ 559.00	CYB
Non-RCRA Liquids	LF06	LO	Landfill	\$ 95.00	\$ 57.00	\$ 38.00	\$ 35.00	N/A	
Non-RCRA Solids	LF06	LO	Landfill	\$ 95.00	\$ 57.00	\$ 38.00	\$ 35.00	N/A	
Oxidizers	STAB06-6	LO	Stabilization	\$ 975.00	\$ 585.00	\$ 390.00	\$ 243.75	N/A	
PCB Ballasts	PCB01	LO	Incineration	\$ 1,250.00	\$ 695.00	\$ 375.00	\$ 292.50	N/A	
Pesticide Liquids	INC14-F	LO	Incineration	\$ 235.00	\$ 141.00	\$ 94.00	\$ 58.75	\$ 875.00	CYB
Pesticide Solids	INC14-F	LO	Incineration	\$ 235.00	\$ 141.00	\$ 94.00	\$ 58.75	\$ 875.00	CYB
Poisons/Toxics	INC14-F	LO	Incineration	\$ 235.00	\$ 141.00	\$ 94.00	\$ 58.75	\$ 875.00	CYB
Propane (BBQ grill size)	REC61	LO	Recycle	N/A	N/A	N/A	N/A	\$ 24.00	Each
Propane (small lantern size bottles)	REC61-1	LO	Recycle	N/A	N/A	N/A	N/A	\$ 12.00	Each
Reactives & Organic Peroxides	INC15	LO	Incineration	N/A	N/A	N/A	\$ 145.00	N/A	
C02 Cylinders	REC63	LO	Recycle	N/A	N/A	N/A	N/A	\$ 27.00	Each
Aceytylene Cylinders	REC64	LO	Recycle	N/A	N/A	N/A	N/A	\$ 27.00	Each
Oxygen Cylinders	REC65	LO	Recycle	N/A	N/A	N/A	N/A	\$ 34.00	Each
MAPP Gas	REC64	LO	Recycle	N/A	N/A	N/A	N/A	\$ 27.00	Each
Nitrous Oxide Cylinders	REC95	LO	Recycle	N/A	N/A	N/A	N/A	\$ 34.00	Each
Freon Cylinders	REC38	LO	Recycle	N/A	N/A	N/A	N/A	\$ 81.00	Each
Light tubes	REC06	BU	Recycle	N/A	N/A	N/A	N/A	\$ 0.86	Per LB
CFL Bulbs	REC42	BU	Recycle	N/A	N/A	N/A	N/A	\$ 1.90	Per LB
Poison/Adhesive Aerosols	INC02	LO	Incineration	\$ 295.00	\$ 177.00	\$ 118.00	\$ 73.75	\$ 875.00	CYB

The Contractor may request to add products to its Contract at any time during the term of the Contract. The request must contain the name of the product, waste class code, packing method, disposal method, container size, and other information and costs associated with the product(s). The Contractor shall submit the following product information in writing for approval by Marion County Public Works Contract Specialist. Requests must be submitted to:

Marion County Public Works  
PWContracts@co.marion.or.us  
5155 Silverton Rd NE  
Salem, OR 97305

The Contractor may request a unit price increase once per year, reflecting increase in operating or raw material costs, by submitting a request to the Marion County Public Works Contract Specialist, including sufficient price documentation to substantiate the request. The adjustment must be based on the United States Department of Labor Bureau of Labor Statistics, West Region Consumer Price Index (all items), All Urban Consumers (CPI-U), West Size Class B/C, 12-month available as of July 1 of the second and third years of the Agreement. Any such increase shall not exceed the greater of CPI or 3% of the previous year's rate.

<https://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm>

- B. BASIS OF PAYMENT FOR SERVICES. Contractor shall invoice for services provided, including labor and equipment for both Facility operation and conducting satellite events. Provide details for staffing and materials to provide each of the following services:
  - Facility operation, including staff and materials
  - Satellite collection events
  - Very small quantity generator (VSQG) waste handling
  - Transportation of waste for disposal from the Facility
  - Disposal costs for waste from the Facility, delineated by waste type and quantity.
- C. EXPENSE REIMBURSEMENT. No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.
- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

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

**Marion County**  
**Attn: Public Works Department, Andrew Johnson**  
**5155 Silverton Rd NE**  
**Salem, OR 97305**  
**PWAP@co.marion.or.us**