



OREGON

*"Delivering Excellence Everyday"*

## MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, April 1, 2026  
Board Session 9:00 a.m.

Senator Hearing Room  
555 Court Street NE, Salem

### PUBLIC COMMENT

#### PROCLAMATION

##### HEALTH AND HUMAN SERVICES

**1.** Consider approval of a proclamation designating the month of April 2026 as Child Abuse Prevention Month in Marion County. –Sid Venkatachalam

**2.** Consider approval of a proclamation designating the week of April 6-12, 2026, as National Public Health Week in Marion County. –Kailey Knospe and Katie Rude

#### CONSENT

##### FINANCE

**3.** Approve an order for the delegation of authority to execute the U.S. Bank Multi-Service Agreement (MSA) and related appendices.

##### HEALTH AND HUMAN SERVICES

**4.** Approve Amendment #1 to the Contract for Services with Kay L. Dieter, MD, to add \$800,000 for a new not-to-exceed contract total of \$1,550,000 to continue to provide medical assessment and supervision for adult mental health clients in accordance with the individual's personal care plan through May 31, 2028.

##### PUBLIC WORKS

**5.** Receive notice of the hearings officer's decision approving Administrative Review Case #25-049 / Brian and Stephanie Traeger.

**6.** Approve a quitclaim deed to grantee CVP – Lancaster T5, LLC, to extinguish the Utility/Vision Easement described as Tract 2, in Reel 2010, Page 415, of the Marion County Deed Records.

7. Approve the Engineering and Related Services Contract with Sno-Engineering, Inc., dba, SE Group that utilizes federal funding in the amount of \$242,300 for the development of a comprehensive Recreation Management Plan (RMP) for the Little North Fork, Santiam River Corridor through December 30, 2028.

8. Approve the Construction Contract with North Santiam Paving Company in the amount of \$560,233 of which an estimated \$502,697 will utilize federal funding and an estimated \$57,536 will utilize county funding to provide construction services including landscaping, electrical, asphalt paving, and temporary traffic control for the North Fork Road Improvements Project through March 31, 2027.

9. Approve an incoming funds State Funds Grant Agreement for Technical Assistance with the Oregon Watershed Enhancement Board (OWEB) to accept grant funding in the amount of \$142,888 to be utilized for a streamside evaluation and countywide assessment of riparian shade conditions through March 31, 2029.

*Revised 4/1/2026: Motion made and approved to move item from Consent to Action.*

## ACTION

None.

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

None.

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

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



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: Wednesday, April 1, 2026 9:00am

Department: Health & Human Services

Title: Child Abuse Prevention Month Proclamation

Management Update/Work Session Date: 2/10/2026 Audio/Visual aids

Time Required: 10 Contact: Samantha Andress Phone: x4903

Requested Action: Approve a proclamation to designate April as Child Abuse Prevention Month in Marion County.

Issue, Description & Background: April is nationally recognized as Child Abuse Prevention Month. As part of the Child Abuse Prevention Month Planning Committee, MCHHS has led the 2026 efforts bringing together community partners, agencies, and advocates to collaboratively plan and implement county-wide activities during Child Abuse Prevention Month. The committee works to ensure efforts are well-coordinated, visible and with a shared focus on raising awareness, strengthening partnerships, and promoting the prevention of child abuse across Marion County.


Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Powerpoint, Proclamation

Presenter: Sid Venkatachalam

Department Head Signature: Ryan Matthews Digitally signed by Ryan Matthews Date: 2026.03.17 10:55:40 -07'00'



**EVERYONE** has a role  
in preventing  
child abuse

Child Abuse Prevention Month • April 2026

# Marion County Child Abuse Prevention Month Planning Committee

- Boys & Girls Club of Salem, Marion & Polk Counties
- CASA of Marion County
- Center for Hope & Safety
- City of Salem
- Family Building Blocks
- Liberty House
- Marion County Health & Human Services
- Marion County Sheriff's Office
- Marion & Polk Early Learning Hub
- Mid-Willamette Valley Community Action Agency
- Salem Angels
- Salem-Keizer Public Schools
- Salem Leadership Foundation
- Salem Police Department
- The Salvation Army Kroc Center
- Valor Mentoring
- YMCA of Marion and Polk Counties

## 2024 by the numbers

**8,242**

Founded CPS assessments  
for abuse

**11,669**

Victims involved  
(in founded assessments)

**814**

Victims in  
Marion County

**35.9%**

Victims age 5  
or younger

# Imagine a community that focuses on prevention

- Recognize the importance of parents, family members, friends, teachers, coaches, mentors, and other safe adults.
- Enjoy spending time building relationships with the children in your lives.
- Learn how to talk to children about body safety, boundaries, healthy touch, and identifying safe adults.





## Imagine a community that focuses on prevention

- Get trained to recognize potential signs and react responsibly to concerns of abuse.
- Support organizations and join in community efforts focused on strengthening families.

**Prevention happens when you  
become AWARE and then ACT.**

# Ways to help - practical steps

- Be a nurturing parent (attention & warmth matter).
- Be available - build the relationship that makes asking for help easier.
- Get involved: volunteer, coach, or mentor.
- Help a friend, neighbor, or relative who is overwhelmed.
- Talk about body safety, boundaries, and healthy touch.
- Trust your intuition. Speak up when something seems off.
- Report suspected abuse or neglect (don't investigate on your own) to 855-503-SAFE (7233).
- Seek professional help when families or children need support.

# WHAT WILL YOU DO?

Pick one step to take this month:

- Start (or restart) regular check-ins with a child in your life.
- Learn the signs and how to respond responsibly to concerns.
- Share prevention messages (wear blue, post, invite others)
- Support local organizations strengthening families.



EVERYONE has a role in preventing child abuse.

Thank you for your doing YOUR part!



[ParentfortheFuture.com](http://ParentfortheFuture.com)



BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of proclaiming the month of April )  
2026 as Child Abuse Prevention Month in )  
Marion County. )

**PROCLAMATION**

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on April 1, 2026.

WHEREAS, the health and viability of our community is dependent upon the investment in our most vulnerable children; and

WHEREAS, in 2024, of all completed CPS assessments in Oregon, 8,242 were founded for abuse and involved 11,669 victims (35.9% were 5 years old and younger), of which 814 were victims in Marion County; and

WHEREAS, we encourage all members of the community to become aware of the issues involved in the prevention of harm to young people so that the next generation will be safe, strong and successful; and

WHEREAS, by strengthening families and providing safe, stable, and nurturing environments that are free from violence, abuse, and neglect, opportunities are created for children's optimal growth and success, ensuring a secure future for our communities, where the needs of children are a priority, and the needs of families are met; and

WHEREAS, the Marion County Board of Commissioners asks everyone to join together as individuals, organizations, and government agencies to protect our children and prevent child abuse in our community; now therefore

IT IS HEREBY PROCLAIMED that the month of April 2026 is Child Abuse Prevention Month in Marion County.

DATED at Salem, Oregon, this 1st day of April 2026.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: April 1, 2026

Department: Health & Human Services

Title: Proclamation for National Public Health Week

Management Update/Work Session Date: 3/10/2026 Audio/Visual aids

Time Required: 10 Contact: Samantha Andress Phone: x4903

Requested Action: Adopt proclamation declaring April 6-12, 2026 as National Public Health Week.

Issue, Description & Background: Marion County Public Health is dedicated to promoting and protecting the health of residents across the county. Our division provides a wide range of programs and services, including Communicable Disease, Environmental Health, Health Promotion and Prevention, Emergency Preparedness, and Clinical Preventive Services. In recognition of National Public Health Week 2026, we will feature the theme Building a Healthier Tomorrow, reflecting our commitment to prevention, partnership, and forward-focused public health efforts. This theme highlights the collective work of our public health workforce and our ongoing efforts to support the health and well-being of all who live, work, and gather in Marion County.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Presentation, Proclamation

Presenter: Kailey Knospe, Katie Rude

Department Head Signature: Ryan Matthews Digitally signed by Ryan Matthews Date: 2026.03.18 11:20:16 -07'00'

# National Public Health Week

April 6-12, 2026

**Building a Healthier Tomorrow**



*Marion County*  
OREGON

Health & Human Services

HHS' Public Health Division works collaboratively with our community to promote and protect the health of the public and to achieve optimal health through prevention, education, and care.

# What is Public Health?

- An evidence-based field that strives to give everyone a safe place to live, learn, work & play (APHA, n.d.).
- Public health promotes and protects the health of people and their communities.
- Made up of professionals from many fields, all working together to support the health of our community.





# NATIONAL **PUBLIC HEALTH** WEEK

This year's theme for National Public Health Week is “**Building a Healthier Tomorrow**”

At Marion County, improving community health is an ongoing, collective effort shaped by data, driven by prevention, and strengthened through collaboration across programs.

# Public Health Clinic and Communicable Disease

## • Services:

- Case management and treatment of TB
- HIV and STI testing and treatment
- Education and outreach
- Investigation of infectious diseases and outbreaks

## • OHP Navigators:

- **50 clients** completed an OHP application
- **60 clients** were connected to a primary care provider



# WIC & ECN

## Women, Infants, and Children (WIC)

- Nutrition education
- Breastfeeding support
- Access to healthy foods
- Promotes healthy growth and development

## Early Childhood Nursing (ECN)

- Home visiting services
- Developmental screenings
- Parent education and resource connection
- Guidance navigating the health system



# Health Promotion & Prevention

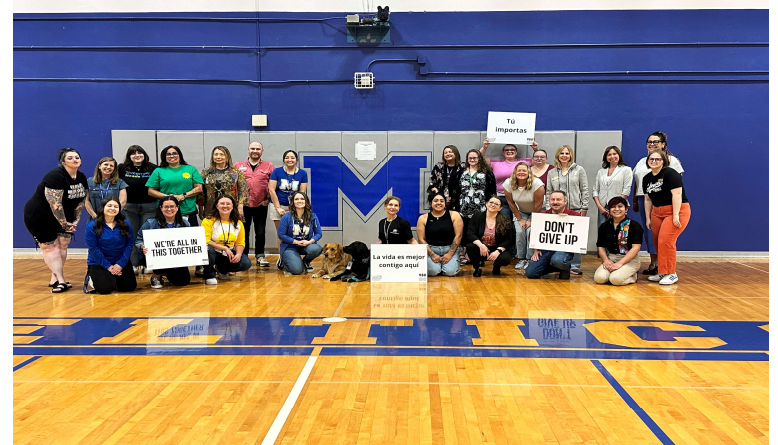
## Program Areas:

- Opioid Prevention
- Drug & Alcohol Prevention
- Mental Health Promotion
- Tobacco Prevention & Education
- Problem Gambling
- Environmental Resiliency

## Highlight: Mental Health Promotion

It's Real program with middle and high school students

Sources of Strength with middle school students



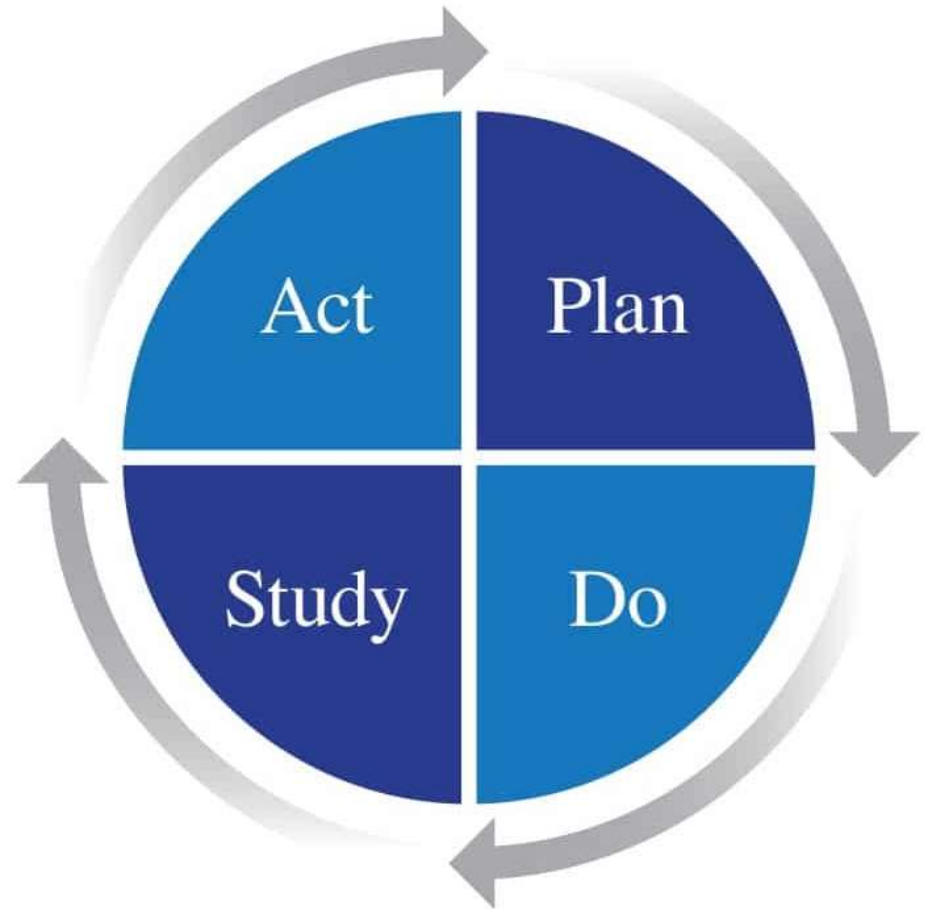


## Environmental Health

- Protecting our community by ensuring food, water, and recreational environments are safe
- In 2025, the team conducted more than 5,000 inspections, including:
  - 1,799 restaurants
  - 586 mobile units
  - 70 pools & 60 spas
  - 284 schools
  - 78 childcare facilities
  - 105 water system alert follow-ups

# Quality Improvement

- Public Health uses Performance Management to monitor progress toward goals and identify areas for improvement
- We participate in Quality Improvement projects where we use the Plan-Do-Study-Act model
- We identify the root cause of an issue and make changes to improve our processes and customer service
- Recent projects include simplifying the check-in process at the Front Desk and reducing wait times for WIC appointments.





Every day, our Public Health team works to protect Marion County residents from disease, promote healthy choices, and respond to emergencies.

We are proud to serve our community and happy to share our work with you!

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

In the matter of proclaiming the week of April 6<sup>th</sup> – 12<sup>th</sup>, 2026, as National Public Health Week in Marion County.

### PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, April 1<sup>st</sup>, to proclaim April 6<sup>th</sup> – 12<sup>th</sup>, as National Public Health Week in Marion County.

**WHEREAS**, communities around the nation observe the first full week of April as National Public Health Week; and

**WHEREAS**, Marion County’s theme for National Public Health Week in 2026 is “Building a Healthier Tomorrow”; and

**WHEREAS**, Marion County is committed to building a healthier community, where all residents have the opportunity to live fulfilling and meaningful lives; and

**WHEREAS**, the Early Childhood Nursing Program and WIC support families through regular assessments and education on pregnancy, parenting, nutrition, safety, and child development;

**WHEREAS**, the Communicable Disease program and the Public Health Clinic safeguard against the spread of disease in the community and provide testing and immunizations;

**WHEREAS**, Emergency Preparedness ensures residents are prepared to prevent, respond, and recover from emergencies or serious incidents;

**WHEREAS**, the Environmental Health Program enforces health and safety regulations and keeps our drinking water safe;

**WHEREAS**, the Health Promotion and Prevention Program engages and empowers communities to choose healthy behaviors, prevent chronic disease, and promote health and wellness;

**WHEREAS**, Marion County Health and Human Services continues to promote the health and well-being of county residents; now therefore,

***It is hereby proclaimed*** that the week of April 6<sup>th</sup> – 12<sup>th</sup>, 2026, is National Public Health Week in Marion County.



DATED at Salem, Oregon this 1<sup>st</sup> day of April 2026.

**MARION COUNTY BOARD OF COMMISSIONERS**

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

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

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



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: 04/01/26

Department: Finance

Title: US Bank General Banking Services 2026

Management Update/Work Session Date: 03/17/26 Audio/Visual aids

Time Required: 5 min Contact: Jeff White Phone: 503-373-4433

Requested Action: Consider approval of the Board Order and related attachments

Issue, Description & Background: Marion County has used US Bank since 2013 (as the result of an RFP) as the County's primary bank for receipts and disbursements of county funds. After the original contract expired, the contract source has been through a cooperative contract with the City of Salem. The attached documents will allow for the continued use of the City of Salem's cooperative agreement. The documents are as follows:  
1) A Board Order approving the US Bank Agreement and all related attachments and designates authorized signers.  
2) An Addendum to the US Bank Master Services Agreement and Marion County.  
3) A Multi-Service Agreement with US Bank  
4) Appendix A-1 for the Marion County Master Account

Financial Impacts: There is no direct cost to the county for US Bank services per the attached agreements. Bank fees are deducted from account analysis credits, generally resulting in net \$0 in cost. However, millions of dollars of county funds are processed in and out of US Bank as the primary bank account for all county funds.

Impacts to Department & External Agencies:

List of attachments: See Issue, Description & Background section

Presenter: Jeff White

Department Head Signature: JDWhite Digitally signed by JDWhite Date: 2026.03.18 10:20:21 -07'00'

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

In the matter of delegation of authority to        )  
execute the US Bank Multi-Service                )  
Agreement and related Appendices                )

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

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting April 1, 2026, to delegate authority to execute the US Bank Multi-Service Agreement (MSA); and

WHEREAS Marion County has used and desires to continue to use US Bank as its primary depository for banking and treasury functions for the county through an addendum to the City of Salem US Bank Master Services Agreement dated March 25, 2025; and

WHEREAS the MSA designates Sam Brentano, Marion County Treasurer, and Jeff White, Chief Financial Officer, as contract signers and provides them the authority to transact the county’s banking and treasury business as needed; and

WHEREAS the MSA Appendix A-1 designates Sam Brentano, Jeff White and Jessica Paler as authorized account signers for the Master Account: and

WHEREAS the MSA Appendix A-1 designates Kevin Cameron, Danielle Bethell, Colm Willis and Jessica Paler as authorized account signers for the Disbursement Account: and

WHEREAS the MSA Appendix B-1 designates Sam Brentano, Marion County Treasurer and Jeff White, Chief Financial Officer as authorized Treasury Management signers; and

WHEREAS, Time is of the essence and the board seeks to delegate authority to execute the MSA and related appendices; now, therefore

IT IS HEREBY ORDERED that the above-referenced designations in the MSA and its appendices are approved. These designations are for the purpose of transferring county funds when otherwise approved and do not create independent spending authority.

IT IS HEREBY FURTHER ORDERED that the US Bank Multi-Service Agreement and the attachments and addendum thereto may be executed by any one or more of the Marion County Commissioners, Chief Administrative Officer, Treasurer, and Chief Financial Officer as appropriate.

DATED at Salem, Oregon, this 1<sup>st</sup> day of April, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

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Chair

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Commissioner

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Commissioner



## Multi-Service Agreement (MSA)

Customer Tax Identification Number: [REDACTED]

[REDACTED]

Customer hereby agrees as follows. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s).

### **DEPOSIT ACCOUNTS:**

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's non-exclusive banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms are hereby incorporated herein by reference and shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names appear in Appendix A (individually, an "Account Signer") is hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and is also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

### **TREASURY MANAGEMENT SERVICES:**

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services. Customer agrees that its use of any Treasury Management Services shall be governed by the Services Agreement, which is hereby incorporated herein by reference.

6. Any one (1) of the persons whose names appear in Appendix B (individually, a “Treasury Management Signer”) is each authorized and empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

**MONEY CENTER AND SAFEKEEPING SERVICES:**

7. Any one (1) of the persons referenced in Appendix M (individually, a “Money Center Signer”) is each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank’s Money Center division (the “Money Center”) and any securities custodial business through the Bank’s Safekeeping Department (the “Safekeeping Department”), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as “Money Center Services” and “Safekeeping Services”, respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

**FOREIGN EXCHANGE SERVICES:**

8. Bank is authorized by Customer to enter into foreign exchange transactions as may be applicable. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other agreements and disclosures provided or made available to Customer (and/or executed by Customer and Bank from time to time) shall govern foreign exchange transactions between Customer and Bank. When Bank offers or enters into a foreign exchange transaction with Customer, it does so on an arms’-length basis, and not as its agent, advisor or fiduciary unless otherwise expressly agreed in writing. Foreign exchange rates depend on a host of factors and conditions in Bank’s discretion, include a spread or amount aimed to compensate Bank for its services, and are subject to fluctuation which can at times be significant. Bank accepts no liability for its foreign exchange rates, including without limitation any direct or indirect consequential, incidental, punitive, special or exemplary losses or costs. Customer agrees to provide documentation and information requested by Bank from time to time in order to facilitate the processing of foreign exchange transactions, and Customer acknowledges that its failure to do so in a timely manner may result in delays at Customer’s cost.

**FOREIGN CURRENCY ACCOUNTS:**

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names appear in Appendix C (individually, a "Foreign Currency Account Signer") is hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

**OTHER SERVICES:**

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

**GENERAL:**

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Master Services Agreement, Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or on behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.
14. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

**CERTIFICATIONS:**

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that:

- Based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same;
- He or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf;
- Customer has taken all action required by its resolutions and other organizational documents, records, or agreements to authorize the individuals listed below or in any Appendix hereto to act on behalf of Customer in all transactions contemplated under this MSA; and
- The Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers are public officials to and now hold the offices of Customer set opposite their respective names.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: \_\_\_\_\_  
 Print name: Jeff White  
 Print title: Chief Financial Officer  
 Email address: JDWhite@co.marion.or.us  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print name: Samuel Brentano  
 Print title: Treasurer  
 Email address: SBrentano@co.marion.or.us  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Print title: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
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Signature: \_\_\_\_\_  
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 Print name: \_\_\_\_\_  
 Print title: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Print title: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Date: \_\_\_\_\_

**For U.S. Bank use:**

Review: \_\_\_\_\_ Validation Method: \_\_\_\_\_ TL Review \_\_\_\_\_ Imaged: \_\_\_\_\_

**Marion County Addendum to  
U.S. BANK MASTER SERVICES AGREEMENT (the “MSA”)**

between

**U.S. BANK NATIONAL ASSOCIATION (“BANK”)**

and

**MARION COUNTY (“CUSTOMER”)**

**RECITALS**

WHEREAS, the MSA is established pursuant to Oregon Revised Statute 279A.215 and Marion County Public Contracting Rule 10-0430 and is a Permissive Cooperative Procurement.

WHEREAS, the City of Salem issued a competitive Request for Proposal (RFP 245063) for General Banking Services on August 27, 2024, which closed on October 11, 2024.

WHEREAS, U.S. Bank National Association submitted a proposal dated October 11, 2024, in response to the City of Salem’s RFP 245063.

WHEREAS, the City of Salem and U.S. Bank National Association entered into a master services agreement for general banking services effective March 25, 2025 (the “City of Salem MSA”), which may be used by other public contracting agencies pursuant to ORS 279A.200 to 279A.225.

WHEREAS, Marion County wishes to engage U.S. Bank National Association to provide the services set forth in the MSA pursuant to the City of Salem MSA.

THEREFORE, Bank and Customer agree to the MSA as amended by this Addendum as follows:

1. Add the following new Section 14 to the MSA:

**14. Documents and Order of Precedence.** This MSA includes and incorporates the following documents which are listed in order of precedence:

- Marion County Addendum to this MSA
- This MSA
- The City of Salem MSA which includes and incorporates the following documents:
  - City of Salem’s Addendum to the City of Salem MSA
  - The Supporting Documents:
    - The City of Salem’s Request for Proposals #245063, together with any documents incorporated by reference therein, and
    - U.S. Bank National Association’s complete written Proposal dated October 11, 2024.

2. Add the following new Section 15 to the MSA:

**15. Term and Termination.**

- This MSA is effective from the date of execution on behalf of Bank as set forth on the signature page (the “Effective Date”) and expires on June 30, 2029.
- The parties may extend the term of this MSA for no more than five additional years through June 30, 2034, upon mutual written consent of the parties.
- The parties may terminate this MSA by mutual agreement at any time.
- Either party may terminate this MSA:
  - For any reason on 30 days written notice to the other party, or
  - For cause upon providing written notice to the other party of not less than 15 days and if the cause is not cured within that 15-day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

3. Add the following new Section 16 to the MSA:

**16. Required Insurance**

Bank shall maintain at Bank’s expense the insurance specified in this section prior to performing under this MSA and shall maintain it in full force and at its own expense throughout the duration of this MSA. Bank shall maintain 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 Customer:

- Workers Compensation. All employers, including Bank, 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).
- Commercial General Liability. Bank shall provide Commercial General Liability insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to Customer. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. This coverage shall include Marion County, its officials, officers, agents and employees as additional insureds, but only with respect to Bank’s activities to be performed under this MSA. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Bank shall provide proof of insurance of not less than the following amounts as determined by Customer:
  - \$1,000,000 per occurrence limit for any single claimant; and
  - \$2,000,000 per occurrence limit for multiple claimants.

Bank shall provide to Customer certificate(s) of insurance for all required insurance before performing any Services under this MSA. Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured. Bank shall pay for all deductibles, self-insured retention and self-insurance, if any. There shall be no cancellation or non-renewal of insurance coverage(s) without 30 days written notice from Bank or its insurer to County.

4. Add the following new Section 17 to the MSA:

**17. Notice**

Except as otherwise expressly provided in this MSA, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Bank or to Customer 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. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative. Any communication or notice mailed shall be deemed delivered five (5) days after mailing.

**To Bank:**

U.S. Bank National Association  
Attn: James Stamm  
900 SW 5<sup>th</sup> Avenue  
Portland, OR 97204  
Email: james.stamm@usbank.com

With COPY to:  
Institutional Client Group  
Attn: Government Banking West  
Email: GBDWestCCRSupport@usbank.com

**To Customer:**

Marion County Contracts and Procurement Manager  
555 Court Street NE, Suite 4247  
Salem, OR 97301  
Email: PO\_Contracts@co.marion.or.us

Except as modified by this Addendum, the MSA remains in full force and effect according to its terms. To the extent this Addendum and the MSA conflict, this Addendum shall control.



## Appendix A-1: new account or change in account signer(s)

### Customer information

Customer name: Marion County Treasurer Tax ID number: [REDACTED]

New account  Change in authorized account signers

### Account information

Account name	Account number	Tax ID number
<u>Marion County Treasurer - Master Account, Marion County, Oregon</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

### New account signers

Name	Title	Email address
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

### Delete account signers

Name	Email address	Name	Email address
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

### Existing account signers

Provide the names and email addresses of existing authorized account signer(s).

Name	Email address	Name	Email address
<u>Jessica Paler</u>	<u>JLPaler@co.marion.or.us</u>	<u> </u>	<u> </u>
<u>Jeff White</u>	<u>JDWhite@co.marion.or.us</u>	<u> </u>	<u> </u>
<u>Samuel Brentano</u>	<u>SBrentano@co.marion.or.us</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

**Customer approval**

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

The Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the additional Authorized Account Signer(s) and to delete any Existing Authorized Account Signer(s); and they are authorized to complete this Appendix A-1 for each Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above. Account Signer may execute this Appendix A-1 to add an account(s) for Customer if the Existing Authorized Signers remain the same. Otherwise, this Appendix A-1 must be executed by a Contract signer. This Appendix A-1 becomes effective only after U.S. Bank receives and has time to modify its records to reflect the changes noted herein.

Signature: \_\_\_\_\_ Email address: JDWhite@co.marion.or.us  
Print name: Jeff White Date: \_\_\_\_\_  
Print title: Chief Financial Officer

**For U.S. Bank use**

Authorized signer is related to Multi-Service Agreement (MSA) dated: \_\_\_\_\_  
Review: \_\_\_\_\_ Validation method: \_\_\_\_\_ TL review: \_\_\_\_\_ Imaged: \_\_\_\_\_



## Appendix A-1: new account or change in account signer(s)

### Customer information

Customer name: Marion County Treasurer Tax ID number: [REDACTED]  
 New account  Change in authorized account signers

### Account information

Account name	Account number	Tax ID number
<u>Marion County Treasurer - Disbursement Account, Marion County, Oregon</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

### New account signers

Name	Title	Email address
<u>Jeff White</u>	<u>Chief Financial Officer</u>	<u>JDWhite@co.marion.or.us</u>

### Delete account signers

Name	Email address	Name	Email address
<u>Jessica Paler</u>	<u>JLPaler@co.marion.or.us</u>		

### Existing account signers

Provide the names and email addresses of existing authorized account signer(s).

Name	Email address	Name	Email address
<u>Kevin Cameron</u>	<u>KCameron@co.marion.or.us</u>		
<u>Danielle Bethell</u>	<u>DBethell@co.marion.or.us</u>		
<u>Colm Willis</u>	<u>CWillis@co.marion.or.us</u>		

**Customer approval**

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

The Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the additional Authorized Account Signer(s) and to delete any Existing Authorized Account Signer(s); and they are authorized to complete this Appendix A-1 for each Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above. Account Signer may execute this Appendix A-1 to add an account(s) for Customer if the Existing Authorized Signers remain the same. Otherwise, this Appendix A-1 must be executed by a Contract signer. This Appendix A-1 becomes effective only after U.S. Bank receives and has time to modify its records to reflect the changes noted herein.

Signature: \_\_\_\_\_ Email address: JDWhite@co.marion.or.us  
Print name: Jeff White Date: \_\_\_\_\_  
Print title: Chief Financial Officer

**For U.S. Bank use**

Authorized signer is related to Multi-Service Agreement (MSA) dated: \_\_\_\_\_  
Review: \_\_\_\_\_ Validation method: \_\_\_\_\_ TL review: \_\_\_\_\_ Imaged: \_\_\_\_\_



## Appendix B-1: change in authorized treasury management signer(s)

### Customer information

Customer name: Marion County Treasurer Tax ID number: [REDACTED]

### New treasury management signers

Name	Title	Email address

### Delete treasury management signers

Name	Email address	Name	Email address

### Existing treasury management signers

Provide existing authorized signers, other than those new authorized signers listed above.

Name	Email address	Name	Email address
<u>Jeff White</u>	<u>JDWhite@co.marion.or.us</u>		
<u>Samuel Brentano</u>	<u>SBrentano@co.marion.or.us</u>		

### Customer approval

The Contract Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Treasury Management Signer(s); and they are authorized to complete this Appendix B for Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above.

Signature: \_\_\_\_\_ Email address: JDWhite@co.marion.or.us  
 Print name: Jeff White Date: \_\_\_\_\_  
 Print title: Chief Financial Officer

### For U.S. Bank use

Authorized signer is related to Multi-Service Agreement (MSA) dated: \_\_\_\_\_  
 Review: \_\_\_\_\_ Validation method: \_\_\_\_\_ TL review: \_\_\_\_\_ Imaged: \_\_\_\_\_



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 04/01/2026

Department: Health & Human Services

Title: Professional Medical Supervision Services

Management Update/Work Session Date: 03/17/2026 Audio/Visual aids [ ]

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

Requested Action: Approval of Amendment to Contract Between MCHHS and Kay Dieter, MD for Professional Medical Supervision.

Issue, Description & Background: Dr. Dieter provides medical assessment and supervision of MCHHS Adult Mental Health clients in accordance with the Individual's Personal Care Plan. Amendment 1 would extend the term of the agreement for two more years, through May 31, 2028.

Financial Impacts: Increase of \$800,000.00 for two additional years. Health and Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: N/A

List of attachments: Amendment 1, Original

Presenter: Carol Heard

Department Head Signature: Ryan Matthews

# Contract Review Sheet

Contract for Services

**HE-5746-23 - Am1**

Title: Professional Medical Supervision

Contractor's Name: Kay L. Dieter, MD

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: December 20, 2023

Expires: May 31, 2028

Original Contract Amount: \$ 750,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 800,000.00

New Contract Total: \$ 1,550,000.00

Amd% 107%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Dr. Dieter shall provide medical assessment and supervision of MCHHS Adult Mental Health clients in accordance with the Individual's Personal Care Plan.

Amendment 1 - extend term to May 31, 2028 [May 31, 2026] and add additional funds of \$800,000.00 for a total contract value of \$1,550,000.00.

Desired BOC Session Date: 4/1/2026

Contract should be in DocuSign by: 3/11/2026

Agenda Planning Date: 3/19/2026

Printed packets due in Finance: 3/17/2026


Management Update: 3/17/2026


BOC upload / Board Session email: 3/18/2026

BOC Session Presenter(s) Carol Heard


Code: Y

**REQUIRED APPROVALS**

DocuSigned by:  
  
2A951B5756514CF  
2/19/2026  
Finance - Contracts Date

Signed by:  
  
A38C58E8078E42B  
2/24/2026  
Contract Specialist Date

Signed by:  
  
80C98A6E708240B  
2/20/2026  
Legal Counsel Date

DocuSigned by:  
  
DC16351248DE4EC  
2/20/2026  
Chief Administrative Officer Date



**Marion County**  
OREGON

**AMENDMENT 1 to HE-5746-23**  
**the CONTRACT FOR SERVICES**  
**between**  
**MARION COUNTY and KAY L. DIETER, MD**

This is Amendment 1 to the Contract for Services (as amended from time to time, the “Contract”), dated December 20, 2023 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Kay L. Dieter, MD, hereafter called Contractor.

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

**1. TERM**

This Contract expires on May 31, 2028, ~~May 31, 2026~~, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County. ~~The parties may extend the term of this Contract provided that the total Contract term does not extend beyond May 31, 2028.~~

**2. CONSIDERATION**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,550,000.00 ~~\$750,000.00~~.

**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 \$1,550,000.00 ~~\$750,000.00~~.

A. METHOD OF PAYMENT FOR SERVICES:

County shall pay Contractor \$210.00 ~~\$196.00~~ per hour up to but not in excess of \$1,550,000.00 ~~\$750,000.00~~ for completing all Services required under this Contract.

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 next page*

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature:  DocuSigned by: Ryan Matthews  
7D28A787656F458... 2/19/2026

Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  DocuSigned by: Jan Fritz  
DC16351248DE4EC... 2/20/2026

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  Signed by: Scott Norris  
60C98A6F708240B... 2/20/2026

Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  DocuSigned by: Chalyn McDonald  
2A951B5756514CF... 2/19/2026

Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

**KAY L. DIETER, MD SIGNATURE**

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

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 1, 2026

Department: Public Works

Title: Receive notice of the Hearings Officer decision approving Administrative Review 25-049/Brian and Stephanie Traeger

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

Time Required: 0 min Contact: John Speckman Phone: 503-566-4174

Requested Action: Receive notice of the Hearings Officer decision approving Administrative Review 25-049/Brian and Stephanie Traeger

Issue, Description & Background: The Marion County Hearings Officer held a duly noticed hearing on the application on February 19, 2026. The Hearings Officer issued a decision on March 17, 2026, approving Administrative Review 25-049. As part of the land use process, the Marion County Board of Commissioners must receive official notice of the decision.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: HO Decision

Presenter: John Speckman

Department Head Signature: [Handwritten Signature]

**BEFORE THE MARION COUNTY HEARINGS OFFICER**

In the Matter of the Application of ) Case No. 25-049  
 )  
Brian and Stephanie Traeger ) **ADMINISTRATIVE REVIEW**

**ORDER**

**I. Nature of the Application**

This matter came before the Marion County Hearings Officer on the Application of Brian and Stephanie Traeger for an administrative review to place a lot-of-record dwelling on a 5-acre parcel in an EFU (Exclusive Farm Use) zone located in the 9900 block of 114<sup>th</sup> Ave., Mt. Angel (T6S; R1W; Section 8DA; Tax lot 1100).

**II. Relevant Criteria**

The standards and criteria relevant to this Application are found in the Marion County Code (MCC), Title 17, especially MCC 17.136 (Exclusive Use Zone) and MCC 17.136.030(E) (Lot of Record Dwelling).

**III. Hearing**

A public hearing was held on this matter on February 19, 2026. At the hearing, the Planning Division file was made a part of the record. The following persons appeared and provided testimony:

- |    |               |                                 |
|----|---------------|---------------------------------|
| 1. | John Speckman | Marion County Planning Division |
| 2. | Norm Bickell  | Representative for Applicants   |

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

**IV. Executive Summary**

Applicants request an administrative review to place a lot-of-record dwelling on a 5-acre parcel in an EFU (Exclusive Farm Use) zone located in Mt Angel. The property is buffered by from farm uses by roads and a river. The unique qualities of the parcel, including size, topography, utility easements, floodplains, right of ways, access to the parcel, and rural residential development create an undue hardship for this parcel to be managed for farm use and render farm use impracticable on the parcel.

The cumulative impact analysis indicates that this application is for what is likely the last dwelling that could possibly be approved outside of a farm-related dwelling in this 2,000-acre area, and therefore, could not materially alter the stability of the overall land use pattern.

Applicants have met the burden of satisfying the applicable standards and criteria to place a lot-of-record dwelling on a 5-acre parcel in an EFU zone located in the 9900 block of 114<sup>th</sup> Ave, Mt Angel, and the hearings officer GRANTS the application, subject to certain conditions of approval necessary for the public health, safety and welfare.

#### V. Findings of Fact

The hearings officer, after careful consideration of the testimony and evidence in the record, issues the following findings of fact:

1. This matter is the Application of Brian and Stephanie Traeger for an administrative review to place a lot-of-record dwelling on a 5-acre parcel in an EFU (Exclusive Farm Use) zone located in the 9900 block of 114<sup>th</sup> Ave, Mt Angel (T6S; R1W; Section 8DA; Tax lot 1100.) Applicants is proposing to place a lot of record dwelling on the subject parcel.
2. The subject property is located at the corner of 114<sup>th</sup> Ave NE and Saratoga Dr NW, where Saratoga becomes Hook Rd NE to the Southeast. The property is bordered northwest by the Pudding River, and the 100-year floodplain of the river extends inland up to 75 feet from the water's edge. The Pudding River and the two roads shape this parcel into a triangular shape of approximately 5 acres. The parcel is currently vacant. The property was the subject of measure 37 claim M06-0325 that was reviewed under Measure 49 as E133717, and was ultimately denied. The parcel contains a large square pond and a utility easement for powerlines along its eastern side.
3. Adjacent properties in all directions are zoned EFU. Large scale, commercial agricultural operations with associated farm dwellings are located to the north, west, and south of the subject property. A 9-lot subdivision on the western edge of the Evergreen Golf Course is located to the east of the subject property. The subdivision and golf course predate land use planning. The City of Mt. Angel is approximately three-quarters of a mile east of the subject property.
4. Marion County Soil Survey shows that the soils on the subject parcel are 100% high value soils, but approximately 13% of the surface area is water which makes the total percent of the parcel with high value soils approximately 87%. The breakdown is as follows:

37.4%	Woodburn silt loam, 0 to 3 percent slopes	(Class 2)
34.1%	Newberg fine sandy loam	(Class 2)
13.5%	Cloquato silt loam	(Class 2)
13.1%	Water	
1.9%	McBee silty clay loam	(Class 2)
5. Various agencies were contacted and given an opportunity to comment. The following comments were received:

Marion County Land Development, Engineering, and Permitting (LDEP) requested the following be included:

ENGINEERING REQUIREMENTS

- A. An Access Permit will be required. Selection of an acceptable driveway access location will need to be field-verified by MCPW Engineering that optimizes available intersection sight distance about the adjacent roadway horizontal curvature while also taking into account spacing from the intersection. It is recommended to apply for an Access Permit prior to application for building permits as this may have bearing on homesite layout.
- B. Transportation System Development Charges (TSDCs) and Parks fee will be assessed upon application for building permits.
- C. Utility service extensions from the public right-of-way require permits from PW Engineering.

Marion County Building Inspection commented: “No Building Inspection concerns. Permit(s) are required to be obtained prior to the development of structure(s) and/or utilities installation on private property.”

Marion County Septic Division commented: “Conditions of approval: A Site Evaluation is required.”

All other contacted agencies either failed to comment or stated no comment.

**VI. Additional Findings of Fact and Conclusions of Law**

- 1. Applicants have the burden of proving all applicable standards and criteria are met. As explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390 at 394-95 (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 whole record, that it is more likely than not that each criterion is met. If the evidence for any criterion is equally likely or less likely Applicants have not met their burden, and the application must be denied. If the evidence for every criterion is in Applicants’ favor, then the burden of proof is met.

2. Marion County Code (MCC)17.136.030(E) allows a lot of record dwelling subject to meeting specific standards and criteria. The lot of record dwelling criteria for the Exclusive Farm Use zone include:

- (1) *The lot or parcel on which the dwelling will be sited was lawfully created and acquired and owned continuously by the present owner:*
  - (a) *Since prior to January 1, 1985; or*
  - (b) *By devise or intestate succession from a person who acquired and had owned continuously the lot or parcel since prior to January 1, 1985.*
  - (c) *“Owner”, as the term is used in this section only, includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, or grandchild of the owner or business entity owned by any one or combination of these family members.*

The property was purchased by Joseph J. and Gladys Traeger as evidenced by a 1952 deed recorded in Volume 440 on Page 321. The parcel has remained in the Traeger family continuously since 1952. The current owners are Brian and Stephanie Traeger. Brian Traeger is the grandson of Joseph Traeger. The parcel meets the standard set forth in MCC 17.136.030(E)(1)(b) and (c). The criterion is met

- (2) *The tract on which the dwelling will be sited does not include a dwelling.*

The subject parcel does not contain a dwelling. The criterion is met.

- (3) *The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, and no dwelling exists on another lot or parcel that was part of that tract.*

The subject parcel was not part of a tract on November 4, 1993. The criterion is met.

- (4) *When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract are consolidated into a single lot or parcel when the dwelling is allowed.*

This parcel is not a part of a tract. The criterion does not apply.

- (5) *The request is not prohibited by, and complies with, the Comprehensive Plan and other provisions of this ordinance, including but not limited to floodplain, greenway, and big game habitat area restrictions.*

The northwestern boundary of the subject parcel is the Pudding River, and there is mapped 100-year floodplain along the southern bank of the pudding on this parcel. The Applicants do not propose any development within the floodplain, ample space for siting the proposed lot-of-record dwelling exists outside of the floodplain. There are no mapped wetlands, greenway, or big game habitat area on the parcel. The subject parcel and proposed dwelling will comply with the provisions of the EFU zone, which implement the standards of the Primary Agriculture designation in the Marion County Comprehensive Plan. The criterion is met.

(6) *The proposed dwelling will not:*

- (1) *Exceed the facilities and service capabilities of the area.*
- (2) *Create conditions or circumstances contrary to the purpose of the special agriculture zone.*

The proposed dwelling would rely upon a well and septic to provide water and sewer services. This will require permitting through Marion County Septic and the Oregon Department of Water Resources. The parcel is served by the Mt. Angel Fire Department and the Marion County Sheriff's Office. The parcel is bounded on two sides by public right of ways and has sufficient space from which to access the property. The proposed dwelling will not exceed the facilities and service capabilities of the area.

The purpose of the Exclusive Farm Use zone is for preservation of farmland areas of high value soils where the existing land use pattern is primarily devoted to agricultural use. This is an accurate description of the greater area around the subject parcel, but not necessarily the parcel itself, nor the residential neighborhood and golf course located directly east across 114<sup>th</sup>. The property is buffered by roads and a river from any farm uses.

Lot of record dwellings are a permitting use in the EFU zone, subject to standards being addressed in these criteria. If all criteria of MCC 17.136.030(D) are met, the proposed lot of record dwelling would not create conditions or circumstances contrary to the purpose of EFU zone. The criterion is met.

(7) *A lot-of-record dwelling approval may be transferred by a person who has qualified under this section to any other person after the effective date of the land-use decision.*

Applicants' representative has acknowledged this criterion. The criterion is met.

(8) *The County Assessor shall be notified that the county intends to allow the dwelling.*

Applicants' representative has acknowledged this criterion, and it shall be a condition of approval. The criterion is met.

- (9) *The lot or parcel on which the dwelling will be sited is not high-value farmland as defined in Section 137.130(D); or*

The subject parcel is located on high-value farmland. This criterion does not apply.

- (10) *The lot or parcel on which the dwelling will be sited is high-value farmland as defined in MCC 17.137.130(D)(2) or (3) and:*

The lot consists primarily of a mix of Class 2 soils (Woodburn silt loam, Newberg fine sandy loam, and Cloquato silt loam) and is not listed in MCC 17.137.130(D)(2) or (3). This criterion does not apply.

- (11) *The lot or parcel on which the dwelling is to be sited is high-value farmland as defined in MCC 17.137.130(D)(1) and:*

a. *The hearings officer determines that:*

- i. *The lot or parcel cannot practicably be managed for farm use, by itself or in conjunction with other land, due to extraordinary circumstances inherent in the land or its physical setting that do not apply generally to other land in the vicinity. For the purposes of this section, this criterion asks whether the subject lot or parcel can be physically put to farm use without undue hardship or difficulty because of extraordinary circumstances inherent in the land or its physical setting. Neither size alone nor a parcel's limited economic potential demonstrate that a lot or parcel cannot be practicably managed for farm use. Examples of extraordinary circumstances inherent in the land or its physical setting include very steep slopes, deep ravines, rivers, streams, roads, railroad or utility lines or other similar natural or physical barriers that by themselves or in combination separate the subject lot or parcel from adjacent agricultural land and prevent it from being practicably managed for farm use by itself or together with adjacent or nearby farms. A lot or parcel that has been put to farm use despite the proximity of a natural barrier or since the placement of a physical barrier shall be presumed manageable for farm use; and*

The subject parcel has relatively steep topography sloping north towards the river. The woods closest to the river are within the mapped 100-year floodplain. A large easement for power transmission, and a square pond almost a quarter-acre further restrict the use of the land for commercial agricultural purposes. These qualities are some of those listed in this criterion as the extraordinary circumstances inherent in the land that prevent that land from being practicably managed for farm use, either by itself or together with adjacent or nearby farms.

The subject parcel is isolated from other properties in farm use by the Pudding River, Saratoga Drive NE, and 114<sup>th</sup> Avenue NE. The southeastern corner of the property is the relatively busy intersection of 114<sup>th</sup> Avenue NE and Saratoga Drive NE. The topography under 114<sup>th</sup> Avenue NE obscures vision of the intersection at a distance when driving south, even though the road is straight along the eastern edge of the subject parcel.

Saratoga Drive on the other hand is curving to the south while driving east upon it over the bridge across the Pudding River and towards the intersection with 114<sup>th</sup>. This section of Saratoga Drive makes up the center portion of a long arc as Saratoga Drive becomes Hook Road NE, southeast of the intersection. Both Saratoga Drive and 114<sup>th</sup> Avenue are classified as "Minor Collector" roads and are relatively busy compared to a local road.

Across 114<sup>th</sup> Avenue NE are nine clustered parcels each with dwellings adjacent to the Evergreen Golf Course to the east of these dwellings. This rural neighborhood is unusually dense for the area and the zone, creating greater traffic than is typical for this zone which is primarily devoted to agricultural uses. The type of frequent access that would be required to farm the subject parcel in conjunction with some other separate lands would be hindered by these roads that border the parcel due to the existing traffic pattern, topography, and shape.

The unique combination of issues regarding topography, utility easements, floodplain, significant right of ways, access to the parcel itself by farm equipment, and rural residential development in this area creates an undue hardship for this parcel to be managed for farm use. The unique combination of factors inherent in the location of the parcel creates a physical barrier rendering farm use impracticable. The criterion is met.

- ii. *The use will not force a significant change in or significantly increase the cost of farm or forest practices on surrounding lands devoted to farm or forest use; and*

The primary way this proposal could affect neighboring farms is by increasing traffic. The traffic increase, however, will be that of a single-family dwelling, in an area that already has a relatively dense residential development, which is along a Minor Collector Road that is more than sufficient to handle the additional trips per day made by a family living in the proposed dwelling.

The existing farm operations in the area are buffered from the subject parcel by the Pudding River and Saratoga Rd. The access to, and location of, a potential homesite on the subject parcel would be in the southeastern quadrant, directly across the street from the relatively dense development pattern adjacent to the golf course. Beyond the road and river buffer, the site plan shows that the dwelling will be more than 200 feet from any neighboring farm operation, as required for non-farm dwellings. This setback is greater than the distance between several neighboring non-farm dwellings and adjacent farmland. The existence of one more house along 114<sup>th</sup> Avenue, as proposed by this application, poses no risk of significantly changing or increasing the cost of farm or forest practices on the surrounding EFU zoned lands. The criterion is met.

- iii. *The dwelling will not materially alter the stability of the overall land use pattern in the area. To address this standard, the following information shall be provided:*
- (A) *Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, and why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or non-resource uses shall not be included in the study area;*
- (B) *Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, non-farm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of non-farm/lot-of-record dwellings that could be approved under subsection (D) of this section and MCC 17.137.050(A), including identification of predominant soil classifications and parcels created prior to January 1, 1993. The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible non-farm dwellings under this provision;*
- (C) *Determine whether approval of the proposed non-farm/lot-of-record dwellings together with existing non-farm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential non-farm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase, lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area.*

Applicants submitted a cumulative impact analysis with a 2000-acre study area map that was initially provided by Marion County Planning. The purpose of the cumulative impact analysis is to determine whether the proposed dwelling would force a significant change in, or significantly increase the cost of, farm or forest practices on surrounding lands devoted to farm or forest use and materially alter the stability of the overall land use pattern in the area. The first portion of this is addressed in the previous criterion (MCC 17.136.030(E)(11)(a)(ii)) above.

Applicants' representative has defined, through the cumulative impacts analysis, what the broad types of farm uses are, the number, location, and type of existing dwellings, the dwelling development trends since 1993, and the potential future developments of lot-of-record and/or non-farm dwellings. The range of the study area is south and west of the Urban Growth Boundary (UGB) for the City of Mt. Angel. It encompasses an area entirely within the EFU zone.

Applicants produced the map with annotations of the locations of class IV – VI soils, as well as an annotated spreadsheet of parcels in the study area. Applicants' representative identified 74 parcels in the study area, and screened them for soil quality, dwellings present, contiguity to adjacent owned land containing a dwelling, and removed parcels inadvertently included in the study area. Many of these parcels in the study area are primarily devoted to agricultural use, with associated farm dwellings. A total of 46 of these parcels have dwellings. The primary crops produced on the large farm operations in the area are hazelnuts and grass seed.

Of the initially inventoried 28 vacant parcels, there were 4 in public ownership and 4 outside the actual study area, which were therefore removed from consideration. Of the 20 remaining, 7 were in contiguous ownership to a parcel with a dwelling which renders them ineligible for a lot-of-record dwelling. All the 13 remaining individual vacant parcels consist of high value soils, which makes them ineligible for a non-farm dwelling. Only three of these 13 parcels have been under the same ownership since prior to January 1, 1985, according to tax assessor data. Two of these three parcels are contiguous and could not both be approved for lot-of-record dwellings. Furthermore, these two parcels are in use for hazelnut orchards indicating that farm use is practicable upon them and that they would not be able to meet the criteria required for a lot-of-record dwelling on high value soils.

The final remaining parcel is the subject parcel, which appears to be the only parcel in the 2000-acre study with potential to meet the criteria for either a non-farm or lot-of-record dwelling on high value soils. This application is for what is likely the last dwelling that could possibly be approved outside of a farm related dwelling in this 2,000-acre area. It, therefore, could not materially alter the stability of the overall land use pattern characterized by a mix of large and productive commercial farm operations, farm dwellings, and a rare and relatively dense neighborhood of dwellings around a golf course.

Applicants' representative posits that the proposed lot-of-record dwelling will not materially alter the stability of the land use pattern in the area and will not make it more difficult for existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase, lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area. The development of all possible lot-of-record dwellings and non-farm dwellings appears to only include this proposal, and the single proposed dwelling would not alter the existing development pattern of the last 30-years, nor make

it more difficult for the operation of farms that exist within the study area. The criterion is met.

(b) *The county shall provide notice of the application for a dwelling allowed under this subsection to the Oregon Department of Agriculture.*

Marion County shall provide this notice. The criterion is met.

3. Marion County Planning Staff recommends approval of the proposal based on the existing record, and recommend certain conditions be applied if the Applicants' application is approved. Applicants' representative indicated that Applicants accept the proposed conditions of approval.
  - A. Applicants shall obtain all permits required by the Marion County Building Inspection Division.
  - B. A Site Evaluation from Marion County Septic is required.
  - C. Applicants shall meet the requirements of MCC 17.136 for the EFU (Exclusive Farm Use) zone.
  - D. The County Assessor shall be notified that the county intends to allow the dwelling.
  - E. Applicants will record a Farm/Forest Declaratory Statement acknowledging the need to avoid activities that conflict with nearby farm and forest uses and practices.

## **VII. Order**

It is hereby found that Applicants have met their burden of providing the applicable standards and criteria for approval of an application for an administrative review to place a lot-of-record dwelling on a 5-acre parcel in an EFU (Exclusive Farm Use) zone located in the 9900 block of 114<sup>th</sup> Ave., Mt. Angel (T6S; R1W; Section 8DA; Tax lot 1100).

Therefore, the Administrative Review application is APPROVED subject to the following conditions subject to the following conditions which are necessary for the public health, safety and welfare.

- A. Applicants shall obtain all permits required by the Marion County Building Inspection Division.
- B. A Site Evaluation from Marion County Septic is required.
- C. Applicants shall meet the requirements of MCC 17.136 for the EFU (Exclusive Farm Use) zone.

- D. The County Assessor shall be notified that the county intends to allow the dwelling.
- E. Applicants will record a Farm/Forest Declaratory Statement acknowledging the need to avoid activities that conflict with nearby farm and forest uses and practices.

### **VIII. Appeal Rights**

An appeal of this decision may; be taken by anyone aggrieved or affected by this Order. An appeal must be filed with the Marion County Clerk (555 Court Str. NE, Suite 2130, Salem, Oregon by 5:00 p.m. on the 1<sup>st</sup> day of April, 2026. The appeal must be in writing, must be filed in duplicate, must be accompanied by a payment of \$500, and must state wherein this order fails to confirm to the provisions of the applicable ordinance. If the Board denies the appeal, \$300 of the appeal fee will be refunded.

DATED at Salem, Oregon this 17<sup>th</sup> day of March, 2026.



Jill F. Foster  
Marion County Hearings Officer

**CERTIFICATE OF MAILING**

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

Brian and Stephanie Traeger  
9900 block of 14114<sup>th</sup> Avenue  
Mt. Angel, OR 97362

Norman Bickell  
Consultant  
2232 42<sup>nd</sup> Avenue SE  
Salem, OR 97317

City: Mt. Angel (via email)  
5 N Garfield St.  
Mount Angel, OR 97362

Area Advisory Committee 7:  
ijsinn@gmail.com  
James Sinn  
3168 Cascade Hwy NE  
Silverton, OR 97381

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

Aileen Kaye  
10095 Parrish gap Rd. SE  
Turner, OR 97392

1000 Friends of Oregon  
133 SE 6<sup>th</sup> Avenue  
Portland, OR 97214

Pudding River Watershed Council (via email)  
anna@puddingriverwatershed.org  
cleanpuddingriver@gmail.com

**County Agencies Notified:**

Assessor's Office (via email)  
assessor@co.marion.or.us

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

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

Fire District: (via email)  
Mt. Angel  
mafd@mtangelfire.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

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

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

Addressing:  
Gillian Peden

School District: (via email)  
Schmidt\_gayle@mtangel.k12.or.us

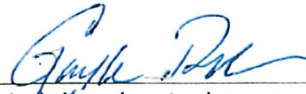
Code Enforcement (via email)

CGoffin@co.marion.or.us

State Agencies Notified:

hillary.foote@state.or.us

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 17th day of March, 2026 and that the postage thereon was prepaid.



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Administrative Assistant to the  
Hearings Officer



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 4/1/2026

Department: Public Works

Title: Quitclaim an Easement at 3271 Lancaster Drive NE

Management Update/Work Session Date: 12/2/2025 Audio/Visual aids

Time Required: 5 minutes Contact: Kent Inman Phone: 4316

Requested Action: Approve and sign a Quitclaim Deed extinguishing the Utility/Vision Easement described as Tract 2 in Reel 2010, Page 415 of the Marion County Deed Records.

Issue, Description & Background: Ryan Ramey representing CVP-Lancaster T5, LLC, the owner of property at 3271 Lancaster Drive NE has requested Marion County to consider extinguishing the Utility/Vision Easement described as Tract 2 in Reel 2010, Page 415 of the Marion County Deed Records, as it interferes with the proposed development of the property. This easement will be replaced by a public right-of-way dedication and public utility easement through the recording of a partition. The Marion County Engineer and Traffic Engineer support extinguishing the Utility/Vision Easement as it is no longer needed. The extinguishment will be by Quitclaim Deed to CVP-Lancaster T5, LLC and will be recorded with, but just before, the partition plat. The County Surveyor will coordinate and present the documents to the County Clerk for recording.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Quitclaim Deed

Presenter: Kent Inman

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.03.17 15:52:57 -07'00'





MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: 4/1/2026

Department: Public Works

Title: North Fork Comprehensive Recreation Management Plan - Professional Services AE Agreement

Management Update/Work Session Date: 03/17/2026 Audio/Visual aids

Time Required: 10 minutes Contact: Carl Lund Phone: 503-566-3984

Requested Action: Approve Contract PW-6845-26 with SE Group in the amount of \$242,300.00 for the development of the North Fork Recreation Management Plan.

Issue, Description & Background: Marion County staff, in cooperation with partner agencies from USDA Forest Service – Willamette National Forest, Oregon Department of Forestry, and the Northwest Oregon District Bureau of Land Management issued a Request for Proposals from qualified consultants for the development of a Comprehensive Recreation Management Plan (RMP) for the Little North Fork Santiam River Corridor. The RMP will guide the development, management, and enhancement of recreational opportunities while ensuring the sustainability and protection of natural and cultural resources while providing a recreation experience to meet the needs of current and future visitors, landowners, and the land management agencies.

Financial Impacts: The total amount for this AE Professional Services Agreement is \$242,300.00. Funding for this project is provided through Opal Creek Wilderness Economic Development Project # C2023713.

Impacts to Department & External Agencies: Agencies shall work collaboratively in accordance with the Letter of Agreement.

List of attachments: PW-6845-26 Contract

Presenter: Carl Lund

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.02.24 17:17:35 -08'00'

# Contract Review Sheet

A&E Standard Prof Svcs Agmnt

**PW-6845-26**

Title: North Fork Corridor Comprehensive Recreation Management Plan

Contractor's Name: Sno-Engineering, Inc.

Department: Public Works Department

Contact: Janet Wilson

Analyst: Kathleen George

Phone #: (503) 566-4139

Term - Date From: Execution

Expires: December 30, 2028

Original Contract Amount: \$ 242,300.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 242,300.00 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 30-0220 Formal Selection A&E

PW1597-25

## Description of Services or Grant Award

Marion County Public Works Department (County), in collaboration with USDA Forest Service-Willamette National Forest (WNF), Oregon Department of Forestry (ODF), and the Bureau of Land Management (BLM), is working to develop a Comprehensive Recreation Management Plan for the Little North Fork Santiam River Corridor (North Fork Corridor).

Desired BOC Session Date: 4/1/2026

Contract should be in DocuSign by: 3/11/2026

Agenda Planning Date: 3/19/2026

Printed packets due in Finance: 3/17/2026

Management Update: 3/17/2026

BOC upload / Board Session email: 3/18/2026

BOC Session Presenter(s) Carl Lund

Code: Y

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_

Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

**MARION COUNTY  
ENGINEERING AND RELATED SERVICES CONTRACT  
Contract Number: PW-6845-26**

<b>Project Title: North Fork Corridor Comprehensive Recreation Management Plan</b>	<b>County Project Number: 106304</b>
<b>Project Location: North Fork Corridor</b>	<b>Associated RFP Number: PW1597-25</b>
<b>Total Not-to-Exceed (“NTE”) amount for this Contract.</b> This total includes all allowable costs and expenses, profit, and fixed-fee amount, if any.	<b>\$ 242,300.00</b>

This Contract is between Marion County, hereafter called “County” and Sno-Engineering, Inc, dba SE Group, a corporation, hereafter called “Consultant.” County and Consultant together are also referred to as “Parties” and individually referred to as “Party.” The primary contacts for this Contract are identified in Exhibit F, Contact Information and Key Persons.

For purposes of this Contract:

- a) “business days” means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) “calendar days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) “Engineering” Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications-based selection procedures (see Marion County Public Contracting Rules section 30-0110); and
- d) “Related Services” has the meaning provided in Marion County Public Contracting Rules section 10-0110.

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

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

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

Assistance Listing Number (ALN) #(s): of federal funds to be paid through this Grant: 10.726.

**TERMS AND CONDITIONS**

- 1. Contract Effective Date and Term.** This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the County. Unless otherwise amended or terminated, this Contract shall expire **December 30, 2028**.
- 2. Statement of Work.** Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the “Services”). The required schedule for performance under the Contract is specified in the Statement of Work.
- 3. Compensation.** The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in

the table above and detailed further in Exhibit B, Compensation. County reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation.

**4. Contract Exhibits.** This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A – Statement of Work
- Exhibit B – Compensation
- Exhibit C – Insurance
- Exhibit D – Special Terms and Conditions
- Exhibit E – Errors & Omissions (“E&O”) Claims Process
- Exhibit F – Contact Information and Key Persons
- Exhibit G – Required Federal Terms and Conditions

**5. Order of Precedence.** Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence: this Contract (including all amendments, if any) less all Exhibits, attachments and other documents/information incorporated into this Contract, then the Statement of Work and Payment Schedule, then all other Exhibits, then any other attachments or documents/information incorporated into this Contract by reference.

**6. Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Consultant Oversight.**

- a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although County reserves the right (i) to determine the delivery schedule (as mutually acceptable to County and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of County.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to County disclosing the conflict(s).
- c. Consultant shall be responsible for all Federal or State of Oregon (“State”) taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to County whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to County any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect County or a particular project.

**7. Subcontracts and Assignment; Successors and Assigns**

- a. Consultant shall obtain County's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or

interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions County may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as “subconsultant”) to comply with Sections 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 27 and 29 of these Contract provisions, the limitations of **Exhibit B - Compensation**, and the requirements and sanctions of ORS Chapter 656, Workers’ Compensation, in the performance of the subcontractor’s Services on the project that is the subject of the Contract, as if the subcontractor were the Consultant. County’s consent to any subcontract shall not relieve Consultant of any of its duties or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.

- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection “a.” above is void.

**8. Third Party Beneficiaries.** There are no third-party beneficiaries of the Contract.

**9. Representations and Warranties.** Consultant represents and warrants to County that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

**10. Professional Standard of Care; Responsibility of Consultant; Design Within Funding Limit**

**a. Professional Standard of Care.**

Consultant shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

**b. Responsibility of Consultant.**

- (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.
- (ii) County’s review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to County in accordance with applicable law for all damages to County caused by Consultant’s negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
- (iii) The rights and remedies of County provided for under the Contract are in addition to any other rights and remedies provided by law.
- (iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

**c. Reserved.**

**11. Ownership of Work Product**

**a. Definitions.** The following terms have the meanings set forth below:

- (i) “Consultant Intellectual Property” means any intellectual property owned by Consultant and developed independently from the Contract.
- (ii) “Third Party Intellectual Property” means any intellectual property owned by parties other than County or Consultant.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to County pursuant to the Contract.

- b. Work Product.** All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of County. County and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to County any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon County's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in County. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.
- c. Consultant and Third Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to County under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by County to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of County to authorize contractors, consultants and others to do the same on County's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the County. At the request of Consultant, County shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).
- d. Consultant and Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of County to authorize others to do the same on County's behalf.
- e. Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A – Statement of Work, County hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

**12. Confidentiality and Non-Disclosure.** Consultant and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by the County, by law, or by this Contract. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall immediately notify County of such subpoena or other legal process, provide County

with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with County in the event County decides to oppose the disclosure of the Confidential Information. In the event County decides not to oppose such subpoena or other legal process or County's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

### 13. **Indemnity**

- a. **Claims for Other Than Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless County, and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its sub-consultants, subcontractors, agents, or employees under this contract.
- b. **Claims for Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless County, and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature arising out of the professionally negligent acts, errors or omissions of Consultant or its sub-consultants, subcontractors, agents, or employees in the performance of professional services under this contract, if Consultant's liability or fault is determined by adjudication, alternative dispute resolution, or by settlement agreement in an amount not exceeding Consultant's proportionate liability or fault.
- c. **Indemnity for Infringement Claims.** *Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the County and its officers, agents, and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the County by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, County shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the County (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with County specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County.*
- d. **Defense Qualification.** *Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the County, without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The County may any time and at its election and expense, assume their own defense and settlement.*
- e. **County's Acts or Omissions.** *This section 13 does not include indemnification by Consultant of the County or its officers, agents and employees, for the acts or omissions of the County or its officers, agents and employees, whether within the scope of the Contract or otherwise.*

14. **Insurance.** Consultant shall carry insurance as required on **Exhibit C**.

### 15. **Termination**

- a. **Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate the Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.
- c. **County's Right to Terminate for Cause.** County may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as County may establish in such notice, upon the occurrence of any of the following events:

- (i) In the event the Board of Commissioners of the COUNTY, in the exercise of its reasonable discretion, reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Consultant agrees to abide by any such decision including termination of service;
  - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or County is prohibited from paying for such Services from the planned funding source;
  - (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
  - (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 10 calendar days after County's notice to Consultant, or such longer period as County may specify in such notice.
- d. Cessation of Services.** Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County's request, Consultant shall surrender to anyone County designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by County to complete the Services.
- e. Consultant's Right to Terminate for Cause.**
- (i) Consultant may terminate the Contract by giving written notice to County if County fails to pay Consultant pursuant to the terms of the Contract and if County fails to cure within 15 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
  - (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if County commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 30 calendar days after Consultant's notice to County, or such longer period as Consultant may specify in such notice.
- f. Remedies.**
- (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered and accepted by County up to the time of termination, less previous amounts paid and any claim(s) which County has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current Fiscal Year. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to County upon demand.
  - (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), County shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).

**16. Records Maintenance; Access.** For not less than ten (10) years after the Contract's expiration or termination, County, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than seven (7) years or until all litigation is resolved, whichever is longer. Consultant shall provide

County and the other entities referenced above with full access to these records in preparation for and during litigation.

**17. Performance Evaluations.** County will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by County, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). County will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. County may adjust evaluation score(s) upon County's finding of good cause. County may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. County may use Consultant performance under previous contracts as a selection criterion for future contracts.

**18. Compliance with Applicable Law.** Consultant shall comply with all federal, state and local laws, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. County's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to County under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request County to resolve the conflict. Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If County concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by County shall be final and not subject to further review or challenge.

**19. Permits and Licenses**

- a. Permits and licenses to conduct business.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and licenses required by law for Consultant to conduct its business and perform the Services under the Contract.
- b. Permits and licenses required for the project.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), but County shall pay for such permits and licenses. Consultant shall review the project site, if applicable, and the nature of the Services that Consultant shall perform under the Contract. Consultant shall advise County throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

**20. Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

**21. Force Majeure.** Neither County nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Consultant, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

**22. Survival.** All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.

**23. Time is of the Essence.** Consultant agrees that time is of the essence in Consultant's performance of its obligations under the Contract.

**24. Notice.** Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or County at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. **The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice.** Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator or Consultant's representative, as applicable.

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

**26. Dispute Resolution and Errors & Omissions Claims Process.** In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

- a. Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit E**, Errors & Omissions Claims Process.
- b. Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.

**27. Governing Law; Venue; Consent to Jurisdiction.** The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the County in which the Project is located; provided, however, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh

Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

**28. Amendments.** County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Consultant. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

**29. False Claims**

- a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act ([ORS 180.750 to 180.785](#)<http://uscode.house.gov/>) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.
- b. Consultant shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed:
  - (i) A violation of the Oregon False Claims Act; or
  - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

**30. Merger Clause; Waiver; Interpretation.** The Contract, including everything incorporated by reference, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

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## CONSULTANT CERTIFICATIONS

### A. Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:

- (1) Consultant has provided its correct TIN to County;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- (3) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

### B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Contract and that:

- (1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County, a mitigation plan has been approved by County.
- (4) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (5) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Contract is fully executed, and Notice-To-Proceed has been issued by County.
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**Counterparts:** The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**MARION COUNTY SIGNATURES:  
BOARD OF COMMISSIONERS:**

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

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

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

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

**CONSULTANT SIGNATURE(S)**

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

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

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

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

## EXHIBIT A – STATEMENT OF WORK

### A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

The consultant shall work collaboratively with the “Agencies” comprised of staff from Marion County (County), USDA Forest Service – Willamette National Forest (WNF), Oregon Department of Forestry (ODF), and the Northwest Oregon District Bureau of Land Management (BLM) to develop an interagency, comprehensive Recreation Management Plan (RMP) for the North Fork Corridor. The agencies strive to provide a seamless recreation experience that meets the needs of current and future visitors to the corridor, private landowners and the land management agencies. The RMP will guide the development, management, and enhancement of recreational opportunities while ensuring the sustainability and protection of natural and cultural resources.

The purpose of this project is to:

1. Identify desired recreation uses and experiences for the North Fork corridor.
2. Identify and prioritize existing and new recreational needs and opportunities, including future site investment needs and opportunities.
3. Recommend strategies to improve recreation experiences and minimize impact on natural and cultural resources. Includes a visitor use management plan.
4. Ensure stakeholder and community engagement throughout the planning process.
5. Develop an operational framework for shared operations and maintenance in the corridor.
  - a. Identify opportunities for efficient and shared fee collection, staffing, operations, maintenance, and communications.
  - b. Outline the legal mechanism/authorities for shared management agreements needed to implement the framework.

**General Expectation.** Consultant commits to provide professional services and oversee and direct the management of the project to obtain the greatest long-term value for the government, and to promote prudent expenditure of public funds within the constraints of the project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the project as a whole; (ii) use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract, and (iii) apprise County throughout the project concerning any issues or decisions with potential economic impact to the project.

### County Responsibilities

The County shall act as contract administrator.

### Acronyms and Definitions

County	Marion County
Agencies	Project committee comprised of staff from County, WNF, BLM and ODF.
WNF	USDA Forest Service – Willamette National Forest
BLM	Northwest Oregon District Bureau of Land Management
ODF	Oregon Department of Forestry
RMP	Recreation Management Plan
SCORP	Statewide Comprehensive Outdoor Recreation Plans
VUM	Visitor Use Management

### B. STANDARDS and GENERAL REQUIREMENTS.

#### 2. Software and Format Requirements

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, PDF, etc.) and must be fully compatible with version used by County.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg, .tif, .shx, .pdf, .shp and .dbf GIS data file formats unless specified differently by County.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by County software, requiring no modification or translation of Consultant's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

### **3. Professional Licenses, Registrations and Qualifications**

- Consultant and its subconsultants must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- County may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

### **4. General Requirements**

- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to County, as well as any other materials where professional standards require such seal and signature.
- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and County policies and procedures for the Services under the Contract.

### **C. REVIEW, COMMENT and SCHEDULE OVERVIEW**

- Consultant shall coordinate with County staff as necessary and shall revise draft deliverables to incorporate draft review comments.
- Consultant shall incorporate comments within 10 business days from receipt by County and return the revised deliverables to County staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by County.

### **D. PROJECT COOPERATION**

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the Statement of Work. All work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities. Any tasks or deliverables assigned to a subconsultant shall be construed as being the responsibility of Consultant. Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this Statement of Work shall be subject to the following guidelines:

- a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
- b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

If Consultant has followed the notification process described in section “a”, and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall County be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. County’s Contract Administrator will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

## **E. TASKS, DELIVERABLES and SCHEDULE**

### **1.0 Project Management and Initiation**

- Consultant shall provide management and coordination of services under this contract for delivery of Tasks and Deliverables according to the agreed delivery schedule.
- Facilitate communication and related administrative duties for group meetings e.g., coordinating/scheduling meetings (virtual and/or in-person) meeting agenda, minutes and action item tracking.
- Conduct a kickoff meeting with the Agencies and other identified stakeholders to build shared understanding, define goals, expectations, and deliverables.
- Work with County project manager to develop a comprehensive work plan with milestones, checkpoints, delivery schedule and criteria for changing the scope or contingency tasks.
- Coordinate the overall project process, ensuring that the meetings are efficient, informative, and constructive.

#### Deliverables

- Prepare agendas and provide summaries for all team meetings.
- Provide monthly project progress reports.
- Prepare a Project Management Plan
- Develop a draft and update the final Work Plan timeline with key milestones, checkpoints and delivery schedule as needed throughout the project.
- Meeting Materials (Agendas, Summaries and Action Items)

### **1.1 Information Gathering and Site Analysis**

- Collect, review and evaluate existing planning documents and background information to summarize and communicate recreation use trends and current management objectives.
- Compile existing data and site information to identify data gaps. Existing data may include, but is not limited to the following:
  - Traffic counter and visitor count information
  - Site capacities, amenities, infrastructure, etc.
  - Broader-scale visitor preference information (e.g. SCORP, Forest Service’s National Visitor Use Monitoring, BLM Resource Management Plan, etc.).
  - Work with agencies to determine who will collect and/or provide additional data that is necessary for the project if needed.

#### Deliverables

- Provide memo(s) to address the following sections:
  - Develop Corridor Base Map
  - Planning Guidance Review
  - Past Engagement Summary

- Visitor Use Data Analysis
- Recreation Needs & Trends
- Site Constraints Analysis
- Level of Service Analysis

## **1.2 Public Engagement Phase I**

- Develop and implement community engagement plan/approach that includes residents, landowners, corridor visitors, regional and national stakeholders.
- Organize and facilitate in-person public meetings in the greater Salem/North Santiam Canyon Area.
- Organize and facilitate virtual engagement opportunities.
- Schedule and facilitate up to six (6) virtual and four (4) in-person meetings with key stakeholders, community representatives, and others to gather input on the desired conditions for recreation, natural resources, cultural resources, and economics/tourism.
- Develop content for visitor preference surveys and coordinate with project team and partner agencies to promote surveys.

### **Deliverables**

- Public Engagement Website
- Up to two (2) In-person Open Houses
- One (1) Virtual Open House
- Online Open House using Storymap Platform
- Visitor Preference Survey
- Land Manager Visitor Use Management Workshop Part 1
- In-Person Stakeholder Conversations (up to 4)
- Virtual Stakeholder Conversations (up to 6)
- Provide a summary and breakdown of data from public input

## **1.3 Vision Development**

- Lead the development of a Vision document that integrates all key findings from previous work and sets the direction for the Recreation Management Plan (RMP). Vision plan shall summarize the high-level goals and objectives to be achieved with the RMP.
- Evaluate any data gaps and discuss what information may be needed and methods for collection.

### **Deliverables**

- Vision Plan

## **1.4 Draft Comprehensive Recreation Management Plan**

- Outline and draft the Recreation Management Plan. The plan shall identify and cover desired recreational experiences, project priorities, VUM, environmental resources and climate resilience and adaptation.
- Prepare conceptual site plans and zonal maps.
- Facilitate conversations relating to defining initial roles and responsibilities that will ultimately be solidified in the multi-agency Operations Agreement.
- Identify infrastructure needs and management strategies to effectively manage visitor use.
- Identify key indicators and monitoring activities that are implementable by the partners.
- Develop strategy and prioritization of infrastructure investments, including new sites and changes to existing sites.
- Ensure the RMP aligns with applicable land management plans
- Prepare and participate in Marion Board of Commissioners Work Session on preliminary recommendations and draft plan (2 work sessions expected).

#### Deliverables

- Prepare a draft Recreation Management Plan incorporating findings, opportunities, strategies and recommendations.
- Conceptual Site Plans (up to 5).
- VUM Workshop/Land Manager Meetings.
- VUM Guidance Document.

### **1.5 Public Engagement Phase II**

- Provide and facilitate opportunities to share the draft plan materials including maps and other visuals to illustrate the ideas and solicit feedback from the public and other stakeholders.
- Conduct one (1) in-person meeting with the Marion County Board of Commissioners to share progress and review draft plan material.

#### Deliverables

- Draft Plan Presentation (1 in person and 1 virtual).
- Marion County Board of Commissioners Work Session (in person).
- Feedback Summary.

### **1.6 Final Recreation Management Plan**

- Summarize feedback and comments received during the second round of public engagement and work with the agencies to filter comments and refine the Recreation management Plan.
- Ensure recommendations align with land management goals and meet state community recreation needs.
- Ensure materials from the plan will be suitable for application, permitting and interagency agreements.
- Conduct two rounds of edits to the final document.
- Develop a separate operational framework for shared management of recreation facilities and Services.
- Coordinate with legal and administrative staff to outline mechanisms for joint operations, fee collection, staffing and enforcement.
- Within each agencies' authorities, identify management strategies and opportunities for seamless and coordinated recreation management, potentially including shared maintenance and operations of recreational facilities, visitor management, staff communication, law enforcement, fee collection, and resource protection measures.
- Outline the legal mechanism/authorities for shared management agreements needed to implement the framework and develop agreement documents.
- Prepare final plan with an executive summary of the plan highlighting key recommendations and strategies.
- Prepare presentation and provide final plan to the Marion County Board of Commissions.

#### Deliverables

- Final Recreation Management Plan with Executive Summary.
- Board of Commissioner Meeting.
- Presentation Materials.
- Operational Agreement.

## **F. CONTINGENCY TASKS (RESERVED)**

## EXHIBIT B – COMPENSATION

### Definitions:

**CPFF** – Cost Plus Fixed Fee

**FCCM** – Facilities Capital Cost of Money

**NBR** – Negotiated Billing Rates. NBRs are fully loaded billing rates used by firms that do not have an audited, approved overhead rate. NBRs are inclusive of direct salary, indirect expenses and profit.

**NTE** – Not to Exceed Amount

**T&M** – Time and Materials

### **A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS**

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. Consultant shall complete all Services and provide all deliverables as defined in the Contract. If the applicable compensation is exhausted, but Services and deliverables are not complete, Consultant shall complete the Services and provide the deliverables to County's satisfaction without additional compensation.

The amount payable under the Contract may be adjusted by County or renegotiated to:

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by County or not performed by Consultant;
- Reduce the NTE, Fixed-Price or Fixed-Fee amount commensurate with deductive amendments to reduce the risk associated with the project or to reduce the scope of work required under the Contract;
- Increase the NTE, Fixed-Price or Fixed-Fee amount for additional Tasks/Deliverables added to the scope of work via amendment to the Contract.

### **3. Time and Materials with Not-To-Exceed (T&M)**

County will pay Consultant for completion of Services required under the Contract on the basis of T&M, up to the NTE amount established in the Contract. Billable items include:

- **Loaded Costs**– the NBR (which is inclusive of profit and overhead costs); or the actual direct salary rate paid to the specific employee(s) (up to the maximum rate approved in the Contract for the employee's classification) productively engaged in work to complete the Services required under the Contract, plus profit and the approved overhead.
- **Direct Non-Labor Costs** (without mark-up) - Approved travel costs (up to the rates established in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless County notifies Consultant otherwise in writing) - the hourly labor rates and direct non-labor costs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

<b>The dollar amount for T&amp;M non-contingency Services is: \$ 242,300.00</b>
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### **B. PAYMENT OPTIONS**

Payments will occur only after County has determined that Consultant has completed, and County has accepted, the required Services (including defined deliverables) for which payment is sought via a properly submitted and correct invoice.

**Progress Payments for Acceptable Progress.** County will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

### **C. TRAVEL**

Travel costs are allowable only if they are authorized under the Contract and if the travel is essential to the normal discharge of County's responsibilities and is related to official County business. **All travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the County.** Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> .
- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by County will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to County, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

### **D. INVOICES**

Consultant shall submit invoices in the format required by County (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and direct non-labor costs by task/subtask) no more frequently than once per month. The address for invoice submittal is set forth in Exhibit F. In addition to all other applicable invoice requirements in this section D, each invoice must include the following information:

- The County's Contract number
- The County's project number

**Progress Reports:** Each monthly invoice must include a progress report. The monthly progress report must cover the period invoiced and, at minimum, must:

- Describe the previous month's project activities and the planned activities for the next month;
- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;
- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the project Statement of Work, schedule or budget.

### **CPFF and T&M Compensation:**

- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and direct non-labor expenses for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include receipts for any items purchased or equipment rentals for the Project that exceed \$100. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- County will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if County has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

**E. PAYMENT TERMS**

Payment will be made to Consultant no later than 30 calendar days from receipt of invoice completed in conformance with all contractual requirements. County will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 30 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

**F. CORRECTIVE WORK**

Consultant shall complete all Services, including Deliverables, as required in the Contract to County's satisfaction. If County, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, County shall notify Consultant in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Consultant shall respond to County outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to County's satisfaction without further compensation. County will not unreasonably withhold payment.

**G. WITHHOLDING/RETAINAGE**

County reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to County under the Contract. County will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by County and will pay interest as required on retainage.

**H. PAYMENT REDUCTION**

County, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If County finds previously undisclosed inaccurate or improper costs have been invoiced and paid, County will notify Consultant and seek clarification. County, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

**I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES**

**Specific Limitations**

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice County only for actual productive time Consultant personnel spend on Services by any level of Consultant's staff (up to the established not-to-exceed amount). Consultant's general supervisors or personnel who are responsible for more than one County project shall charge only for actual productive time spent directly on the project identified in the Contract.

County will pay Consultant only up to the hourly rates set forth in the Contract that are commensurate with the type of Services performed regardless of the classification, title, or level of experience of the individual performing those Services. However, under no circumstances shall Consultant invoice County based on higher direct salary rates than the actual amount paid to its employees.

**Discriminatory Pricing.** Direct and indirect costs as applied to work performed under County contracts and subcontracts may not be discriminatory against the County. It is discriminatory against the County if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-County work under comparable circumstances.

**Discriminatory Wage Rates.** Pursuant to ORS 279C.520, Consultant shall comply with the prohibitions set forth in ORS 652.220. Failure to comply is a breach that entitles the County to terminate the Contract for cause.

**Employee Discussions Regarding Compensation.** Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person {see ORS 279C.520(1)}.

### **Unallowable Charges**

County will not pay for direct or indirect costs that are unallowable under the provisions of [48 CFR Part 31](#).

Costs or direct charges for, but not limited to, the following are not reimbursable:

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.
- Mark-up on subcontractors or direct non-labor costs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

## **J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES**

**1. Approved cost data** - Consultant will submit rate schedules and any required certifications as required in subsections 2 and 3 below for use under the Contract.

**2. Overhead Schedule** - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted to County. Consultant Certification of compliance with Federal Cost Principles is required A signed [Certification of Final Indirect Costs form](#) must be submitted with the overhead schedule.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, County may evaluate a firm's financial capability, internal control structure, and overhead schedule. This includes a determination as to the applicability of historical overhead rates to the anticipated future contract period, performing financial ratio analysis, evaluating overhead account trends and utilization rates for reasonableness.

### **3. Salary and Billing Rate Schedules**

Consultant shall, and shall cause all of its subconsultants to submit electronically to County the applicable rate schedules described below.

**Direct Salary Rate Schedule** - includes the name, classification and actual direct salary rate as approved for each employee that may be used under the Contract. This schedule is required for firms that calculate an overhead rate. This schedule will not be included in the Contract but will be retained by County.

**Negotiated Billing Rate Schedule** - may be required for Consultants or subconsultants that do not have a cognizant or acceptable independent audit for overhead rates (or do not calculate overhead as part of their normal accounting practice) and County determines it is in the public's best interest to negotiate specific billing rates. Instead of calculating a billing rate using a formula that applies overhead, profit, and FCCM to the direct salary rate, this schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the

Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

**Approved Rate Schedules** - The rate schedules approved for the Contract and the BOC are incorporated into this Contract by this reference. Prior to approval of additional subconsultants, Consultant shall provide to County any requested documentation of qualifications and experience of the prospective subconsultant and its staff.

#### **K. RATE REVISIONS**

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by County. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by County on a case by case basis).

#### **L. BREAKDOWN OF COSTS (BOC)**

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (and approved NBRs as applicable) for each classification to be used under the Contract. Consultant shall include names of proposed staffing in the BOC.

The BOC must include a detailed breakdown of the costs for each element of the work regardless of compensation method. The BOC must identify:

- a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
- b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other direct non-labor expenses; and
- c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized direct non-labor costs. County may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
- e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for direct non-labor expenses applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

**The final BOC agreed to by the Parties is incorporated by this reference.**

**EXHIBIT C**  
**INSURANCE PROVISIONS**

A. **REQUIRED INSURANCE.** Consultant or shall obtain at Consultant'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. Consultant 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 Consultant, 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). Consultant shall require and ensure that each of its subconsultants 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. Consultant shall provide proof of insurance of not less than the following amounts as determined by the 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. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County**    **Not required by County.**
- Bodily Injury/Death:**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

iv. **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"). Consultant shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County**    **Not required by County.**
- Bodily Injury/Death:**
- Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

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

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Consultant 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.** Consultant 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). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (RESERVED)**

## **EXHIBIT E – ERRORS & OMISSIONS (E&O) CLAIMS PROCESS**

### ***E&O CLAIMS PROCESS***

The goals of the E&O claims process are to:

- Identify E&O issues and associated costs early
- Require timely notification to the Consultant of problem issues
- Establish a requirement to work together to correct, mitigate, or minimize the effects on the construction project's quality, schedule and budget and
- To identify associated costs when the standard of care has not been met and provide resolution of responsibility for "Premium" Costs incurred.

The process is focused on resolving issues at the lowest possible administrative levels in a spirit of collaboration. If the County Contract Administrator (CA) cannot reach resolution with the Consultant regarding E&O issues, however, the CA may request a standard of care determination from the Chief Engineer.

### ***Procedure for resolution of disagreements***

#### **GENERAL**

When either Party discovers or determines actions, omissions, or deliverables by the other Party to be incorrect or outside the terms of the contract, the following steps shall be followed:

- Provide oral and written notice of the issue (email, fax, or hard copy) to the other Party,
- Consultant shall provide CA requested records and documents pertaining to the issue and will participate in a technical review committee to determine if standard of care was met, at the request of the Chief Engineer.
- Work together to correct, mitigate or minimize the effects of the issue
- When the standard of care has not been met, work together to determine responsibility for any Premium Costs incurred as a result of the issue

#### **INITIAL VERBAL NOTICE AND WRITTEN LETTER OF CONCERN**

When either Party discovers or determines actions, omissions, or work products by either Party to be incorrect or outside the terms of the Contract, the discovering Party shall give timely oral notice and a written Letter of Concern to the other Party.

If the Consultant disagrees with any written or oral order of the County that in the opinion of the Consultant would entitle the Consultant to additional compensation, the Consultant shall provide oral notice and written Letter of Concern to the CA within seven (7) days of receiving the order from the County. The Letter of Concern must include an explanation of why the Consultant believes the requirements of the oral or written order are outside of the agreed scope of services. The CA shall acknowledge in writing receipt of the Consultant Letter of Concern.

If the County believes the Consultant has not performed with the required Standard of Care, the County shall provide the Consultant oral notice and written Letter of Concern. The Consultant shall acknowledge in writing receipt of the County's Letter of Concern and provide to the County all project related requested information.

#### **INFORMATION EXCHANGE AND RESOLUTION MEETING**

**The Consultant and CA shall meet within seven (7) calendar days of sending or receiving a Letter of Concern, or on a mutually agreed, to discuss the issue of concern and provide to the CA all requested information pertaining to the issue.**

The primary purpose of this meeting is to determine how, at the County's sole discretion, to correct, mitigate, or minimize the effects of the issue, including impacts of the issue on the construction project's work quality, schedule, and costs.

Following the County's determination of the appropriate corrective action, the Consultant and the CA shall work together to resolve responsibility and corresponding Premium Costs related to the issue.

If the CA is unable to reach satisfactory resolution of responsibility and corresponding Premium Costs with the Consultant, the CA will request the Chief Engineer to initiate an internal review.

### **CLAIMS PROCEDURE**

The County, upon request of the CA and at the discretion and direction of the Chief Engineer, will undertake an internal review for the purpose of determining if the standard of care was met. The Consultant will cooperate with the internal review as requested.

If the Chief Engineer determines that standard of care has been met, then all parties are to continue to work together to correct, minimize or mitigate effects of the issue and it is the County's responsibility to cover Premium Costs.

If the Chief Engineer determines that standard of care has not been met, then Cost Evaluation and Recovery will be pursued.

The County may, at any time during the course of this Contract, and up to the time allowable by law following the final payment for any work on the contract, present the Consultant with a Claim for actual damages incurred due to any disagreement concerning standard of care issues and all subsequent damages suffered by the County arising from such issues.

### **COST EVALUATION AND RECOVERY**

The Premium Costs incurred by the County and/or construction project resulting from the Consultant's failure to meet the standard of care will be evaluated and quantified. Any extenuating or mitigating factors in relation to cost recovery, such as limitations on fee and scope of services, time constraints for performance of services, unforeseen or changed conditions, third party requirements, responsibility and comparative fault of other parties, or other circumstances or constraints affecting the Consultant's performance will be considered.

Utilizing cost information generated by the County's internal investigation, the CA will meet with the Consultant in an attempt to reach agreement for resolution of responsibility and corresponding Premium Costs. If resolution is not reached, then the Chief Engineer or designee will meet with the Consultant and pursue one of all of the following actions:

- Negotiate a resolution with the Consultant
- Agree with the Consultant to share equally the cost to jointly present the issue to a creditable, neutral third party panel to obtain a non-binding recommendation
- Pursue other Alternate Dispute Resolution methods as agreed to with the Consultant, or
- Escalate the issue to litigation.

### **ALTERNATE METHODS OF RECOVERY**

When the parties reach agreement on cost recovery for a failure to meet the standard of care determination, the Consultant may make restitution to the County in the following methods as agreed to by both Parties:

- Making direct payments to the County
- Correcting the deficient services
- Re-performing the deficient services
- Forfeiting payments for other services on other County Contracts
- Providing in-kind services at no cost to County
- Utilizing other methods acceptable to both parties

### **Documentation**

The CA or designee shall document the contract file with all correspondence, notices, meeting notes and Letters of Concern related to E&O issues, claims, or potential claims. The file must include a written statement summarizing the findings of the claims process and the outcome, including:

- The determination of whether or not the Consultant met Contract requirements and met the standard of care;
- The determination of responsibility and whether there were mitigating circumstances beyond the reasonable control of the Consultant;
- The determination of whether or not the work requested by the County was within the scope of services of the Contract;
- If the Consultant was not required to correct deficiencies at no cost to the County, provide the reasons for that decision.
- A record of negotiation for any negotiated settlement subject to the rules regarding confidentiality of mediations in OAR 731 division 001.

## **DEFINITIONS**

**County** – Marion County, Oregon

**CA** – County’s Contract Administrator overseeing the consultant contract and deliverables.

**County TI** – County Technical Investigator. A County manager familiar with the technical discipline at issue who independently reviews records and interviews personnel pertinent to the claim to determine if the standard of care was met.

**Consultant** – Private Sector entity, which has entered into a Contract with the County to provide Architectural or Engineering services and which employs, or engages the services of, the Professional of Record.

**Contract** - The project specific Contract between County and Consultant.

**Error** – Plan or specification details or contract administration actions which are incorrect, conflicting, insufficient or ambiguous

**E&O** – Errors and Omissions

**Omission** – The plans or specifications or contract administration actions are silent on an issue that should otherwise be addressed in the documents

**Parties** – Refers to County and Consultant collectively

**Party** – Refers to County and Consultant separately

**Premium Costs** – The additional costs incurred by the County and/or a construction project which result from the Consultant’s failure to meet the Standard of Care. Premium Costs are dollar amounts paid for non-value added work. Premium costs are not reimbursed by the federal government on federal aid projects. Delays, inefficiencies, rework, or extra work as shown below, caused by the Consultant’s failure to meet the standard of care, will be considered as non-value added work. Non- value added work can occur in three distinct situations:

- Work delays or inefficiencies.  
The Premium Costs are the total delay/inefficiency damages paid to the construction contractor.
- Rework  
The Premium Costs are the dollar amount of the original items of work that have to be removed and the costs to remove these items.

- **Extra Work**

The Premium Costs are computed as the net difference between the final agreed prices paid to the construction contractor and what the cost would have been had the extra work been included in the original bid at letting.

**Standard of Care** – For the standard of care that applies to your project, refer to the standard of care language included in the Contract for the project.

**TRC** – Technical Review Committee. A committee convened by the County Chief Engineer, chaired by the Agency TI and staffed by at least 3 technical experts chosen by the Agency TI from a list of Agency, ACEC and other technical experts. The committee is charged with reviewing records and interviewing personnel pertinent to the claim to determine if standard of care was met.

## EXHIBIT F – CONTACT INFORMATION and KEY PERSONS

### 1. Party Contact Information.

#### a.1 \* County's Project Manager (CPM)

<b>Name:</b>	Don Alexander
<b>Ph:</b>	(503) 365-3169
<b>E-mail:</b>	Dalexander@co.marion.or.us

#### a.2 \*: County Contract Administrator for contractual matters:

<b>Name:</b>	Janet Wilson
<b>Ph:</b>	(503) 566-4139
<b>E-mail:</b>	jwilson@co.marion.or.us

#### a.3 County's address for invoicing:

<b>Mailing Address:</b>	Marion County Public Works 5155 Silverton Rd NE Bldg 1 Salem, OR 97305
<b>E-mail:</b>	PWAP@co.marion.or.us

#### b. \*\*Consultant's Project Manager (PM) for this Contract is:

<b>Name:</b>	Zach Poff
<b>Ph:</b>	(208) 867-1922
<b>E-mail:</b>	zpoff@segroup.com

#### c. Consultant's remit address for payments and contact for billings:

<b>Name:</b>	Tyler Willis/Hadin Jones
<b>Address:</b>	2180 S 1300 E Suite 430 Salt Lake City, UT 84106
<b>Ph:</b>	801-944-2584
<b>E-mail:</b>	accountingteam@segroup.com

#### d. USDA Forest Service – Willamette National Forest

<b>Name:</b>	Matt Peterson
<b>Ph:</b>	(541)735-1223
<b>E-mail:</b>	matthew.peterson1@usda.gov

**e. Northwest Oregon District Bureau of Land Management**

<b>Name:</b>	Lauren Woras
<b>Ph:</b>	(458) 210-8992
<b>E-mail:</b>	lworas@blm.gov

**f. Oregon Department of Forestry**

<b>Name:</b>	Ben Burns
<b>Ph:</b>	(503) 359-7470
<b>E-mail:</b>	ben.j.burns@odf.oregon.gov

\* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant.

\*\*Any changes to Consultant’s Project Manager must be approved in writing (e-mail acceptable) by County.

**2. Key Persons**

Consultant acknowledges and agrees that County selected Consultant, and is entering into the Contract because of the special qualifications of Consultant’s key personnel (“Key Persons” or “Key Personnel”), which may include specific staff agreed to during Contract negotiations. In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Consultant’s or subconsultant’s personnel without first obtaining the written consent of County. Further, Consultant shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide County with his or her expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining County’s prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by County.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by County) to demonstrate the continuing qualifications of any staff working on County projects, including those approved as Key Persons.

In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

<b>Name</b>	<b>Role</b>
Travis Beck	Principal in Charge
Zach Poff	Project Manager
Patrick Olstad	Design Lead
Ayden Eickhoff	Engagement Lead
Claire Gomba	Planner & Analyst
Molly Ryan	Recreation Planner

**3. Reassignment or Transfer of Key Person**

In the event Consultant requests that County approve a reassignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.

- County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

The Consultant reserves the right to engage additional specialized personnel as necessary to support project delivery. Any such support will be incorporated within the established project budget, and the Consultant shall not exceed the pre-determined total cost without prior written authorization.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by County and shall not be billed to County. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.

**EXHIBIT G**  
**Marion County Requirements for Non-Federal Entity Contracts**

**Section 1: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323. Procurement of recovered materials.

(K) See § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322. Domestic preference for procurements.  
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

## **Section 2: Additional Requirements for Non-Federal Entity Contracts**

### **1. Audit Requirements**

- Subrecipients must comply with the federal regulations set forth in 2 CFR §200.5XX Subpart F.
- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law as set forth in 2 CFR §200.501(h).
- If Subrecipient expends federal awards in excess of \$1,000,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR §200.5XX Subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
- Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended

under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

2. System for Award Management - 2 CFR Part 25 - Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

3. Whistleblower Protection Act - 2 CFR § 200.217 - Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

4. Recordkeeping Requirements - Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

6. Civil Rights Compliance - Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

7. Real Property, Equipment and Other Capital Expenditures - County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 04/01/2026

Department: Public Works

Title: North Fork Road Improvements

Management Update/Work Session Date: 3/10/26 Audio/Visual aids [checkbox]

Time Required: 10 minutes Contact: Jill Ogden Phone: 503-365-3152

Requested Action: Approve Construction Contract PW 7036-26 with North Santiam Paving Company (NSP) in the amount of \$560,233 for the construction of the North Fork Road Improvements project.

Issue, Description & Background: On February 11, 2026 bids were received and opened for constructing the North Fork Road Improvements project. Responsive bids were received from eight bidders ranging from a high of \$732,361 to NSP's low bid of \$560,233. Marion County received federal funding to construct a new gateway visitor center to the Little North Santiam River recreational corridor along North Fork Road approximately 0.5 miles from Hwy 22. The visitor area will provide a lighted pull-off next to North Fork Road and a deceleration lane, which will benefit visitors and local North Fork Road traffic by providing exit and entry points meeting current driveway standards. The visitor center will include two (2) informational kiosks and permit purchasing machines separated by a concrete island.

Financial Impacts: The total estimated cost for this construction contract is \$560,233 of which \$502,697 will be paid with Federal Funds. The remaining \$57,536 will be paid with County Road funds. This is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies: Entering into this contract will not financially impact other Marion County departments.

List of attachments: Contract PW 7036-26

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.03.02 10:11:24 -08'00'

# Contract Review Sheet

Public Improvement Agreements

**PW-7036-26**

Title: North Fork Improvements Project

Contractor's Name: North Santiam Paving Co.

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: Execution

Expires: March 31, 2027

Original Contract Amount: \$ 560,233.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 560,233.00 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 40-0200 Invitation to Bid - Public Improvement

ITB# PW1719-25

Description of Services or Grant Award

Construction of North Fork Road Improvements Project (K23484) to include Landscaping, Electrical, Asphalt Paving, or Temporary Traffic Control.

Desired BOC Session Date: 4/1/2026

Contract should be in DocuSign by: 3/11/2026

Agenda Planning Date: 3/19/2026

Printed packets due in Finance: 3/17/2026

Management Update: 3/10/2026

BOC upload / Board Session email: 3/18/2026

BOC Session Presenter(s) Ryan Crowther

Code: Y

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date

Contract Specialist \_\_\_\_\_ Date

Legal Counsel \_\_\_\_\_ Date

Chief Administrative Officer \_\_\_\_\_ Date

## CONSTRUCTION CONTRACT PW-7036-26

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "Agency" and, North Santiam Paving Co. hereinafter called the "Contractor" for the Project entitled: North Santiam Improvement Project.

### WITNESSETH

Contractor, in consideration of the sum of \$560,233.00, to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

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

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

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the Agency; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that

effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

6. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Agency and to its satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the Agency reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The Agency delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:
  - a. Compliance with Regulations.

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

b. Nondiscrimination.

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

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

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

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Agency or the Oregon Department of Transportation to be pertinent to

ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Agency or the Oregon Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

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

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

11. Incorporation of Provisions.

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

12. Independent Contractor.

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

13. Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals below.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

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

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

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

**NORTH SANTIAM PAVING CO. SIGNATURE**

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

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

**MARION COUNTY PUBLIC WORKS**  
**INVITATION TO BID**  
**FOR**  
**THE CONSTRUCTION OF**  
**NORTH FORK ROAD IMPROVEMENTS PROJECT (MARION COUNTY)**  
**Landscaping, Electrical, Asphalt Paving, and Temporary Traffic Control**  
**MARION COUNTY, OREGON**  
**Bid Opening February 11, 2026**  
**MARION COUNTY BID #: PW1719-25**  
**OREGONBUYS BID SOLICITATION #: S-C25102-00014532**  
**ONEOFFICE NO. 2026-401**  
**ACCOUNTING PROJECT NO. 106033**

**MARION COUNTY BOARD OF COMMISSIONERS**

<b>Danielle Bethell</b>	Commissioner
<b>Kevin Cameron</b>	Commissioner
<b>Colm Willis</b>	Commissioner

**Brian Nicholas, Director of Public Works**

Seal w/signature (Cameron Grile)		I certify the Special Provision Sections listed below are applicable to the design for the subject project for Illumination Items. Modified Special Provisions were prepared by me or under my supervision.  Sections 00960, 00962, 00970, 00985, 02510, 02560
Seal w/signature (Dan Ilyin)		I certify the Special Provision Sections listed below are applicable to the design for the subject project for Roadway Items. Modified Special Provisions were prepared by me or under my supervision.  Sections 00305, 00310, 00320, 00330, 00570, 00620, 00641, 00730, 00744, 00749, 00759, 00815, 01050, 01095, 02130, 02210, 02630

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Seal w/signature (Brookley Henri)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Erosion Control Items. Modified Special Provisions were prepared by me or under my supervision.

Section 00280

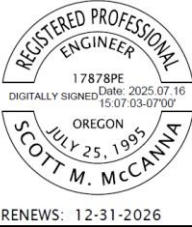
Seal w/signature (Hao Vo)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Water & Drainage Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00350, 00390, 00445, 00460, 00470, 01012, 02050, 02320, 02415

Seal w/signature (Scott McCanna)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Temporary Traffic Control Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00220, 00221, 00222, 00223, 00224, 00855, 00867, 00905, 00910, 00920, 00930, 00940

Seal w/signature (Skyler Flood)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Landscaping Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 01030, 01040

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Electronic copies of this Invitation to Bid and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the following website:

<https://contracts.co.marion.or.us/gateway/>

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## INTRODUCTION

### 1.1 Description of Work

Construction of Electrical, Asphalt Paving, Earthwork and Drainage on North Fork Road Improvements project (Marion County), as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$750,000 to \$1,000,000.

### 1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Construction for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Agency at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

### 1.3 Time, Place and Methods of Receiving Bids

Submit Bids electronically as specified in 00120.45 by 2:00 p.m. on February 11, 2026 (Bid Closing). Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

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

It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact February 11, 2026 at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link [ITB-North Fork Road Improvements](#).

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <https://oregonbuys.gov/bsol/> under the solicitation number listed above.

### 1.4 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

### 1.5 Time for Completion of Work

Refer to Special Provision 00180.50(h),

### 1.6 Class of Project

This is a Federal-aid Project.

### 1.7 Class of Work

The Class of Work for this Project is either:

- Earthwork and Drainage
- Asphalt Paving

- Electrical

## 1.8 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Janet Wilson, Contracts Specialist, Sr., [PWContracts@co.marion.or.us](mailto:PWContracts@co.marion.or.us), 503-566-4139

## 1.9 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid.

The Agency shall return the bid security to all bidders upon the execution of the contract. The Agency shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

## 1.10 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at: [https://www.oregon.gov/odot/Business/Pages/Standard\\_Specifications.aspx](https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx)

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at: [https://www.co.marion.or.us/PW/Engineering/Documents/2024 MCPW General Conditions.pdf](https://www.co.marion.or.us/PW/Engineering/Documents/2024_MCPW_General_Conditions.pdf).

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

## 1.11 Prevailing Wage Rate Requirements

This Project is subject to both the applicable Oregon prevailing wage rate law (BOLI) and the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), and any amendments in effect at the time of solicitation. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

## 1.12 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right

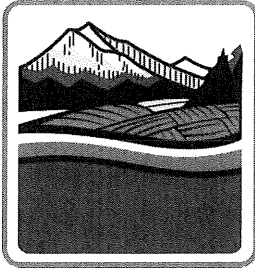
to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

#### 1.13 Rejection of Bids

The Agency reserves the right to reject Bids as specified in 00120.70.

#### 1.14 Bid Evaluation

The Agency will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the Agency per Section 00120.70 of the General Conditions. The Agency reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the Agency determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the Agency.



*Marion County*  
OREGON

**ADDENDUM #1  
TO THE  
INVITATION TO BID  
PW1719-25 - ITB - NORTH FORK IMPROVEMENTS PROJECT  
ISSUED ON 1/21/2026 9:00:00 AM**

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

**A. Question and Answers:**

**1. Question #1**

Should the 30-year pavement section be assumed everywhere for the decel lane, or are notes allowed?

a. Answer #1

Paving section depths are shown by station on Sheet 2A.

**2. Question #2**

Will existing pavement thickness matching be required at any tie-ins beyond what's shown?

a. Answer #2

Existing pavement thickness match will be required for the culvert trench shown on Sheet 2A, Section 2. See Sheet 1A3 for the list of ODOT Standard Drawings. RD300 refers to RD302, Construction Note 4.

**3. Question #3**

Are asphalt quantities in the bid schedule design quantities or pay quantities?

a. Answer #3

See the 2024 Marion County General Conditions, 00120.20 Interpretation of Quantities in Bid Schedule.

**4. Question #4**

Is traffic control assumed full-time during paving only, or for entire construction duration?

a. Answer #4

Traffic control will be used as needed. It is anticipated that flagging will be needed for culvert installation and paving, Loop Road tie "ins" to North Fork Road, and paving. It is assumed that traffic control will not be needed for most of the Loop Road work which can remain closed during construction.

- 5. Question #5**  
Are night or off-peak work windows allowed or prohibited?
- a. Answer #5  
Refer to Special Provision 00220.40 (e) (1) for single lane closures. For other work, night or off-peak hours are not prohibited.
- 6. Question #6**  
Who is responsible for utility service coordination and meter installation?
- a. Answer #6  
The Contractor is responsible to coordinate services and installation. See Sheet IL1 General Notes.
- 7. Question #7**  
Are luminaires County-furnished or contractor-furnished?
- a. Answer #7  
Luminaires are Contractor furnished per Contract Special Provisions **00970.16 LED Luminaires on Roadway Lighting Systems.**
- 8. Question #8**  
Is the kiosk a County-specified vendor, or fully contractor-supplied?
- a. Answer #8  
The kiosks are not supplied by the County. The kiosks will be built by the contractor per the Contract Plans and Special Provisions.
- 9. Question #9**  
Are there any aesthetic or architectural review requirements beyond plans?
- a. Answer #9  
No.
- 10. Question #10**  
Are there any anticipated early utility conflicts not shown on plans?
- a. Answer #10  
There are no known conflicts or coordination issues other than what are shown in the Contract Plans and Special Provisions.
- 11. Question #11**  
Confirm what are working days vs. calendar days in Special Provision 00180.50(h).
- a. Answer #11  
00180.50 (h) defines the Contract end date as October 22, 2026 *when all work shall be complete.*

**12. Question #12**

Is it required to be pre-qualified through ODOT in all classes of work called out in the contract documents or does the inclusion of the word either indicate that being pre-qualified in one of the categories (Earthwork and Drainage OR Asphalt Paving OR Electrical) will suffice?

a. Answer #11

The contractor must be prequalified in at least one class of work.

**BID SCHEDULE**  
 Marion County Public Works  
 North Fork Improvements (Gateway)  
 Marion County Bid Solicitation #: PW1719-25  
 OregonBuys Bid Solicitation #: S-C25102-00014532  
 OneOffice #: 2026-401

**PROJECT NUMBER 001 - North Fork Gateway**

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0001-0801	ACP MATERIAL PRICE ADJUSTMENT	0.00	As	\$ 1.00	
			Authorized		
0210-0100	MOBILIZATION	1	LS	\$ 53,700.75	\$ 53,700.75
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1	LS	\$ 1,865.00	\$ 1,865.00
0222-0102	TEMPORARY SIGNS	275	SQFT	\$ 30.00	\$ 8,250.00
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EACH	\$ 3,000.00	\$ 6,000.00
0223-0168	FLAGGERS	570	HOUR	\$ 78.00	\$ 44,460.00
0224-0104	TEMPORARY BARRICADES, TYPE II	2	EACH	\$ 100.00	\$ 200.00
0224-0105	TEMPORARY BARRICADES, TYPE III	2	EACH	\$ 200.00	\$ 400.00
0224-0145	TEMPORARY PLASTIC DRUMS	72	EACH	\$ 45.00	\$ 3,240.00
0280-0100	EROSION CONTROL	1	LS	\$ 1,880.00	\$ 1,880.00
0280-0104	TEMPORARY MULCHING, COMPOST	1.1	ACRE	\$ 19,150.00	\$ 21,065.00
0280-0105	MATting, TYPE B	305	SQYD	\$ 4.50	\$ 1,372.50
0280-0106	CHECK DAM, TYPE 3	38	EACH	\$ 80.00	\$ 3,040.00
0280-0110	CONSTRUCTION ENTRANCE, TYPE 1	2	EACH	\$ 2,100.00	\$ 4,200.00
0280-0112	CONCRETE WASHOUT FACILITY	1	EACH	\$ 1,000.00	\$ 1,000.00
0280-0113	SEDIMENT FENCE	1,050	FOOT	\$ 2.65	\$ 2,782.50
0280-0114	INLET PROTECTION, TYPE 4	4	EACH	\$ 100.00	\$ 400.00
0280-0115	SEDIMENT BARRIER, TYPE 3	1,150	EACH	\$ 3.50	\$ 4,025.00
0305-0100	CONSTRUCTION SURVEY WORK	1	LS	\$ 7,500.00	\$ 7,500.00
0310-0103	REMOVAL OF SURFACINGS	1,350	SQYD	\$ 3.00	\$ 4,050.00
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 500.00	\$ 500.00
0310-0119	ASPHALT PAVEMENT SAW CUTTING	333	FOOT	\$ 4.00	\$ 1,332.00
0320-0100	CLEARING AND GRUBBING	0.6	ACRE	\$ 22,000.00	\$ 13,200.00
0330-0105	GENERAL EXCAVATION	320	CUYD	\$ 64.00	\$ 20,480.00
0390-0139	RIPRAP BASINS	2	EACH	\$ 600.00	\$ 1,200.00
0445-0100	12 INCH CULVERT PIPE, 5 FT DEPTH	41	FOOT	\$ 60.00	\$ 2,460.00
0445-0350	12 INCH STORM SEWER PIPE, 5 FT DEPTH	85	FOOT	\$ 101.00	\$ 8,585.00
0445-0700	SLOPED END SECTIONS, 12 INCH	1	EACH	\$ 500.00	\$ 500.00
0460-0100	PAVED CULVERT END SLOPES	46	SQFT	\$ 42.00	\$ 1,932.00
0470-0311	CONCRETE INLETS, TYPE D	1	EACH	\$ 3,100.00	\$ 3,100.00
0470-0321	CONCRETE INLETS, TYPE M-E	1	EACH	\$ 5,600.00	\$ 5,600.00
0620-0120	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	230	SQYD	\$ 38.00	\$ 8,740.00
0641-0102	AGGREGATE BASE	800	TON	\$ 39.00	\$ 31,200.00
0744-0202	LEVEL 2, 1/2 INCH ACP MIXTURE	440	TON	\$ 110.00	\$ 48,400.00
0749-0100	EXTRA FOR ASPHALT APPROACHES	2	EACH	\$ 370.00	\$ 740.00
0759-0122	CONCRETE ISLANDS	620	SQFT	\$ 16.50	\$ 10,230.00
0815-0100	BOLLARDS	2	EACH	\$ 1,000.00	\$ 2,000.00
0855-0100	MONO-DIRECTIONAL WHITE TYPE I MARKERS	13	EACH	\$ 12.00	\$ 156.00

0860-0200	LONGITUDINAL PAVEMENT MARKINGS - PAINT	1,105	FOOT	\$ 0.85	\$ 939.25
0867-0145	PAVEMENT BAR: TYPE AB	37	SQFT	\$ 20.00	\$ 740.00
0905-0100	REMOVE EXISTING SIGNS	1	LS	\$ 250.00	\$ 250.00
0905-0101	REMOVE AND REINSTALL EXISTING SIGNS	1	LS	\$ 4,000.00	\$ 4,000.00
0910-0100	WOOD SIGN POSTS	256	FBM	\$ 20.00	\$ 5,120.00
0920-0100	SIGN SUPPORT FOOTINGS	1	LS	\$ 400.00	\$ 400.00
0930-0117	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	1	LS	\$ 350.00	\$ 350.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	12	SQFT	\$ 36.00	\$ 432.00
0970-0104	LUMINAIRES, LAMPS, AND BALLASTS	1	LS	\$ 3,500.00	\$ 3,500.00
0970-0105	SWITCHING, CONDUIT, AND WIRING	1	LS	\$ 16,000.00	\$ 16,000.00
0970-0200	LIGHTING POLES AND ARMS	1	LS	\$ 30,000.00	\$ 30,000.00
0985-0110	ELECTRICAL SYSTEMS INSTALLATION	1	LS	\$ 40,000.00	\$ 40,000.00
1012-0100	WATER QUALITY SWALE, "WQS-1"	1	LS	\$ 7,500.00	\$ 7,500.00
1030-0109	PERMANENT SEEDING, MIX NO. 1	0.8	ACRE	\$ 6,500.00	\$ 5,200.00
1030-0110	PERMANENT SEEDING, MIX NO. 2	0.02	ACRE	\$ 25,000.00	\$ 500.00
1030-0111	PERMANENT SEEDING, MIX NO. 3	0.18	ACRE	\$ 14,200.00	\$ 2,556.00
1040-0101	TOPSOIL	20	CUYD	\$ 75.00	\$ 1,500.00
1040-0110	CONIFER TREES, 2 FT HEIGHT	76	EACH	\$ 35.00	\$ 2,660.00
1040-0148	DECIDUOUS TREES, #2 CONTAINER	38	EACH	\$ 35.00	\$ 1,330.00
1040-0153	SHRUBS, #1 CONTAINER	880	EACH	\$ 15.00	\$ 13,200.00
1040-0190	BARK MULCH	11	CUYD	\$ 70.00	\$ 770.00
1050-0135	CL-6 CHAIN LINK FENCE	780	FOOT	\$ 45.00	\$ 35,100.00
1050-0192	8 FOOT X 72 INCH CHAIN LINK SINGLE GATES	1	EACH	\$ 750.00	\$ 750.00
9999-0614	INFORMATIONAL KIOSK	2	EA	\$ 22,300.00	\$ 44,600.00
9999-0615	REMOVE AND REINSTALL FEE STATION	2	EA	\$ 2,250.00	\$ 4,500.00
9999-0616	TELEPHONE EQUIPMENT MOUNTING STATION	1	EA	\$ 8,550.00	\$ 8,550.00

**OneOffice 2026-401 - PROJECT NUMBER 001 TOTAL**

**\$560,233.00**

## BID CERTIFICATION

The Honorable Board of  
County Commissioners  
Courthouse Square  
555 Court St. NE, 5th Floor, Suite 5232  
Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of Marion County (hereinafter called Agency) and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

### A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Agency, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Agency, of the true facts relating to the submission of bids for this contract.

### B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, principals and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

#### C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state

tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax) and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the Marion County Procurement Collaboration Portal website. Addenda may be downloaded from the website.
- The Bidder shall be responsible for diligently checking the Marion County Procurement Collaboration Portal website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 25 Million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 15 Million.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project.

*[The remainder of this page intentionally left blank.]*

## Experience / References

The information on this form may be utilized by the Agency to consider whether a Bidder has met the standards of responsibility set forth in ORS 279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1	Silver Falls North Canyon Parking Lot & ADA Trailhead Improvements
Location (city/state)	Sublimity, Oregon
Owners Name	Oregon Parks & Recreation Department - Kevin Strandberg
Type of Work	New parking lot, ADA pedestrian connections, Kiosk, Decorative Pavers
% Completed	100%
Estimated Completion Date	Complete October 2023

Contract #2	OSCI ADA Egress & Recreation Yards
Location (city/state)	Salem, Oregon
Owners Name	Oregon Department of Corrections - Terry Bergamo
Type of Work	Demo existing concrete, install 3 ADA egress ramps, improve drainage
% Completed	100%
Estimated Completion Date	Complete September 2024

Contract #3	Loop Road & Parking Lot F Construction
Location (city/state)	Oregon City, Oregon
Owners Name	Clackamas County Facilities Management - Steven Bloemer
Type of Work	Demo existing building, layout and construct parking areas, ped. access
% Completed	100%
Estimated Completion Date	Complete March 2025

References – minimum of two project owner references and two subcontractor references.

### #1 Project Owner Reference

Reference Name	Steven Bloemer
Business or Employer	Clackamas County Facilities Management
Telephone	(503) 557-6429
Project Name/\$ Amount	Loop Road & Parking Lot F Construction / \$4.8 Million

### #2 Project Owner Reference

Reference Name	Cody Stone
Business or Employer	ODOT Region 2
Telephone	(503) 953-6334
Project Name/\$ Amount	Multiple ODOT Region 2 Price Agreement, Emergency Slide Repair Hwy 22 / \$Various

### #1 Subcontractor Reference

Reference Name	Rob Hatch / Chase Locke
Business or Employer	Hatch Western Company Inc.
Telephone	(503) 563-6234
Project Name/\$ Amount	Cold Plane Subcontractor on Numerous Projects

### #2 Subcontractor Reference

Reference Name	Shelly Ream
Business or Employer	High Quality Traffic Control LLC
Telephone	(503) 949-8656
Project Name/\$ Amount	Flagging / Pilot Car Subcontractor on Numerous Projects

The name of the Bidder who is submitting this Bid Certification is:

Company: North Santiam Paving Co.  
(Print or Type)

Address: PO Box 516 / 41203 Kingston-Lyons Dr. SE  
(Print or Type)

City, State Zip Stayton, OR 97383  
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Ronald R. Bochsler, President


Pete Sipos, Vice President / Gen. Manager

Dylan J. Bochsler, Treasurer

Michael Aus, Corporate Secretary

Dated this 11th day of February, 2026

Construction Contractor's  
Board Registration Number  
53247

North Santiam Paving Co.  
Firm Name  
  
Signature of Bidder

Ronald R. Bochsler  
Name Print or Type  
President  
Title Print or Type

Telephone No. (503) 769-3436

Tax ID # 93-0627856

Business Organization: (Check one)

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Sole Proprietorship
- Other \_\_\_\_\_





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Deborah D. Ford-Bates of Lebanon, Oregon; Shannon Shelton and Shellie Loop of Stayton, Oregon-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of April 2024.

[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

[Signature of Warren Eichhorn]
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 18th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No. 502023659
Commission Expires August 22, 2027

[Signature of Albert Contursi]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 30th Day of January, 2026



[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903-3656 e-mail: surety@chubb.com

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned North Santiam Paving Co. as PRINCIPAL (hereinafter called CONTRACTOR), and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called AGENCY), the amount of Five Hundred Sixty Thousand Two Hundred Thirty Three 00/100 Dollars (\$560,233.00) in lawful money of the United States of America. CONTRACTOR shall name the State of Oregon and the Oregon Department of Transportation as additional obligees under this SURETY.

WHEREAS, the CONTRACTOR entered into a contract with AGENCY dated MARCH 5, 2026, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Improvements Project.

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

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

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than AGENCY, the STATE OF OREGON, and the Oregon Department of Transportation, their respective heirs, executors, administrators, successors or assigns.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5<sup>TH</sup> day of MARCH, 2026.

Federal Insurance Company

SURETY

By: Jessi Wimer

Title: Jessi Wimer, Attorney-in-Fact

Anchor Insurance & Surety, Inc, PO Box 2808,  
Street Address

Portland, OR 97208  
City State ZIP

503-224-2500  
Phone Number

North Santiam Paving Co.

CONTRACTOR

By: [Signature]

Title: PRESIDENT

PO Box 516  
Street Address

Stayton OR 97383-0516  
City State ZIP

503-769-3436  
Phone Number



# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint appoint Gloria Bruning, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Philip O. Forker, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, Leticia Romano and Jessi Wimer of Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27<sup>th</sup> day of September, 2024.

*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

*Warren Eichhorn*  
Warren Eichhorn, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 27<sup>th</sup> day of September, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 5, 2026



*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

LABOR AND MATERIALS PAYMENT BOND  
(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned North Santiam Paving Co. as PRINCIPAL and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, the State of Oregon and the Oregon Department of Transportation as OBLIGEES, in the sum of Five Hundred Sixty Thousand Two Hundred Thirty Three 00/100 Dollars (\$ 560,233.00 ) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated March 5, 2026, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Improvements Project.

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

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

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not

exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5TH day of MARCH, 2026.

Federal Insurance Company  
SURETY

North Santiam Paving Co.  
CONTRACTOR

By: Jessi Wimer

By: [Signature]

Title: Jessi Wimer, Attorney-in-Fact

Title: PRESIDENT

Anchor Insurance & Surety, Inc. PO Box 2808.  
Street Address

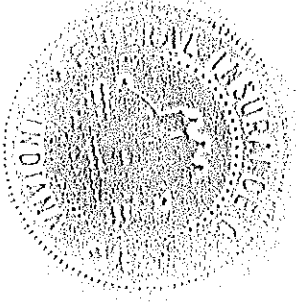
PO Box 516  
Street Address

Portland, OR 97208  
City, State Zip

Stayton, OR 97383-0516

503-224-2500  
Phone Number

503-769-3436  
Phone Number



# CHUBB

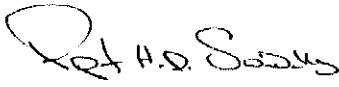
## Power of Attorney

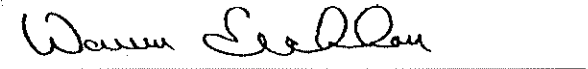
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint appoint Gloria Bruning, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Philip O. Forker, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, Leticia Romano and Jessi Wimer of Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27<sup>th</sup> day of September, 2024.

  
Rupert HD Swindells, Assistant Secretary

  
Warren Eichhorn, Vice President




STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 27<sup>th</sup> day of September, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 5, 2026



  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

  X   Yes                                         No


I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name   North Santiam Paving Co.  

Name/Title           Ronald R. Bochsler, President  

Address   PO Box 516, Stayton, OR 97383  

Signature 
Date <u>          February 11, 2026          </u>

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

### Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed \$100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid, signing and dating either in ink or electronically, and submitting it in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal, not later than **TWO (2) HOURS AFTER THE TIME BIDS ARE DUE**; or
- By removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305, not later than **TWO (2) HOURS AFTER THE TIME BIDS ARE DUE**. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "North Fork Road Improvement Project (Marion County)" (see Invitation To Bid cover page).

### Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or \$15,000, whichever is greater, or
2. \$350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name North Fork Road Improvemets Project

ONEOFFICE Contract # 2026-401 (Bid No. PW1719-25)

Bid Opening Date February 11, 2026

Name of Bidding Contractor North Santiam Paving Co.

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name <u>Northstar Electrical Contractors</u>	Dollar Amount <u>\$91,500</u>
Category of Work <u>Electrical</u>	

Firm Name <u>Fox Erosion Control &amp; Landscape Inc.</u>	Dollar Amount <u>\$68,677</u>
Category of Work <u>Erosion Control &amp; Landscape</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS  
FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS**

Pursuant to 41 CFR 60-4.6 (see also 41 CFR 60-4.2(a)) the following notice concerning Affirmative Action Requirements for Women and Minorities shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the United States Department of Labor (USDOL) Director. The USDOL, Office of Federal Contract Compliance Programs (OFCCP) has made the following statement concerning Goals, Timetables and Good Faith Efforts:

"Numerical goals are established based on the availability of qualified applicants in the job market or qualified candidates in the employer's work force. Executive Order [E.O. 11246] numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The Executive Order and its supporting regulations do not authorize OFCCP to penalize contractors for not meeting goals. The regulations at 41 CFR 60-2.12(e), 60-2.30 and 60-2.15, specifically prohibit quota and preferential hiring and promotions under the guise of affirmative action numerical goals. In other words, discrimination in the selection decision is prohibited."

For purposes of these "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts", "Good Faith Effort" means affirmative action measures designed to implement the established objectives of an Affirmative Action Plan 23 CFR 230.407(o).

**A. AFFIRMATIVE ACTION REQUIREMENTS**

**Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Goal and Timetable for Female Utilization Statewide**

<b>Timetable</b>	<b>Goal (Percent)</b>
From Apr. 1, 1980 until further notice.....	6.9

## Goals for Minority Utilization by County

### Goal (Percent)

Clackamas, Multnomah, and Washington Counties....	4.5
Marion and Polk Counties .....	2.9
Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties .....	3.8
Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties .....	2.4
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties .....	3.6
Harney and Malheur Counties.....	4.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**2.** The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 business days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

**3.** As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown in the Solicitation Documents. In cases where the work is two or more counties covered by different percentage goals, the highest percentage will govern.

## **B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

### **1. As used in these specifications:**

- a.** "Covered area" means the geographical area, described in the solicitation from which this contract resulted;
- b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d.** "Minority" includes:
  - (i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii)** Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**2.** Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

**3.** A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan; provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

**4.** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and female utilization the Contractor should

reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

**5.** Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

**6.** In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

**7.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

**a.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minorities and female individuals working at such sites or in such facilities.

**b.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

**c.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

**d.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

**e.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

**f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

**g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

**i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

**j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

**k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

**i.** Conduct, at least annually, an inventory and evaluation at least of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

**m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

**n.** Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

**p.** Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor-community; or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

**10.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

**11.** The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

**13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

**14.** The contractor will designate an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so. Additionally, the contractor EEO Officer shall ensure that the company EEO policy is being carried out, to submit reports relating to the specifications hereof as may be required by the Agency and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**16.** The Office of Federal Contract Compliance Programs (OFCCP) may conduct compliance evaluations to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to ensure that applicants are employed and that employees are placed, trained, upgraded, promoted, and otherwise treated during employment without regard to race, color, religion, sex, or national origin. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



## **EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

As used in these provisions, "Engineer" means the Chief Engineer of the Oregon Department of Transportation acting either directly or through authorized representatives. "Good Faith Efforts" means "affirmative action measures designed to implement the established objectives of an Affirmative Action Plan" 23 CFR 230.407(o).

Section 140 of Title 23, United States Code, EQUAL EMPLOYMENT OPPORTUNITY, as in effect on May 1, 1982, is incorporated by this reference and made a part of these provisions.

### **Written Notification**

The Contractor shall provide to the Engineer within two weeks of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation written notification with the following information: the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

The Contractor shall provide immediate written notification to the Engineer when (1) the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minorities or women that the Contractor sent to the union, or (2) the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its equal opportunity obligations. This is in addition to the notification required in item 7d in the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts".

### **Monthly Report**

The Contractor and each Subcontractor (on contracts that require certified payrolls) shall submit each month to the Engineer a "Monthly Employment Utilization Report" (Form 731-0668). The electronic form is available at:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

### **Annual Report**

Each July for the duration of the Project, each Contractor and Subcontractor shall submit Form FHWA-1391. This report shall be sent directly to the ODOT Office of Equity and Civil Rights.

PURSUANT TO 23 CFR PART 230, SUBPART D, THE STATE HIGHWAY AGENCY HAS A RESPONSIBILITY TO ASSURE COMPLIANCE BY CONTRACTORS WITH THE REQUIREMENTS OF FEDERAL-AID CONSTRUCTION CONTRACTS, 23 CFR 230.405(b). THEREFORE, THE STATE HIGHWAY AGENCY HAS THE FOLLOWING OBLIGATIONS CONCERNING MONITORING AND COMPLIANCE, INCLUDING SHOW CAUSE NOTICE REQUIREMENTS.

### **Monitoring and Compliance**

The Agency will maintain a vigorous monitoring process to ensure nondiscrimination and affirmative action on all federally funded Projects. Monitoring shall include at a minimum, monthly meetings to review the "Monthly Employment Utilization Report" (Form 731-0668) with the Contractor's Equal Employment Opportunity (EEO) Officer and quarterly reviews of the Contractor's Good Faith Efforts as outlined in FHWA 1273.

The Agency shall determine the Contractor's compliance with equal opportunity requirements including:

- Non-discrimination in selection and retention of subcontractors, material suppliers and vendors;
- Maintenance of non-segregated facilities;
- Adequate representation and utilization of minorities and women (by craft and trade) in the Contractor's workforce;
- Good Faith Efforts in meeting on-the-job training and training special provisions contained in FHWA 1273;
- Fair treatment in all terms and conditions of employment; and,
- Adherence (where applicable) to Indian preference provisions.

If the Agency or the FHWA becomes aware of any possible violations of Executive Order 11246 or 41 CFR 60, each has the authority and the responsibility to notify the Office of Federal Contract Compliance Programs. The Contractor has the responsibility either to meet all the craft goals set forth in the applicable "Covered Area" of "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts" or demonstrate Good Faith Efforts to meet these goals (as specified in paragraphs 7a through 7p of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts").

### **Show Cause Notice**

If an investigation or review reveals that a Contractor or Subcontractor has not complied with these EEO Provisions, the Agency shall issue a Show Cause Notice to initiate efforts to bring the Contractor or Subcontractor into compliance. This written notice shall state the deficiencies found during the review, and shall advise the Contractor or Subcontractor to show cause within 30 Calendar Days why the Agency shall not impose administrative

sanctions. The Contractor or Subcontractor must then show good cause or must provide an acceptable agreement for corrective action within 30 Calendar Days.

If the Contractor or Subcontractor does not provide this information by the end of the 30 Calendar Days, the Engineer shall withhold all project progress payments in process as of the date the Show Cause Notice was issued and will continue to withhold project progress payments until the Contractor or Subcontractor responds in an acceptable manner. If the Contractor or Subcontractor fails to meet the conditions of the corrective action agreement, no further Show Cause Notice is required; the Agency shall immediately initiate enforcement proceedings.

If a Contractor's prequalification certification is revoked or disqualified because the Contractor has been found on at least two occasions to be in breach of these EEO Provisions of Federal-Aid highway construction contracts, the Contractor must be determined to be in compliance with these EEO Provisions prior to the Contractor's prequalification certificate being reinstated.



## EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS

See the EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS incorporated in this Contract for notifying the Engineer, monthly and annual reporting, monitoring, and compliance.

### Aspirational Diversity Targets

**ODOT Aspirational Diversity Targets** - While Aspirational Diversity Targets are not requirements for this Contract and are not binding on the Contractor, ODOT desires to encourage the highest possible participation of minorities and women in the work force. Therefore, ODOT has established aspirational targets on all federally funded Projects:

#### Covered Areas

Area	Aspirational
ODOT Region 1	Women 14% - Minority 20%
ODOT Region 2, 3, 4, & 5	Women 14% - Minority 14%

Neither the Contractor nor its subcontractors are under any obligation to meet any aspirational targets.



SP00028

## SUSPENSION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

EFFECTIVE 10/03/2025 IN ACCORDANCE WITH THE INTERIM FINAL RULE, EFFECTIVE OCTOBER 3, 2025 AND PUBLISHED AT 90 FED REG 47,969 (2025), MODIFYING THE CERTIFICATION, COMPLIANCE AND REPORTING REQUIREMENTS OF THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE IFR), ODOT'S DBE REQUIREMENTS THAT WERE APPLICABLE TO FEDERALLY FUNDED PROJECTS PRIOR TO THE 10/03/2025 EFFECTIVE DATE OF THE RULE ARE NO LONGER IN EFFECT, AND THE ASSOCIATED DBE CONTRACTUAL REQUIREMENTS HAVE BEEN SUSPENDED PENDING IMPLEMENTATION OF THE DBE IFR. CONTRACTOR WILL COOPERATE IN PROCESSING ANY CONTRACTUAL REVISIONS ODOT DEEMS NECESSARY OR APPROPRIATE TO EFFECTUATE THE UPDATED DBE PROGRAM REQUIREMENTS THAT MAY RESULT FROM THE DBE IFR IMPLEMENTATION.

## REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING

This Section for Reimbursable Federal On-the-Job Training and Apprenticeship Training supersedes subparagraph B(7-e) of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal Aid Contracts," and is in implementation of 23 U.S.C. 140(a). All other provisions apply.

### SECTION 1: ABBREVIATIONS AND DEFINITIONS

#### (a) Abbreviations

**BOLI** - Bureau of Labor and Industries for the State of Oregon

**EEO** - Equal Employment Opportunity

**OECR** - Office of Equity and Civil Rights

**OJT** - On-the-Job Training

#### (b) Definitions

**Affirmative Action** - Contractor's efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruiting, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.

**Apprenticeship Training Program** - A specific Apprenticeship Training Program, approved by BOLI, which provides a combination of field and classroom trade specific experience under the supervision of journey level workers. For this Contract, this is a Race and Gender Neutral program.

**OJT Program** - A specific on-the-job training program, approved by the Agency and FHWA, which provides a combination of field, and limited classroom, trade specific experience under the supervision of journey level workers. This is an Affirmative Action program that targets women and minorities.

**Qualified Hours** - Specific On-Site training hours (may include some classroom hours) completed by a properly registered and enrolled trainee consistent with the Contractor's OJT Program or an apprentice consistent with the Apprenticeship Training Program. The Contractor reports these Qualified Hours to the Agency for the OJT and Apprenticeship Training Goal.

**Race and Gender Neutral** - Employment and contracting practices where the ethnicity and the sex of a person are not considered in the evaluation of candidates for employment or bids for the Contract.

**Training Goal** - A fixed quantity of Qualified Hours set by the Agency and included in the bid schedule.

## **SECTION 2: POLICY STATEMENT**

In order to increase the number of trained and skilled workers in highway construction the Agency will set a Training Goal for the Project.

It is the policy of the Agency that the Contractor shall take all necessary and reasonable steps to ensure that trainees and apprentices have the opportunity to participate on highway construction projects and to develop as journey-level workers in the given trade or job classification employed, and to meet this Training Goal.

The Contractor shall adopt the following policy:

It shall be the policy of the Contractor to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin, age or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.

The Training Goal is not intended, and shall not be used to discriminate against any applicant, whether members of a minority group or not.

## **SECTION 3: APPRENTICESHIP TRAINING PROGRAM**

### **(a) General**

Apprentices shall be paid the appropriate rates approved in connection with their stage in the Apprenticeship Training Program.

A valid certification by an appropriate apprenticeship committee that the Contractor is an approved training agent shall be prima facie proof of compliance.

### **(b) EEO Requirements**

The Contractor shall ensure that, without discrimination, minorities and women have an equal employment opportunity to compete for and participate as apprentices while supporting a diverse workforce that is representative of the population.

Apprenticeship training is Race and Gender Neutral, however, the Contractor is still obligated to comply with all applicable EEO requirements.

### **(c) Reports**

The Contractor and each Subcontractor with an Apprenticeship Training Program shall complete and submit the following reports to the Engineer, according to the instructions provided in the respective forms:

- The "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before an apprentice begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors who have contracts that require certified payrolls, regardless of their participation in the apprenticeship.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each apprentice. This Form is used to report Qualified Hours for apprentices and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OECR website at:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

## **SECTION 4: OJT PROGRAM**

### **(a) EEO Requirements**

The Contractor shall make every effort to enroll minority and women trainees by conducting systematic and direct, meaningful recruitment through public and private sources likely to yield minority and women trainees within a reasonable area of recruitment.

Whenever minorities or women are not placed in OJT positions, the Contractor shall provide documented evidence of Affirmative Action recruitment efforts. The Agency will review the documents of the Contractor's systematic and direct, meaningful recruitment efforts to determine whether the Contractor has complied with the criteria in "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA Form 1273), Section II Nondiscrimination.

When filling OJT positions Contractors are encouraged to hire previously approved trainees who have not yet completed their training.

### **(b) Training Requirements**

The intent of these provisions is to provide real and meaningful training in the construction crafts. Off-Site training is permissible only when it is an integral part of an approved training program and does not comprise a significant part of the overall training. In addition:

- A Contractor, not registered as a training agent, may choose to adopt a standardized OJT Program. Standardized OJT Programs are published at the OECR website at: <https://www.oregon.gov/ODOT/Business/OCR/Pages/Workforce-Development.aspx>
- Some job classifications such as flagger, bookkeeper, clerk/typist or secretary are prohibited from OJT Programs.
- OJT Programs shall always maintain the approved ratio of trainees to journey level workers On-Site.

- OJT Programs shall always maintain the approved types and numbers of equipment On-Site.
- No employee shall be registered as a trainee in any job classification the employee has completed leading to journey level status, or for any job classification in which the employee has been employed as a journey level worker. The Contractor shall keep records, and provide to the Agency, if requested, documents on each trainee.
- Trainees shall be pre-approved by the Agency.

OJT Program trainees shall be paid the journey level rate specified in the contract for the type of work performed.

### **(c) Reports**

The Contractor and each Subcontractor with an OJT Program shall complete and submit the following reports to the Engineer according to the instructions on their respective forms:

- The training program forecast using the "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before the trainee begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted. Attach a copy of the "Training Program Approval Request (TPAR)" (Form 734-2880) to the "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878). The Contractor and trainee must sign and return a copy of the training program that will be utilized. The Contractor shall provide certification to the trainee upon completion of the OJT Program and also submit a copy to OECR. Upon completion of the Contract, a certification shall be given to each trainee and to the Agency to document the number of hours and training completed by the individual.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors (for contracts that require certified payrolls), regardless of their participation in the Apprenticeship or On-the-Job Training programs.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each trainee. This form is used to report Qualified Hours for trainees and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OECR website at:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

## **SECTION 5: MONITORING AND COMPLIANCE**

The Contractor has the primary responsibility to monitor compliance levels throughout the Contract and to ensure the Training Goal is met. If the Contractor decides any of the training hours are to be provided by a Subcontractor, the Contractor shall ensure that the Subcontract contains the appropriate training clauses that obligate the Subcontractor. This shall not relieve the Contractor of the Contractor's primary responsibility.

At the request of the Agency, the Contractor will meet with the Agency to review records related to training. The Agency, through meetings and progress records provided by the Contractor, will provide the Contractor with informational compliance and reimbursement data including:

- The Contractor's training forecasts compared with the actual Qualified Hours achieved.
- Total Qualified Hours and payment reimbursement summary.
- For information purposes only, consolidated summary reports by OJT craft and apprenticeship crafts.

The Agency will track training activities provided by Contractor for the OJT trainees and apprentices.

## **SECTION 6: MEASUREMENT AND PAYMENT**

### **(a) General**

The quantity of Qualified Hours will be paid for at the Contract unit price of \$20 per hour for the item "Training."

No separate or additional payment will be made for failure to achieve the Training Goal. See (b) below for Disincentive.

No separate or additional payment will be made for Qualified Hours achieved in excess of 150% of the Training Goal. No Disincentive applies.

If the Contractor achieves from 100% to 150% of the Training Goal, the Agency will reimburse the Contractor for Qualified Hours.

After the Second Notification, the Agency will review the final reports required and make adjustments. Any additional reimbursements will be paid on the next Contract payment voucher.

### **Examples of achieving the Training Goal:**

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 100% of the Qualified Hours (fulfilled the goal): therefore 1,000 hours x \$20.00/hr = \$20,000 reimbursed (during progress of the Contract).

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 150% of the Qualified Hours or 1,500 hours (exceeded the goal): therefore 1,500 hours x \$20.00/hr = \$30,000 reimbursed (during progress of the Contract).

Example C: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 1,525 Qualified Hours (exceeded even 150% of the goal): therefore 1,500 hours x \$20.00/hr = pay of \$30,000 reimbursed (during progress of the Contract).

**(b) Disincentive**

If, at the Second Notification, the Contractor has not achieved the Training Goal there will be no payment (disincentive) to the Contractor and no Qualified Hours as follows:

Regardless of all prior partial payments for the Pay Item "Training," a correction equal to 100% of the Pay Item goal times the Pay Item price will be subtracted from the final payment due the Contractor on the next Contract payment voucher.

**Examples of *not* achieving the Training Goal:**

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 500 Qualified Hours (failed to meet the goal): A disincentive applies; therefore  $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$  of \$20,000 will show on the next Contract payment voucher. The previously paid qualified hours ( $500 \times \$20 = \$10,000$ ) under the pay item on vouchers will remain and the net impact in this example will be the \$20,000 deduction offset by the \$10,000 qualified and paid hours for a net reduction of \$10,000.

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves zero Qualified Hours (failed to meet the goal): A disincentive applies; therefore  $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$  of \$20,000 will show on the next Contract payment voucher.

If, as a result of a line item deduction, a net amount is due the Agency, the Contractor shall pay the Agency within 45 Calendar Days of notice of such deficiency.

## PROJECT WAGE RATES

**Minimum Wage Requirements** - This Project is subject to both Federal and State prevailing wage rate requirements. Not less than the higher of the applicable Federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

**Applicable Wages** - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) U.S. Department of Labor, "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and

(2) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable Federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

**Wage Rates are Internet-Accessible** - The applicable Davis-Bacon wage rates can be found on the US General Services Administration website at: <https://sam.gov/content/wage-determinations>

The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: <https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>.

**Wage Rates are Subject to Change** - Modifications or amendments to the Davis-Bacon and BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page(s) for modifications and amendments up until Bid Opening.

These blank pages are a placeholder for BOLI and Davis Bacon wages rate schedules that apply to the project. Marion County contracts unit shall insert the contract rates prior to award.

## SPECIAL PROVISIONS

### PART 00100 - GENERAL CONDITIONS

Replace this PART of the Oregon Standard Specifications for Construction with the following:

**General Conditions for Construction for Marion County, v2024**, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these special provisions.

#### SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows:

**00110.05(e) Reference to Websites** - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- Connex  
<https://connex.rtvision.com/contracts/awarded>
- Equipment Watch  
[www.equipmentwatch.com](http://www.equipmentwatch.com)
- Marion County Procurement Collaboration Portal  
[www.co.marion.or.us/FIN/Pages/contracts.aspx](http://www.co.marion.or.us/FIN/Pages/contracts.aspx)
- Marion County General Conditions for Construction  
[www.co.marion.or.us/PW/Engineering/Pages/default.aspx](http://www.co.marion.or.us/PW/Engineering/Pages/default.aspx)
- ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)
- ODOT Construction Surveying Manual for Contractors  
[www.oregon.gov/ODOT/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)
- ODOT Estimating  
[www.oregon.gov/ODOT/Business/Pages/Steel.aspx](http://www.oregon.gov/ODOT/Business/Pages/Steel.aspx)
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms  
[www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx](http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx)

- ODOT Procurement Office - Construction Contracts Unit prequalification forms  
www.oregon.gov/odot/business/procurement/pages/bid\_award.aspx
- ODOT Traffic Standards  
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- OregonBuys  
https://oregonbuys.gov/bsol/
- Oregon Legislative Counsel  
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives  
sos.oregon.gov/archives/Pages/default.aspx

**00110.10 Abbreviations** – Add the following paragraph at the end of this subsection:

PCD - Pedestrian Channelizing Device

Delete the following paragraph:

DBE – Disadvantaged Business Enterprise

**00110.20 Definitions** – Add the following paragraphs to the end of this subsection:

Materially Unbalanced Bid - A Bid which generates a reasonable doubt that Award to the Bidder submitting a Mathematically Unbalanced Bid will result in the lowest ultimate cost to the Agency.

Mathematically Unbalanced Bid - A Bid containing lump sum or unit Pay Items (bid items) which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

Pedestrian Accessible Route - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Pedestrian Channelizing Device - Devices used for channelizing pedestrians along a Temporary Pedestrian Accessible Route.

## **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

Comply with Section 00120 of the General Conditions modified as follows:

**00120.00 Prequalification of Bidders** – Add the following bullet to the end of the bullet list:

- If delivered by electronic mail, the application shall be sent to:

[ODOTProcurementOfficeConstruction@odot.oregon.gov](mailto:ODOTProcurementOfficeConstruction@odot.oregon.gov)

Replace the bullet that begins “If delivered by mail...” with the following bullet:

- If delivered by mail or parcel delivery service, the application shall be sent to:

Oregon Department of Transportation  
Procurement Construction Contracts, MS #33  
355 Capitol Street NE  
Salem, OR 97301

**00120.01 General Bidding Requirements** – Replace the first sentence beginning “Submit Bids through the internet...” with the following sentence:

Submit Bids through the internet (electronic) in Portable Document Format (PDF) format of the entire Bidder’s submission package including the Bid Schedule and a copy of the Bid Schedule in Excel format. The PDF of the Bid Schedule shall take precedence over the excel copy of the Bid Schedule should there be any differences.

**00120.40(f) Disclosure of First-Tier Subcontractors** – Replace the paragraph beginning “If no subcontracts subject to the above...” with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-005-0420.

**00120.70 Rejection of Nonresponsive Bids** – Delete the following bullet:

- The Bidder has not complied with the DBE requirements of the solicitation.

Replace the bullet beginning “The Agency determines . . .” with the following bullet:

- The Bid is found to be Mathematically Unbalanced and Materially Unbalanced.

## **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

Comply with Section 00130 of the General Conditions modified as follows:

**00130.00 Consideration of Bids** - Replace the paragraph that begins “The Agency reserves...” with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any Bids for irregularities under 00120.70 or all bids for good cause after finding that it is in the public interest to do so (ORS 279C.395). The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

**00130.40 Contract Submittals** - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in Subsections (a), (b) and (c) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

**00130.40(c) Workers' Compensation** – Replace this subsection, except for the subsection number and title, with the following:

To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(e), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

**00130.50 Execution of Contract and Bonds** - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in subsection (a) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

### **SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the General Conditions.

### **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the General Conditions modified as follows:

**00150.50(c) Contractor's Responsibilities** – Replace the bullet that begins "In addition to the notification required..." with the following bullet:

- In addition to the notification required in OAR 952-001-0090(7), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

**00150.50(f) Utility Information** - The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work:

<b>Utility</b>	<b>Contact</b>	<b>Phone</b>
1. Consumer Power, Inc. (CPI)	Adrian Smith	541-929-8636
2. Stayton Cooperative Telephone Company (SCTC)	John Eckis	503-932-3794
3. Astound	Jaison Krueger	503-383-5350

The following utilities will conduct the following work for this Project:

- CPI will furnish and position transformers, 2) Provide and install service wire from the transformer to the meter base, 3) Provide and install service wire to the light pole splice boxes.
- SCTC will furnish and install all fiber optic cables and converter.

Work performed concurrent with the project shall be scheduled to minimize any delay to the contractor's construction schedule.

There are no anticipated conflicts with the Utilities listed below:

Utility	Contact	Phone
1. Consumer Power, Inc. (CPI)	Adrian Smith	541-929-8636
2. Stayton Cooperative Telephone Company (SCTC)	John Eckis	503-932-3794
3. Astound	Jaison Krueger	503-383-5350

**00150.55 Cooperation with Other Contractors** - Add the following to the end of this subsection:

The following contract work will be ongoing within the Project Site during the following times:

Contract Name (Contractor's Name)	Estimated Times (From - To)
North Fork Road Slide Repair at Milepost 5.0 Contractor to be confirmed after Bid	March 2026 to November 2026

## SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions modified as follows:

**00160.01 (a) All Materials** - Replace the paragraph that begins "The Contractor shall identify ..." with the following:

When the estimated value is over \$10,000, the Contractor shall submit a copy of the materials purchase order or supply agreement.

Delete the paragraph that begins with "For this purpose...".

**00160.20(d) Build America Buy America Act Requirements** – Replace this subsection, except for the subsection number and title, with the following:

If federal highway funds are involved on the Project, the Contractor shall comply with the Build America Buy America Act and implementing regulations (Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, Sections 70901-70941).

The Build America Buy America Act requirements apply to construction materials and manufactured products permanently incorporated in the Project. All construction materials and manufactured products permanently incorporated in the Project must be produced in the United States.

Construction materials include an article, Material, or supply that is or consists primarily of only one of the following, with the standard for the material to be considered "produced in the United States":

- **Non-ferrous metals** - All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- **Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)** - All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- **Glass (including optic glass)** - All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- **Fiber optic cable (including drop cable)** - All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- **Optical fiber** - All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- **Lumber** - All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- **Drywall** - All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- **Engineered wood** - All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

The classification of an article, material, or supply as construction material is based on its status at the time it is brought to the work site for incorporation in the Project. In general, the work site is the location of the Project at which the construction materials will be incorporated.

FHWA issued a final rule on January 14, 2025 amending FHWA's Buy America regulation to terminate FHWA's general waiver for manufactured products and establish Buy America requirements for manufactured products with respect to Federal-aid highway projects. <https://www.federalregister.gov/documents/2025/01/14/2024-31350/buy-america-requirements-for-manufactured-products>

Manufactured products assembled outside the Project Site are also subject to the Build America Buy America requirements. Manufactured products means articles, materials, or supplies that have been:

- Processed into a specific form and shape; or
- Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

For manufactured products, the final assembly of the product shall occur within the United States for projects obligated on or after October 1, 2025. For projects obligated after October 1, 2026, the cost of the components of the product that are mined, produced or manufactured in the United States shall be more than 55 percent of the total cost of all components of the product.

The USDOT issued a Public Interest Waiver for De Minimis Costs and Small Grants. The final waiver can be viewed here: <https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants> and this waiver applies to Materials covered by the Build America Buy America Act.

The public interest waiver is for manufactured products and construction materials for which:

- The total value of the non-compliant products (foreign or unknown origin) is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project\*; or
- The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

\*The “total value of the non-compliant products” includes construction materials and manufactured products only. The “total applicable costs” includes construction materials, iron and steel, and manufactured products. The value of materials are the actual cost of the materials, not the anticipated cost of materials. Furthermore, this bullet does not apply to iron and steel subject to the requirements of 23 U.S.C. 313. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for steel and iron. (See 00160.20(a).)

Strict compliance with the Build America, Buy America domestic preferences is required, except to the extent the above public interest waiver applies. The Contractor shall not incorporate construction materials and manufactured products in excess of this amount into the Project. All foreign origin construction materials and manufactured products incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic construction materials at the Contractor's expense.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any applicable construction materials and manufactured products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the products and Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all applicable construction materials and manufactured products for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

Iron and steel Materials and manufactured products that are predominately iron or steel are subject to 00160.20(a).

The Contractor shall include this provision in all subcontracts.

**00160.30 Agency-Furnished Material** - Add the following to the end of this subsection:

The Agency will furnish the listed items at the Project Site:

- Electrical transformer.

The Agency will position the listed items in the Contractor excavated and prepared pits at the Project Site:

- Electrical transformer.

## **SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the General Conditions modified as follows:

### **Provisions and Requirements**

**00165.10(a) Field-Tested Materials** - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

**00165.10(b) Nonfield-Tested Materials** – Replace this subsection, except for the subsection number and title, with the following:

Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section website (see 00110.05(e)). The most current version of the NTMAG on the date of Advertisement is the version in effect for the Project.

- **Rejections** – The inspection at the mill, shop, or precaster of any Material, Work or finished members will not prevent subsequent rejection, if later found damaged or defective, nor relieve the Contractor of the responsibility to correct or replace the Work at no additional cost to the Agency.
- **Transport** – Do not ship members or piece of fabricated steel or precast member, that requires a fabrication inspection report, without the Inspector’s label or marking.

**00165.35(e) Certificate of Origin of Construction Materials** – Replace this subsection, except for the subsection number and title, with the following:

When a certificate of material origin for construction materials is specified, complete the form furnished by the Engineer as required by 00160.20(d) for Federal-aid projects.

**00165.91 Fabrication Inspection Expenses** – Replace the table with the following table:

**TABLE 00165-3**

<b>Zone</b>	<b>Place of Fabrication</b>	<b>Reduction in Payment</b>
1	All of State of Oregon, and the portion of the State of Washington within 50 airlii miles of Portland International Airport (PDX)	\$0
2	Outside of Zone 1, and up to 250 airlir miles of Portland International Airport (PDX)	\$300 per Calendar Day
3	Outside of Zone 2, up to 1,000 airline miles of Portland International Airport (PDX).	Round trip coach airfare from Portland, Oregon plus \$300 per Calendar Day
4	Outside of Zone 3, or outside of the continental United States.	Round trip coach airfare from Portland, Oregon plus \$500 per Calendar Day

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the General Conditions modified as follows:

**00170.07 Record Requirements** - Replace the paragraph that begins "For purposes of this Subsection, the term ..." with the following paragraph:

For purposes of this Subsection, the term "Contractor" includes the Contractor, all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their Subcontractors and any other lower-tier subcontracts, and "Related Entities" as that term is defined in OAR 734-010-0400. The Material Suppliers included in this definition are those for Aggregates, asphalt cement concrete, Portland cement concrete and the supply and fabrication of structural steel items, and Material Suppliers that provide quotes.

**00170.07(a) Records Required** - Replace the paragraph that begins "The Contractor shall include in its subcontracts ..." with the following paragraph:

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers), at all tiers, to comply with 00170.07. The Contractor shall also require all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower-tier Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, asphalt cement concrete, portland cement concrete and the supply and fabrication of structural steel items and Material suppliers that provide Material quotes and Related Entities as defined in OAR 734-010-0400.

**00170.08 Electronic Document Management** - Add this subsection:

The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

**(a) User Terms and Conditions** - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:

My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

I may have access to sensitive personnel, business, financial and/or security related information ("Confidential Information") through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to Agency.

I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

If my authorized use of and access to ConneX includes submitting documents into ConneX (or “read-write” access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor’s notification to the Agency.

I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer’s relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor’s notification to the Agency.

**(b) Digital Signatures and Requirements** - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.
- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.
- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

**(c) Electronic Submittal Requirements** - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

**00170.10(g) Paid Summary Report** - Replace this subsection, except for the subsection number and title with the following:

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on an ODOT form provided by the Engineer and submitted to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

**00170.61(a) Workers' Compensation** - Replace this subsection with the following:

**00170.61(a) Workers' Compensation and Employer's Liability** - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

**00170.65(b)(1) Minimum Wage Rates** – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

**00170.70(a) Insurance Coverages** – Replace the paragraph that begins "**Contractor** – The Contractor shall..." with the following paragraph:

**Contractor** - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and as required by an extended reporting period or tail coverage requirements, and all warranty periods that apply.

Replace the paragraph that begins "**Insurance Provisions** - The Contractor and Subcontractor(s), if..." with the following paragraph:

**Insurance Provisions** - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation/Employer's Liability. The

Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

Replace the paragraph that begins “**Commercial General Liability** - The Contractor shall provide Commercial...” with the following paragraph:

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor’s liability for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

<b>Insurance Coverages per Occurrence</b>	<b>Combined Single Limit</b>	<b>Annual Aggregate Limit</b>
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	(Aggregate limit not required)

**00170.70(b) Extended Reporting** - Replace the paragraph that begins "The Contractor or Subcontractor shall..." with the following paragraph:

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notification under 00150.90(b) and 00180.50(g).

**00170.70(c) Excess/Umbrella Liability** - Replace this subsection, except for the subsection number and title, with the following:

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required minimum limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. In addition, the limits of the underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.

**00170.70(d) Additional Insured** - Replace the paragraph that begins "The liability insurance coverages of 00170.70(a)..." with the following paragraph:

The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and their respective officers, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability insurance coverages of 00170.70(a) shall also include an Additional Insured Endorsement endorsing the “State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents, and employees” as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall

include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

**00170.70(e) Workers' Compensation** - Replace the title of this subsection with “**Workers' Compensation and Employer's Liability**”

**00170.70(g) Certificate(s) of Insurance** – Replace this subsection, except for the subsection number and title, with the following:

**(g) Certificate(s) of Insurance** - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List Marion County, its officers, members, agents, and employees as a Certificate holder and as an Additional Insured under separate written endorsement for the coverages required under the Contract.
- On Federal-aid Projects, list the “State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees” as a Certificate holder and endorse as an Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability;
- Include a list of all policies that fall under the Excess/Umbrella Liability Insurance if Excess or Umbrella Liability Insurance is used to meet the minimum insurance requirements.

**00170.70(i) Insurance Requirement Review** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor agrees to periodic review of insurance requirements by Agency. Agency reserves the right to periodically assess risks and the adequacy of insurance coverage and in its discretion to require additional insurance coverage or increased coverage limits on existing coverages, or both.

**00170.70(j) Builder's Risk** - Change the last two sentences to:

The policy shall include the Agency and building or structure owner as loss payees. When federal transportation funding is involved, the policy shall also include the State of Oregon as a loss payee.

## **SECTION 00180 - PROSECUTION AND PROGRESS**

Comply with Section 00180 of the General Conditions modified as follows:

**00180.20(d) Disadvantaged Business Enterprise (DBE)** – Delete this subsection.

**00180.20(e) Trucking** - Replace the paragraph that begins "This Section does not apply to..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of materials not performed with trucks owned (or rented) and operated by the Contractor.

**00180.20(e)(1) Trucking** - Delete the bullet that begins "Statement specifying whether the services will be provided by a DBE..."

**00180.20(e)(2) Limitations** - Replace the paragraph that begins "The approved trucking services agreements..." with the following paragraph:

The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned (or rented) and operated by the Contractor. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any Work on the Project Site.

**00180.21(a) General** – Replace the bullet that begins " If the Subcontractor is providing any..." with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following Subsection:

**00180.40(c) Specific Limitations** - Limitations of operations specified in these Special Provisions and the General Conditions include, but are not limited to, the following:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities.....	00150.50
Cooperation with Other Contractors .....	00150.55
Contract Completion Time .....	00180.50(h)
Traffic Lane Restrictions .....	00220.40(e)(1)
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic .....	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

**00180.41 Project Work Schedules** - Add the following paragraph:

The Contractor shall provide a Type "B" Schedule and submit a supplemental "look ahead" Project Work schedule each week to the Engineer.

In addition to the "look ahead" Project Work schedule, a Type B schedule as detailed in the Standard Specifications is required on this Contract.

**00180.50(h) Contract Time** – There is one Contract Time on this Project as follows:

The Contractor shall complete all Work to be done under the Contract not later than October 22, 2026.

**00180.85(b) Liquidated Damages** - Add the following to the end of this subsection:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1355 per Calendar Day \*.

\* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

## **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the General Conditions.

## **SECTION 00195 - PAYMENT**

Comply with Section 00195 of the General Conditions modified as follows:

### **Provisions and Requirements**

**00195.10 Asphalt Cement Material Price Escalation/De-escalation** - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

**00195.50(c) Forms of Retainage** - Replace this subsection, except for the subsection number and title, with the following:

**(c) Forms of Retainage** - If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

**(1) Cash, Alternate A** - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing account, in a bank or other financial institution for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

**(2) Cash, Alternate B (Retainage Surety Bond)** - The Contractor may submit a Surety bond in lieu of all or a portion of the retainage required under the Contract. The Agency will accept this Surety bond unless the Agency first finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560(1)(c).

The Surety bond must be in substantially the form specified in ORS 701.435 (4) (Oregon House Bill 4006, 2024), and executed by a Surety bonding company that is authorized to transact Surety business in the State of Oregon and may not be a Surety obligation of an individual. The Surety bond and any proceeds of the Surety bond must be made subject to all claims and liens and in the same manner and priority specified for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625. Agency will reduce the cash retainage held by an amount equal to the value of the Surety bond and pay the amount of the reduction to Contractor according to ORS 279C.570. Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

When the Agency accepts a Surety bond in lieu of retainage from the Contractor, the Contractor shall accept Surety bonds from Subcontractors or Suppliers from which the Contractor has withheld retainage. At any time before final payment a Subcontractor may submit a Surety bond to the Contractor and request that the Contractor submit a Surety bond as described above for the portion of the Contractor's retainage that pertains to the Subcontractor. The Surety bond the Subcontractor provides to the Contractor must meet the Agency requirements specified in the paragraph above. When a Contractor at a Subcontractor's request obtains and submits a Surety bond under this subsection, the Contractor may withhold from payments to the Subcontractor an amount equivalent to the portion of the Contractor's Surety bond premium for which the Subcontractor is responsible in accordance with ORS 279C.560 (Oregon House Bill 4006, 2024).

Within 30 Days after a Subcontractor's request the Contractor shall provide a Surety bond as described above, and the Agency will accept the Surety bond unless:

- the Agency finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560;
- a Surety bond is not commercially available;
- the Subcontractor refuses to pay to the Contractor the Subcontractor's portion of the Surety bond premium; or
- the Subcontractor refuses to provide the Contractor with a Surety bond that meets the requirements of ORS 279C.560(1)(b).

Notwithstanding 00195.50(d), within 30 Days of receiving a Surety bond from Contractor at a Subcontractor's or Supplier's request, Agency will release to the Contractor the amount held as retainage that is equivalent to the amount the Contractor submitted as a Surety bond. Contractor shall, within 30 Days after receiving a Surety bond from a Subcontractor or Supplier, release to the Subcontractor or Supplier the amount the Contractor holds as retainage that is equivalent to the amount of the Surety bond submitted, in accordance with ORS 279C.560(8).

**(3) Bonds, Securities, and Other Instruments** - Contractor may deposit bonds, securities or other instruments with the Agency or in a bank or other financial institution, to be held by Agency instead of cash retainage for the benefit of the Agency, which the Agency will accept unless the Agency first finds in writing good cause for rejection based on unique project circumstances, in accordance with ORS 279C.560(1)(c).

If the Contractor deposits bonds, securities or other instruments, and Agency does not reject the bonds, securities or other instruments as permitted by ORS 279C.560(1)(c), the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be of a character approved by the Director of the Oregon Department of Administrative Services, including, but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

**00195.50(f) Prompt Payment Policy** - Replace this subsection, except for the subsection number and title, with the following:

Payments shall be made promptly according to ORS 279C.560, ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

**SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the General Conditions.

**SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the General Conditions.

**SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS**

Comply with Section 00199 of the General Conditions.

## SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

## SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.02(a) General Requirements** - Add the following bullet to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a Roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install Surfacing, and open the Roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the Roadway.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

**00220.03 Work Zone Notifications** - Add the following:

**(c) Portable Changeable Message Signs (PCMS)** – A minimum of 7 days prior to the start of construction install PCMS's facing oncoming traffic with dates and hours of construction.

Recommended advance notification messages:

Panel 1	Panel 2
ROADWORK	FLAGGING
STARTING	MM/DD-DD
MMM DD	XAM-XPM

**00220.40(e)(1) Single Lane Closure** - Replace this subsection, except for the subsection number and title, with the following:

Traffic Lanes may be closed on North Fork Road when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

**Single Lane Closures** – One Traffic Lane on North Fork Road may be closed during the following times:

- Daily, Monday through Friday, between 7:00 a.m. and 7:00 p.m.

**00220.60(a)(1) Contractor Responsibility** - Replace this subsection, except for the subsection number and title, with the following:

If this Work is not completed and in place, the Agency may do the Work according to 00220.60(d).

Do the following at no additional cost to the Agency:

- Keep surfaces being used by Public Traffic free of all dirt, mud, gravel, materials, and debris.
- Repair damage to surfaces caused by the Contractor's operations.

**(a)** Before periods of no active Work that last longer than seven consecutive Days, unless otherwise directed, do the following:

- Provide temporary pedestrian surfaces meeting the requirements of the MUTCD and Section 00228.
- Provide traversable bicycle and pedestrian routes with surfaces free of dirt, mud, gravel, and debris.

**(b)** Before periods of no active Work that is anticipated to last or lasts longer than 30 consecutive Days, unless otherwise directed, do the following:

- Provide paved Traffic Lanes at least 12 feet wide, with 2-foot wide paved Shoulders for each direction of traffic.
- Do not leave abrupt edges.
- Remove or cover temporary construction signs unless otherwise directed.
- Clean, install, and reinstall all necessary pedestrian, motor vehicle, and bicycle channelization and pavement markings, unless otherwise directed.

### **SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

Comply with Section 00221 of the Standard Specifications modified as follows:

**00221.06 Traffic Control Plan** - Replace this subsection with the following subsection:

**00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –**

**(a) Traffic Control Plan** - Submit one of the following, 5 Calendar Days before the preconstruction conference:

**(1) Agency Traffic Control Plan** - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

**(2) Contractor-Modified Traffic Control Plan** - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

**(b) Tourist-Oriented Directional and Business Logo Signs** - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

**(1) No Signs** - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

**(2) Signs** - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

**00221.90(b) Temporary Protection and Direction of Traffic –** Replace the bullet that begins “Providing, Surfacing, maintain...” with the following bullet:

- Providing, surfacing, maintaining, removing, and restoring the TPAR.

### **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

Comply with Section 00222 of the Standard Specifications modified as follows:

**00222.40(e) Temporary Sign Placement** - Add the following to the end of the bullet list:

- Place a "WAIT FOR FLAGGER" (CR4-23) sign approximately 50 feet in advance of each flagger station, facing incoming pedestrian traffic. Install the sign on a conical marker or other temporary sign support, as shown or as directed. Do not allow the sign installation height or location to block the visibility of the flagger for incoming Public Traffic.
- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the east and west ends of the Project, facing incoming traffic as shown, or as directed. Use the PCMS at the west end of the Project to provide additional advance warning of pedestrians in the roadway for eastbound traffic.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on North Fork Road, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of  $(A \div 2)$  according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install the permanent 12-inch by 18-inch "NO STOPPING STANDING PARKING" (Custom) signs as temporary signs at a maximum 200-ft spacing between Sta. 70+00 and Sta. 82+00 along the south side of North Fork Road facing incoming traffic, as directed, where on-street parking is prohibited. Maintain the signs during construction. Reinstall the signs in permanent locations as shown, or as directed, once construction is completed.

**SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES**

Comply with Section 00223 of the Standard Specifications.

**SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

Comply with Section 00224 of the Standard Specifications.

**SECTION 00280 - EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.00 Scope** - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the NPDES 1200-CA, 1200-CN, OR 1200-C permit if applicable.

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

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is applicable to the Project.

**00280.02 Definitions** - Delete the definition **Wet Season Work**

**00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands** - Replace the bullet that begins "Information required under 1200-CA..." with the following bullet:

- Information required under 1200-CA permit, if applicable.

Add the following paragraphs to the end of this subsection:

Fill in required information listed on the ESCP cover sheet prior to beginning of construction and submit revised cover sheet to Engineer 10 Days before the preconstruction meeting. Monitor weather, stormwater runoff, and receiving waters, and document monitoring observations. Immediately upon discovery, notify Engineer if a 1200-CA permit non-compliance occurs. Provide updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.20(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit if applicable.

**00280.14(e) Slope and Channel Liner Matting** - Replace the bullet that begins "Type B – Slope..." with the following bullets:

- **Type B: Hydraulically-Applied** – Hydraulically-applied material composed of long strand, thermally processed wood fibers, crimped, interlocking fibers and performance enhancing additives meeting the following criteria:
  - Flexural rigidity when wet, and equal to or greater than 5 oz-yd.
  - Permissible shear stress 1.0 lbs/sqft or greater
  - Thermally processed wood fibers – 73%
  - Crosslinked hydro-colloid tackifiers and activators – 10% + 1%
  - Crimped, interlocking fibers - 5% +1%
  - Moisture content – 12% + 3%
  - Fully Biodegradable
  - A cure time of less than 2 hours during wet weather.

**00280.16(k) Active Treatment System** – Add the following sentence to the end of this subsection:

Obtain approval of the active treatment system from DEQ prior to use.

**00280.30 Erosion and Sediment Control Manager** –

Add the following bullet to the beginning of the bullet list under "The ESCM duties include:"

- Be present at the Project Site during all ground disturbing activities.

Replace the bullet that begins "Monitor rainfall, snow melt and runoff ..." with the following bullet:

- Visually monitor rainfall, snow melt and runoff at the Project Site.

Replace the bullet that begins “Monitor water quality in receiving streams in ...” with the following bullet:

- Visually monitor water quality in receiving streams in the vicinity of the Project Site.

Replace the bullet that begins “Monitor water in sediment traps receiving ...” with the following bullet:

- Monitor the pH of the water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.

**00280.41(c) Wet Season Work and Temporary Work Suspension** - Replace this subsection with the following subsection:

**00280.41(c) Temporary Work Interruption** - Update the ESCP and schedule for Work proposed between October 1 and May 31 to ensure that all appropriate controls, including ESC during Work interruption, are implemented and maintained. Submit the updated ESCP and schedule to the Agency and receive approval before beginning any Work between October 1 and May 31.

Between October 1 and May 31, limit excavation and bare ground activities to only those required for immediate operations. Stabilize stockpiles at the end of each workday by diverting flows, placing covers, or installing Sediment barriers.

**00280.41(f) Hauling Material** – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency Materials on the Project Site:

Item	Quantity
Inlet Protection, Type 4.....	2 Each
Check Dam, Type 3.....	4 Each
Sediment Barrier, Type 3.....	100 Foot

When emergency materials are used, restock emergency materials within 48 hours of use.

**00280.62 Inspecting and Monitoring** – Delete the paragraph that begins “Inspect the Project Site...”.

**00280.62(a) Inspection** - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

**00280.62(b) Rainfall** – Add the following to the end of this subsection:

The closest on-line rain gauge is located at:

forecast.weather.gov/MapClick.php?lat=44.71756&lon=-122.69225&unit=0&lg=english&FcstType=graphical

**00280.64(a) Corrective Action Timelines** – Delete the bullet that begins “If completion of corrective action is not feasible...”

Delete the bullet that begins “Provide a schedule for clean-up and corrective actions...”

Delete the bullet that begins “Provide all corrective action documentation and photographs...”

**00280.64(b) Corrective Action Documentation** – Add the following bullets to the beginning of the bullet list:

- If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
- Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.
- Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

**00280.91 Payment** – Replace the paragraph that begins “Emergency Materials that are incorporated...” with the following paragraph:

Materials listed in 00280.48 that are incorporated into the Project will be paid for under the appropriate items listed in the Contract Schedule of Items.

## **SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

### **00290.30(a)(7) Water Quality:**

- Do not discharge water contaminated by pollutants including sediment, drilling fluids and waste, concrete, grout, or water contained within a work area isolation, into any waters of the State or U.S. or conveyances draining thereto until it has been treated using Materials such as those listed in 00280.15 or 00280.16 or by pumping to a vegetated upland location. Do not allow Project discharges to increase the concentration of any pollutant in the receiving water to a level that exceeds the limits prescribed by OAR 340-041.
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives.

**00290.34(a) Regulated Work Areas** - Add the following to the end of this subsection:

The regulated work area is the area at or below the ordinary high water (OHW) elevation shown on the plans.

Add the following subsection:

**00290.34(c) Aquatic Species Protection Measures Required by Environmental Permits:**

**(1) General Requirements:**

- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.

**(2) Drilling, Boring, or Jacking** - If drilling, boring, or jacking is used, the following conditions apply:

- Design, build, and maintain facilities to collect and treat all construction and drilling discharge water using the best available technology applicable to site conditions. Provide treatment to remove debris, nutrients, sediment, petroleum hydrocarbons, metals, and other pollutants likely to be present. An alternate to treatment is collection and proper disposal offsite.
- Isolate drilling operations from wetted stream to prevent drilling fluids from contacting waters of the State or waters of the U.S.
- Use casing to prevent loss of drilling fluid to the subsurface formation. Do not drill without a containment method to keep drilling fluids and slurry isolated.
- If it is necessary to drill through an over-water bridge deck, use containment measures to prevent drilling debris from entering the stream channel.
- If drilling fluid or waste is released to surface water, wetland or other sensitive environment, cease all drilling pending written approval from appropriate regulatory agencies through the Engineer to resume drilling.
- Recover all waste and spoils if precipitation is falling or imminent. Recover, recycle, or dispose of all drilling fluids and waste to prevent entry into flowing water.
  - Recycle drilling fluids using a tank instead of drill recovery/recycling pits, whenever feasible.
  - When drilling is completed, make attempts to remove the remaining drilling fluid from the sleeve (for example: by pumping) to reduce turbidity when the sleeve is removed.

**00290.36(a) Migratory Birds** - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

**(1) Bird Management** - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have

access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

**00290.51 Protection of Sensitive Cultural Sites** - Add the following to the end of this subsection:

There are no sensitive cultural sites or areas of high probability for cultural resources on this Project.

The Region Environmental Coordinator for this Project is Donna Hinze.

The Agency Archaeology Representative for this Project is Jessica Curteman.

All contact with the Agency Archaeology Representative and the Region Environmental Coordinator shall be through the Engineer.

**SECTION 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications.

**SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**00310.80 Measurement** - Replace the bullet "Length and Area..." with the following bullet:

- **Length and Area** - The length or area of the Structure or item actually removed, will be measured along the line and grade of the Structure or item for each continuous Structure or item removed. Measurement will be on the length or area basis, limited to the Neat Lines shown or directed.

Asphalt Pavement Sawcutting will be measured by the linear foot of sawcut, limited to the Neat Lines shown or directed unless otherwise specified. Methods other than sawcutting will not be measured. If the depth is greater than shown, the length will be adjusted by converting to an equivalent number of feet on a proportionate-length basis.

Additional concrete sawcutting beyond what is shown or directed by the Engineer will not be measured.

**00310.92 Separate Item Basis** -

Replace the Pay Item Asphalt Pavement Sawcutting with the following Pay Item:

<b>Pay Item</b>	<b>Unit of Measurement</b>
-----------------	----------------------------

(g) Asphalt Pavement Sawcutting, _____ inches Deep.....	Foot
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Replace the paragraph that begins "Item (g) applies..." with the following paragraph:

In item (g), the depth of cutting will be inserted in the blank.

Add the following paragraph to the end of the subsection:

No separate or additional payment will be made when methods other than sawcutting are utilized where sawcutting is shown or directed.

### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications modified as follows:

**00320.40(c) Tree and Vegetation Trimming** - Replace the bullet that begins "Trim branches obstructing sight..." with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

### **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.03 Basis of Performance** - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

**00330.42(c)(3) Embankment Slope Protection** - Add the following paragraph to the end of this subsection:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

**00330.43(d) Small, Irregular Fill Areas** – Replace the paragraph that begins "The density requirements of 00330.43 do not apply..." with the following paragraph:

The density requirements of 00330.43 do not apply to irregular fill areas outside of the travel lanes that have a total volume of no more than 150 cubic yards at each location. Construct these areas according to the following:

### **SECTION 00350 - GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications.

### **SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 of the Standard Specifications.

### **SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE**

Comply with Section 00445 of the Standard Specifications.

### **SECTION 00460 - PAVED CULVERT END SLOPES**

Comply with Section 00460 of the Standard Specifications.

### **SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

Comply with Section 00470 of the Standard Specifications.

## SECTION 00570 - TIMBER STRUCTURES

Comply with Section 00570 of the Standard Specifications.

## SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

**00620.43 Maintenance Under Traffic** - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

## SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

**00641.10(a) Base and Shoulder Aggregate** - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base Aggregate shall be either 1-inch-0 or ¾-inch-0 size.

## SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.11 Emulsified Asphalt** – Replace the sentence that begins "Furnish CSS-1, CSS-1h..." with the following sentence:

Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.

Delete the paragraph that begins "Obtain samples according to AASHTO R 66...".

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 0.3 Tons of Emulsified Asphalt in tack coat will be required on this Project.

## SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

Add the following subsection:

**00744.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

## SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows:

**00749.14 Concrete** - Delete this subsection.

## SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.11 Aggregate Base** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Aggregate Base Materials for Base, foundation courses, Leveling courses, or bedding meeting the requirements of 00640.10 or dense graded Base Aggregate in 00641.10 as appropriate and included in the Special Provisions.

**00759.22(a) Qualified Smart Levels** – Replace this subsection, except for the subsection number and title, with the following:

Slopes will be measured with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346 or 92510.

**00759.42 Foundations** - Replace this subsection with the following subsection:

**00759.42 Aggregate Base** - Before placing concrete, prepare underlying Aggregate Base surfaces according to Section 00641.

**00759.51 Curing** - Add the following paragraph to the end of this subsection:

Concrete Structures may be opened to Public Traffic before 7 Calendar Days if the concrete has reached a minimum compressive strength of 2,000 psi as verified by the rebound number determined according to ASTM C805. Test at locations as directed.

**00759.80 Measurement** - Replace the bullet that begins “**Each Basis...**” with the following bullet:

- **Each Basis** - Measurement will be by actual count.

**00759.90 Payment** - Delete Pay Item (k) from the Pay Item list.

Delete the paragraph that begins “Item (k) includes...”.

In the paragraph that begins "No separate or additional payment...", add the following bullet to the end of the bullet list:

- The additional Work required to construct a curb ramp or replace an existing curb ramp, including any corrective action.

## SECTION 00815 - BOLLARDS

Comply with Section 00815 of the Standard Specifications.

**SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

**SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT**

Comply with Section 00860 of the Standard Specifications.

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 of the Standard Specifications.

**SECTION 00910 - WOOD SIGN POSTS**

Comply with Section 00910 of the Standard Specifications.

**SECTION 00920 - SIGN SUPPORT FOOTINGS**

Comply with Section 00920 of the Standard Specifications modified as follows:

**00920.10 Materials** - Replace this subsection, except subsection number and title, with the following:

Furnish Materials for constructing sign support footings meeting the following requirements:

Anchor Bolts .....	02560.30
Backfill, unless otherwise directed ....	00510.10 or 00510.11
Commercial Grade Concrete .....	00440
Reinforcement.....	02510
Structural Concrete.....	00540

Furnish Commercial Grade Concrete for minor sign support foundations. Furnish structural concrete for major sign support foundations.

**00920.41 Concrete** - Replace the paragraph beginning “Construct concrete sign foundations...” with the following:

Construct concrete minor sign support foundations according to Section 00440 and the applicable portions of 00540.48(a). Construct major sign support footings according to Section 00540.

**00920.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

<b>Support Type</b>	<b>Quantity</b>
Perforated Steel Square Tube Anchor Sign Supports	0.27 cu. yd.

## SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
<b>Minor Sign Supports</b>	
Perforated Steel Square Tube Anchor Sign Supports	15

## SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

**00940.47 Sign Erecting** - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

**00940.90 Payment** - Add the following paragraph(s) to the end of this subsection:

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

## SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

**00960.30 Licensed Electricians** – Replace this subsection, except for the subsection number and title, with the following:

According to the Oregon Administrative Rule 918-282-0120(1), no person or Entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282-0140 or 918-282-0170.

Add the following subsection:

**00960.42(c) Metallic Conduit** – Paint the following with rust-preventative coating:

- Threads on all metal conduit.
- Areas where the coating has been damaged so underlying metal is exposed.
- Exposed, ungalvanized threads resulting from field cuts.

If corrosive Soil conditions exist, coat metallic conduit with a nonmetallic coating or wrap with corrosion protection tape at least 10 mils thick.

Add the following subsection:

**00960.42(d) Connecting Non-Metallic Conduit to Metallic Conduit** - Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit.

Add the following subsection:

**00960.45(h) Metallic Junction Boxes and Lids** - Bond metal junction boxes and lids to form a continuous effectively grounded and bonded system with metallic conduit, grounding wire, metal standards and controller cabinets. Leave enough slack in the bond wire connected to the lid to allow complete removal of the lid. Junction boxes only containing circuits that operate at less than 25 V do not need to be bonded.

**00960.46 Service Cabinet and Electrical Energy** -

Add the following to the end of the subsection:

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

**Table 00960-1**

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
North Fork Road	CPI	Heather Majury <a href="mailto:heatherh@cpi.coop">heatherh@cpi.coop</a> 541-609-8056	WO#25003362

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

### **SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS**

Comply with Section 00962 of the Standard Specifications modified as follows:

**00962.05(c) Illumination Supports** – Add the following to the end of this subsection:

The following Valmont Industries luminaire pole and arm or an approved equal are prequalified for use on the Project:

- Pole: 2208-45-80-6-T-E-D1-SBF with a handhole and anti-rotation device
- Arm: 1TA0832B45-SBF

**00962.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Provide Backfill Material that is ¾-inch-0 size.

**00962.43 Foundations** – Replace this subsection, except for the subsection number and title, with the following:

Place the backfill material in well-compacted uniform lifts not exceeding 6 inches compacted thickness. Place the backfill material directly against the sides of the excavation and the pole.

Where obstructions prevent the construction of planned foundations, construct the foundations in the location directed. Any extra cost due to the site change will be paid according to 00195.20.

If it is determined that foundations will extend deeper than shown, the extra foundation depth will be paid according to 00195.20.

**00962.46 Steel Illumination and Signal Poles** – Delete this subsection.

**00962.48 Coating** – Delete this subsection.

**00962.50 Grounding and Bonding** – Delete this subsection.

## **SECTION 00970 - HIGHWAY ILLUMINATION**

Comply with Section 00970 of the Standard Specifications modified as follows:

Add the following subsection:

**00970.16 LED Luminaires on Roadway Lighting Systems** - Furnish the following models or an approved equal:

- EVLUMA AREAMAX, AX-55-30-3-C-S3-STD-20 with a back side shield and dimmed to 50% lumen output

When furnishing an LED luminaire model that is not specified as approved, the luminaire shall meet the requirements of 02926.54.

**00970.47 HDPE Conduit and Connectors** – Replace the paragraph that begins "High Density Polyethylene (HDPE) conduit may be used..." with the following paragraph:

High Density Polyethylene (HDPE) conduit may be used for horizontal directional drilling (HDD) applications. Provide HDPE conduit that is gray in color. Join HDPE conduit sections by mechanical fittings that have barbed threads on both ends or by a swedge coupler with two-part conduit adhesive.

Add the following subsection:

**00970.48 General Electrical and Communication Systems** – Construct the electrical and communication systems as shown. Coordinate with the Agency on the items listed in 00160.30 that will be positioned or provided by the Agency and install backfill as needed for Agency provided items, as needed.

Construct trenching, install conduits and install backfill for the electrical and communication systems as shown. Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Provide trench bedding and backfill material as shown.

Provide tracer wire and marking tape in all electrical and communication trenches as shown. Place the tracer wire directly over the conduit and on top of the conduit bedding Material. Make tracer wire splices using a solderless connection kit that effectively moisture-seals two or more conductors for direct burial and securely join the wires both mechanically and electrically. Insulate splices to be moisture-proof and waterproof. Splices wrapped with tape will not be accepted as waterproof. Have all splice kits approved prior to installation. Test all tracer wire with locating Equipment prior to acceptance.

**00970.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for Work performed under this Section. The estimated quantities of lighting poles and arms are listed on the Project Plans.

**00970.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Lighting Poles and Arms.....	Lump Sum
(b) Luminaires, Lamps, and Ballasts.....	Lump Sum
(c) Switching, Conduit, and Wiring .....	Lump Sum

Item (c) includes all light pole foundations, electrical and communications systems, including trenching, conduit bedding and backfill, horizontal directional drilling, conductors, grounding and bonding, switches, conduit, cabinets, wiring, delineators, junction boxes, splice vault pits, transformer vault pits, reinstalling electrical equipment, and all other electrical and communications system incidental items necessary to complete the Work as specified or shown.

Excluded from item (c) is all work associated with the camera pole, camera pole foundation and camera pole conduits described and paid for under 00985.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for labeling the luminaires or poles.

### **SECTION 00985 - ITS ELECTRICAL SYSTEM INSTALLATION**

Section 00985, which is not a Standard Specification, is included in this Project by Special Provision.

#### **Description**

**00985.00 Scope** - In addition to requirements of Section 00960 and 00962, install ITS electrical system as shown or specified.

**00985.01 Regulations, Standards, and Codes** - Comply with the following standards where applicable:

- Underwriters Laboratories (UL)
- 50-2015 - Enclosures for Electrical Equipment, Non-Environmental Considerations
- 1581-2001 - Reference Standard for Electrical Wires, Cables, and Flexible Cords

**00985.02 Submittals** - Submit according to 00150.37, within 30 Calendar Days after execution of the Contract, the following:

- Camera Pole and Pedestal Foundation

Include the manufacturer's name, model numbers, catalog sheets and other descriptive literature of proposed materials. Provide the catalog sheets and literature including technical data, physical properties and operational description in sufficient detail to demonstrate the equipment meets these specifications.

#### **Materials**

**00985.40 Excavation and Backfill** - Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Provide trench bedding and backfill material as shown.

#### **Construction**

**00985.41 Installation** - Install the Materials as specified, shown, and according to the manufacturer's instructions.

**00985.43 Foundations** – Construct foundations according to Section 00962.43.

**Measurement**

**00985.80 Measurement** - No measurement of quantities will be made for Work performed under this Section.

**Payment**

**00985.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
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(a) Electrical Systems Installation, Camera Pole .....	Lump Sum
--	----------

Item (a) includes furnishing and installing the junction boxes, camera pole, pole concrete pedestal foundation, conduits, trenching, backfill, grounding and bonding, and all other Incidental items necessary to complete the Work.

Payment will be payment in full for furnishing and placing all Materials; and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- required submittals and documentation

**SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE**

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

**Description**

**01012.00 Scope** - This Work consists of furnishing and installing a water quality biofiltration swale as shown.

**Materials**

**01012.10 Materials** - Furnish Material meeting the following requirements:

Drainage Geotextile, Type 1 .....	02320
Granular Drain Backfill Material .....	00430.11
Slope and Channel Liner Matting.....	00280.14(e)

**01012.12 Water Quality Mixture** - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

<b>Sieve Size</b>	<b>Percent Passing (by Weight)</b>
No. 4	100
No 10	95 - 100
No. 40	40 - 60

No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

**01012.15 Slope and Channel Liner Matting** - Furnish channel liner matting meeting the requirements of 00280.14(e) for resistance to shear stresses calculated for a 10-year storm event.

**Construction**

**01012.40 General** - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Perform work in sequence as follows:

- (a) **Scarify** - Scarify the subsoil area a minimum 12 inches deep.
- (b) **Placement of Water Quality Mixture** - Place the water quality mixture during dry weather in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller.
- (c) **Seeding** - Seed according to 01030.13.
- (d) **Slope and Channel Liner Matting** - After seeding install slope and channel liner matting as shown or directed.

**Maintenance**

**01012.70 Cleaning** - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before the installation of the drainage geotextile , water quality mixture, and matting .

**01012.71 Removal** - Remove temporary erosion and sediment control features according to 00280.70 only after water quality vegetation has met the establishment requirements of 01030.60.

**Measurement**

**01012.80 Measurement** - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Materials are:

**Water Quality Swale WQS-1 Quantities:**

Item	Quantity
Excavation.....	49 Cu. Yd.
Drainage Geotextile, Type 1 .....	78 Sq. Yd.
Granular Drain Backfill .....	22 Cu. Yd.

Water Quality Mixture ..... 22 Cu. Yd.  
 Matting, Type B ..... 196 Sq. Yd.

**Payment**

**01012.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Swale, \_\_\_\_\_".

The drainage facility identification number will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

**SECTION 01030 - SEEDING**

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

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

Provide the following seed mix formulas:

- **Permanent Seeding, Mix No. 1:**

<b>Botanical Name (Common Name)</b>	<b>PLS Specified Rate (lb/acre)</b>
Agrostis exerata (Spike Bentgrass)	5
Bromus carinatus (California Brome)	27
Clarkia amoena (Farewell to Spring)	3
Elymus glaucus (Blue wildrye)	27
Deschampsia cespitosa (Tufted Hairgrass)	5
Festuca idahoensis (Roemer's Fescue)	27
Hordeum brachyantherum (Meadow Barley)	27
Lotus purshianus (American Bird's Foot Trefoil)	3
Lotus purshianus (Streambank Lupine)	3
Oenothera elata hookeri (Hooker's Evening Primrose)	2.5

- **Permanent Seeding, Mix No. 2:**

Beckmania syzigachne (American Sloughgrass)	7
Deschampsia cespitosa (Tufted Hairgrass)	5
Elymus glaucus (Blue wildrye)	26
Festuca rubra rubra (Native Red Fescue)	9

Glyceria occidentalis (Western Mannagrass)	7
Lupinus rivularis (Streambank Lupine)	4
Mahonia nervosa (Dull Oregon Grape)	3
Rosa pisocarpa (Swamp Rose)	3

• **Permanent Seeding, Mix No. 3:**

Beckmania syzigachne (American Sloughgrass)	9
Deschampsia cespitosa (Tufted Hairgrass)	7
Elymus glaucus (Blue wildrye)	45
Festuca rubra rubra (Native Red Fescue)	30
Glyceria occidentalis (Western Mannagrass)	9
Lupinus rivularis (Streambank Lupine)	6
Mahonia aquafolium (Tall Oregon Grape)	5
Mahonia nervosa (Dull Oregon Grape)	5
Rosa nutkana (Nootka Rose)	5
Spirea douglasii (Douglas Spirea)	5
Symphoricarpos Albus (Common Snowberry)	3.5

\* Oregon Certified Seed

**01030.15 Mulch** - Add the following paragraphs and bullets to the end of this subsection:

Furnish compost mulch for seeding. Straw mulch may be used for temporary erosion prevention according to 00280.42(a) Soil Exposure Limitations.

**01030.17 Pesticides** - Add the following to the end of this subsection:

Do not apply herbicides that include any herbicide carrier (i.e. solvent) other than water. Utilize only the following herbicides for Project Work:

- aquatic imazapyr
- aquatic glyphosate
- aquatic triclopyr-TEA
- chlorsulfuron
- clopyralid
- imazapic
- imazapyr

- metsulfuron-methyl
- picloram
- sethoxydim
- sulfometuron-methyl

Apply only the herbicide adjuvants described in Table 01030-1 for Project Work.

**Table 01030-1**

Adjuvant Type	Trade Name
Surfactant	Agri-Dex
Surfactant	LI 700
Drift Retardant	41-A
Drift Retardant	Vale

**01030.42 Weed Control** - Replace the following paragraph that begins "When the Contract..." with the following:

Remove and prevent regrowth of Specified Weeds, Weed plant parts, and weed seeds within the Project limits. Do not perform weed control within designated No Work Zones.

Add the following paragraph and bullets after the paragraph that begins "If a pesticide has been approved for..." and before subsection (a):

The Specified Weeds and plant species to be removed include the following:

- Rubus discolor (Himalayan blackberry)
- Phalaris arundinaceae (reed canary grass)
- Hedera helix (English ivy)
- Cytisus scoparius (Scotch Broom)

Add the following subsection:

**01030.42(e) Herbicide Application** - Obtain written approval from the Engineer prior to application of herbicides in sensitive areas. Apply herbicides at the lowest effective label rates. Mix herbicides a minimum of 150 feet away from natural water bodies. Wash spray tanks a minimum of 300 feet from any natural water body. Utilize a non-hazardous indicator dye during herbicide applications within 100 feet of natural water bodies. Keep spray nozzles as low as possible and utilize the largest droplet size possible in order to minimize drift. Provide documentation of wind speed and direction, air temperature, ground temperature, and date of application to the Engineer within 5 Days of broadcast herbicide applications.

Do not apply herbicides during the following conditions:

- When soil is saturated, except for soil-activated herbicides.
- Within 48 hours prior to and during a forecasted rain event of 0.5 inches or greater in a 24-hour period.
- When wind speeds exceed 10 miles per hour, or are less than 2 miles per hour.
- During temperature inversions.
- When ground temperatures exceed 80 °F.

Adhere to the adjuvant application limitations in Table 01030-2. Regulated work area (RWA) is defined in 00290.34(a).

**Table 01030-2**

Adjuvant Type	Trade Name	Limitations
Surfactant	Agri-Dex	Do not apply within RWA
Surfactant	LI 700	Do not apply within RWA
Drift Retardant	41-A	Do not apply within RWA
Drift Retardant	Vale	Do not apply within 150 feet of natural water bodies

During herbicide application, adhere to the buffer distance requirements in Table 01030-3 through Table 01030-10.

**Table 01030-3:** Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, Labeled for Aquatic Use

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
aquatic glyphosate	100 feet	Waterline	Waterline
aquatic imazapyr	100 feet	15 feet	Waterline
aquatic triclopyr-TEA	Not Allowed	15 feet	Waterline

**Table 01030-4:** Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, Labeled for Aquatic Use

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
aquatic glyphosate	50 feet	No buffer	No buffer
aquatic imazapyr	50 feet	No buffer	No buffer
aquatic triclopyr-TEA	Not Allowed	No buffer	No buffer

**Table 01030-5:** Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, Low Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	100 feet	15 feet	RWA boundary
Clopyralid	100 feet	15 feet	RWA boundary
metsulfuron-methyl	100 feet	15 feet	RWA boundary

**Table 01030-6:** Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, Low Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	50 feet	No buffer	No buffer
Clopyralid	50 feet	No buffer	No buffer
metsulfuron-methyl	50 feet	No buffer	No buffer

**Table 01030-7:** Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, Moderate Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	100 feet	50 feet	RWA boundary
sulfometuron-methyl	100 feet	50 feet	5 feet
Chlorsulfuron	100 feet	50 feet	RWA boundary

**Table 01030-8:** Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, Moderate Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	50 feet	15 feet	RWA boundary
sulfometuron-methyl	50 feet	15 feet	RWA boundary
Chlorsulfuron	50 feet	15 feet	RWA boundary

**Table 01030-9:** Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, High Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Picloram	100 feet	50 feet	50 feet
Sethoxydim	100 feet	50 feet	50 feet

**Table 01030-10:** Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, High Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Picloram	100 feet	50 feet	50 feet
Sethoxydim	100 feet	50 feet	50 feet

**01030.48 Application** - Add the following to the beginning of this subsection:

Apply Permanent Seeding, Mix No. 1 to all disturbed areas not to be paved, concrete or gravel, except for areas to be seeded with Permanent Seeding, Mix No. 2 and Mix No. 3.

Apply Permanent Seeding, Mix No. 2 to the swale as shown in the plans.

Apply Permanent Seeding, Mix No. 3 to all disturbed areas outside of the new fence.

**01030.48(d) Seeding Over Mulched Areas** – Replace this subsection, except for the number and title, with the following:

Apply seed over compost mulch previously applied for erosion prevention. Ensure that the mulch meets the requirements of 01030.48(b)(2-b) and apply seed according to one of the two-step methods.

Do not apply fertilizer.

**01030.61(b) All Other Seeding** - Replace the bullet that begins "The seeding Establishment Period..." with the following bullet:

- The seeding Establishment Period will end 45 Days after the beginning of the Establishment Period, if the area was seeded within the seeding dates according to 01030.43, and all establishment responsibilities have been met.

Replace the bullet that begins "If the original seeding construction..." with the following bullet:

- If the original seeding construction is completed and accepted outside the permanent seeding dates, the Establishment Period will end 45 Calendar Days after all necessary reseeding is completed and accepted during the following seeding dates according to 01030.43.

**01030.62(b)(3) Weed Control** - Replace this subsection, except for the subsection number and title, with the following:

Kill and remove Specified Weeds as directed, prior to the Weeds going to seed. Keep WMAs and seeded areas, Weed Free throughout the Establishment Period.

**01030.90 Payment** – Delete Pay Items (l) and (m) from the Pay Item list.

Add the following to the end of this subsection:

Soil testing, topsoil, wetland soil, soil amendments, and bio-amendments will be paid for according to 01040.90.

### **SECTION 01040 - PLANTING**

Comply with Section 01040 of the Standard Specifications modified as follows:

**01040.02 Definitions:** Add the following definitions to the end of this subsection:

**Fall** - The period beginning on the equinox in September through solstice in December.

**Summer** - The period beginning on the solstice in June through the equinox in September.

**01040.04(a) Planting Work Plan** – Replace the bullet that begins "Plant installation and..." with the following bullet:

- Plant installation

Add the following bullet to the end of the bullet list:

- Plant establishment plan according to 01040.70

Add the following subsection:

**01040.05 Submittals** – Submit the following for review and approval:

- Planting work plan according 01040.04(a).
- Plant establishment plan according to 01040.70.
- Weed Control Work Plan according to 01030.42(a).
- Photo log 10 Days after each plant establishment visit and periodic inspection. Furnish date stamped photographs in photo log of each plant establishment site visit with photos of multiple individual plants, seeded areas and weed control areas that are sufficiently close to display plant condition and that are representative of the health, vigor and growth of the site plantings.

**01040.19(b) Quality** - Replace the paragraph that begins "Furnish plants that are acclimated..." with the following paragraph:

Furnish plants that are acclimated to the specific Project environmental site conditions prior to planting. Store all container-grown and balled and burlapped plant materials acquired for planting a minimum of 3 months before planting, as specified in 01040.41 or 01040.42, at a location north of the Oregon - California border.

**01040.19(h)(2) Deciduous Trees** - Replace the paragraph that begins "Trees with leaves that are..." with the following paragraph:

Trees which shed their leaves annually.

**01040.19(h)(7) Seedling Trees** - Replace the paragraph that begins "Plants that are grown from seed..." with the following paragraph:

Plants that are grown from seed in a nursery and brought to the site in a bare root condition. Provide seedlings labeled with age and certification (class number) which shows the length of time grown in a nursery seedbed, followed by the length of time grown in a transplant bed. Furnish seedling trees that are a minimum 2 years old.

**01040.41 Planting Season (West of the Cascades)** - Replace the title of this subsection with "**Planting (West of the Cascades)**".

**01040.42 Planting Season (East of the Cascades)** - Replace the title of this subsection with "**Planting (East of the Cascades)**".

**01040.48(b) Method "B" (Non-Cultivated Planting Areas)** - Replace the paragraph that begins "Finish Wetland mitigation planting ..." with the following paragraph:

Finish Wetland mitigation planting areas to specified finish elevations, blending to existing ground smoothly, as required and directed. Except for projects that are less than 1 year in duration and unless otherwise approved, review the hydrology of the area to be planted for the period November 15 to February 28 prior to planting any Wetland plants. Adjust plant types and planting locations as required or directed, based on the review of site hydrology.

**01040.49 General Planting** – Add the following bullet to the end of this subsection:

- Backfill planting pits with topsoil blended with compost mulch. In areas where pavement was removed, use imported topsoil. In other areas, use native soil. Rake and stockpile the existing compost mulch before digging the planting pit and blend the stockpiled compost mulch with imported or native topsoil soil for backfill. Thoroughly blend until incorporated before back-filling the planting pit. Remove all rocks greater than 1 inch from native backfilled soil before backfilling the planting pit.

**01040.70 Plant Establishment** – Add the following paragraph and bullets after the paragraph that begins "The Contractor is responsible..."

At a minimum of 15 Days prior to landscape Work, submit the plant establishment plan as part of the planting work plan according to 01040.05. Should the plan become unworkable at any time during Plant Establishment Period, submit a revised plan prior to proceeding with further Work. Include the following in the plant establishment plan:

- Activity descriptions necessary to ensure continued health and vigor of planted and seeded areas according to 01030.60 and 01040.71.
- Proposed scheduling of joint inspection meetings, weeding, and watering/irrigation schedule.
- Materials including herbicides and fertilizers, and Equipment to be utilized for the plant establishment.
- Proposed adaptive management activities for successful establishment of seeded, sodded, and planted areas, during changing environmental conditions or unanticipated weather.

**01040.71 Plant Care and Success Criteria** - Add the following to the end of this subsection:

The following watering frequencies are required:

- Provide watering at least twice per week during the months of May through October.
- Provide watering three times per week when the temperatures at the project site reach 80 degrees Fahrenheit or greater.
- All trees and shrubs, water at a frequency of 2 gallons per watering.

**01040.72 Periodic Inspections** - Replace the bullet that begins "Spring..." with the following bullet:

- Early May

Replace the bullet that begins "Summer..." with the following bullet:

- Mid-July

Replace the bullet that begins "Fall..." with the following bullet:

- Late September

**01040.73 Corrective Work** - Replace the paragraph that begins "The Contractor will be allowed..." with the following paragraph:

The Contractor will be allowed to replace plants outside the planting times described in 01040.41 or 01040.42 as applicable to perform corrective work after each periodic inspection.

**01040.75 Weed Control** - Replace this subsection, except for the subsection number and title, with the following:

Perform weed control throughout the Plant Establishment Period. Kill and remove Specified Weeds as directed, prior to the Weeds going to seed. Keep the plant areas Weed Free throughout the Plant Establishment Period.

**01040.77(b) Trimming and Pruning** - Replace the paragraph that begins "Prune during the dormant..." with the following paragraph:

Prune during dormancy unless otherwise specified. Remove and dispose of all dead and critically damaged plant material to maintain the overall appearance of the Project.

## **SECTION 01050 - FENCES**

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

**01050.45 Chain Link Fence** - Add the following to the end of this subsection:

All metal elements of the chain link Fence and Gate shall be powder coated black according to Section 00593.

## **SECTION 01095 - SITE FURNISHINGS**

Section 01095, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**01095.00 Scope** - This Work consists of constructing site furnishings including informational kiosks, fee stations, and telephone equipment mounting station as shown or directed. Remove, preserve, protect, and reinstall fee stations as shown or directed.

## **Materials**

### **01095.10 General:**

**(a) Informational Kiosk** - Provide informational kiosk materials meeting the following requirements:

- Provide concrete as shown and according to Section 00759.
- Provide deformed bar reinforcement as shown and according to Section 02510.
- Provide posts and beams as either S4S Western Red Cedar or S4S Douglas Fir #1 as shown. Provide roof framing lumber that is 2x (nominal thickness) as S4S Douglas Fir #2 or better as shown. Provide fascia boards and message board materials as clear S4S Western Red Cedar as shown.
- Provide a painting system of primer and paint for Cedar 1x6 T&G boards and Cedar fascia boards. Provide exterior alkyd/oil wood primer (MPI 5) and exterior latex (MPI 5) paint for intermediate and finish coats. Submit painting system information and color chips for approval prior to ordering painting system materials.
- Provide wood stain as shown that meets the following characteristics:
  - (1) A penetrating, oil-based, semi-transparent wood stain and sealer as one product that installs without overlapping joints.
  - (2) Provides protection from water, mold, mildew and ultraviolet rays.
  - (3) Does not require wiping or back-brushing, will not crack, chip or flake and will leave no runs or streaks.
  - (4) Can be applied in high temperatures and in direct sunlight.
  - (5) Colors. Submit color chips for approval before ordering in quantity.
- Provide hardware and fasteners as hot-dip galvanized according to Sections 00570 and 02150 and as shown.
- Provide roofing materials and roofing systems as shown.

**(b) Fee Station** - Provide fee station materials meeting the following requirements:

- Provide concrete as shown and according to Section 00759.
- Provide deformed bar reinforcement as shown and according to Section 02510.
- Provide hardware and fasteners as shown and according to Section 00570 and 02150.
- Provide fee station with the necessary power and communications conduits and connections as shown.

**(c) Telephone Equipment Mounting Station** - Provide telephone equipment mounting station materials meeting the following requirements:

- Provide concrete as shown and according to Section 00759.
- Provide hot-dip galvanized struts and backboard with fasteners as required and as shown. Provide hot-dip galvanized mounting backboard panel with fasteners and conduit as shown.
- Provide telephone equipment mounting station with the necessary communications connections as shown.

## **Construction**

**01095.40 General** - Install all site furnishings as shown and according to the manufacturer's recommendations:

**(a) Informational Kiosk** - Construct informational kiosk, including reinforced concrete footing and base, according to the following requirements:

- Construct concrete and deformed bar reinforcement as shown and according to Section 00759.
- Construct timber structure as shown and according to Section 00570.
- Prepare Cedar 1x6 T&G boards and Cedar fascia boards for painting according to the paint manufacturer's recommendations. Paint Cedar 1x6 T&G boards and Cedar fascia boards with one coat of primer and at least two coats of paint, according to paint manufacturer's recommendations.
- Prepare wood surfaces for staining according to the stain manufacturer's recommendations. Stain exterior cedar trim, boards, posts, roof framing members, bottom side of roof sheathing, and other wood and timber kiosk components shown on the plans with a stain meeting the requirements Section 01095.10(a). Apply at least two coats of stain, according to the stain manufacturer's recommendations.
- Install hot-dip galvanized steel hardware and fasteners according to Section 00570.41 and as shown.
- Construct roofing systems as shown and according to the most recent version of the Oregon Structural Specialty Code and according to Figure 21c, New Roof Construction Manual, Cedar Shake and Shingle Bureau, 2025 Edition, as modified on the plans.

**(b) Fee Station** - Construct fee stations, including reinforced concrete footing, meeting the following requirements:

- Remove existing fee station machines. Preserve and protect the fee station machines prior to reinstalling existing fee station machines on new reinforced concrete foundations.
- Construct reinforced concrete foundations as shown and according to Section 00579.
- Install connecting hardware and fasteners as shown.
- Reinstall the fee station machines with the necessary power and communications conduits, conductors and connections as shown.

**(c) Telephone Equipment Mounting Station** - Construct telephone equipment mounting station, including concrete footing, meeting the following requirements:

- Prepare and submit unstamped working drawings that detail the type of metal framing proposed to be used in the H frame and the connection details for the frame and the mounting backboard.
- Construct concrete foundation as shown and according to Section 00579.
- Install connecting hardware and fasteners as required.
- Telephone equipment will be mounted on the mounting backboard by others.

### Measurement

**01095.80 Measurement** - The quantities of site furnishings will be measured on the unit basis.

### Payment

**01095.90 Payment** - The accepted quantities of site furnishings will be paid for at the Contract unit price, per unit of measurement, for the following items:

**Pay Item**

**Unit of Measurement**

- (a) Informational Kiosk ..... Each
- (b) Remove and Reinstall Fee Station ..... Each
- (b) Telephone Equipment Mounting Station ..... Each

Payment will be payment in full for removing and reinstalling fee stations, furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

### **SECTION 02050 – CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** – Replace the paragraph that begins “Furnish liquid membrane-forming curing ...” with the following:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit two, one quart samples from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

### **SECTION 02130 – TIMBER AND LUMBER**

Comply with Section 02130 of the Standard Specifications modified as follows:

**02130.10 Timber and Lumber** – Replace the paragraph that begins “Unless otherwise shown or specified, all lumber...” with the following:

Unless otherwise shown or specified, all lumber and timber shall be Douglas Fir #2 and better. Fascia boards and message board materials to be clear Western Red Cedar. Grading requirements shall be according to the Special Provision.

### **SECTION 02210 – COATING MATERIALS FOR TIMBER AND CONCRETE**

Comply with Section 02210 of the Standard Specifications modified as follows:

**02210.21 Sealer for Timber** – Add the following to the end of this subsection:

Furnish a stain for timber structures that meets the following characteristics:

- A penetrating, oil-based, semi-transparent wood stain and sealer as one product Installs without overlapping joints.
- Provides protection from water, mold, mildew and ultraviolet rays.
- Does not require wiping or back-brushing, will not crack, chip or flake and will leave no runs or streaks.
- Can be applied in high temperatures and in direct sunlight.
- Colors. Submit color chips for approval before ordering in quantity:
- Transparent Cedar. For stain on exterior cedar trim, boards, and posts.
- Transparent Western Red Cedar. For stain on roof framing members and bottom side of roof.

## SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications.

## SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

**02415.40 Polypropylene Pipe** – Replace this subsection, except for the subsection number and title, with the following:

Furnish polypropylene pipe and fittings as follows:

**(a) Non-Pressure Storm Sewers and Culverts** - Furnish polypropylene pipe and fittings for non-pressure storm sewers and culverts from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764, ASTM F2881,  
or AASHTO M 330 Type S  
Triple Wall Pipe .....ASTM F2764 or AASHTO M 330 Type D  
Watertight Joints..... ASTM D3212

**(b) Non-Pressure Sanitary Sewers** - Furnish polypropylene pipe and fittings for non-pressure sanitary sewers from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764  
Triple Wall Pipe .....ASTM F2764  
Watertight Joints..... ASTM D3212

## SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.11(c) Coated Reinforcement Ties and Supports** - Delete this subsection.

**02510.11(d) Epoxy Coating Repair** - Delete this subsection.

**02510.30(d) Ties and Support** - Delete this subsection.

**02510.60 Wire Reinforcement** - Replace this subsection with the following subsection:

**02510.60 Ties and Supports** - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

**(a) Coated Reinforcement Ties and Supports** – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

**(b) Uncoated Reinforcement Ties and Supports** - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

## SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

**02560.60(a)(1) Method 1** – Replace the paragraph that begins “Continue to tighten the nut until...” with the following:

Continue to tighten the nut until the nut has turned twice the rotation shown in Table 00560-3 of Section 00560 from its snug-tight position mark for bolt lengths up to 8D ( for greater than 8D up to 12D bolt lengths tighten to 1 1/6 turn from snug-tight).

**SECTION 02630 – BASE AGGREGATE**

Comply with Section 02630 of the Standard Specifications modified as follows:

**02630.11(a) Grading** – Replace this subsection, except for the subsection number and title, with the following:

Provide open-graded Aggregate meeting the following grading requirements:

**Table 02630-2**  
**Aggregate Gradation for Open-Graded Aggregate**

<b>Sieve Size</b>	<b>Percent Passing (by Weight)</b>
1"	100
3/4"	80 - 98
1/2"	60 - 85
3/8"	30 - 45
No. 100	0 - 6 (Dry Sieve)

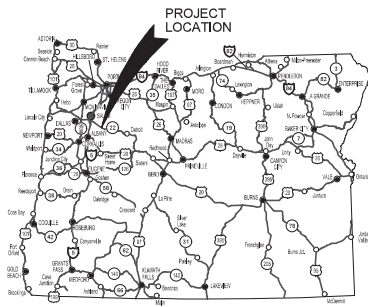
**02630.11(b) Fracture of Rounded Rock** – Replace this subsection, except for the subsection number and title, with the following:

Determine fracture of rounded Rock according to AASHTO T 335. Provide Open-graded Aggregate meeting the following fracture requirements:

**Percentage of Fracture (by Weight)**

Material Retained on 3/4", 1/2", and 1/4" Sieves (two fractured faces) ..... 90

\*\*\*END OF SPECIAL PROVISIONS\*\*\*



Overall Length Of Project - 0.15 Miles

# MARION COUNTY DEPARTMENT OF PUBLIC WORKS

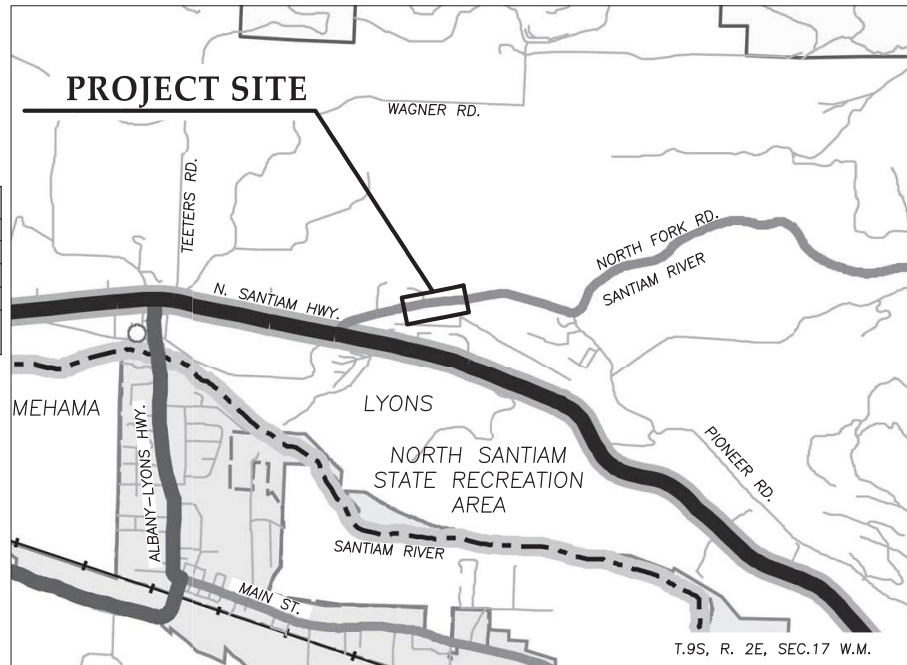
PLANS FOR PROPOSED PROJECT  
 GRADING, PAVING, DRAINAGE, LANDSCAPING, EROSION & SED CONTROL,  
 ILLUMINATION, SIGNING & STRIPING

## NORTH FORK ROAD IMPROVEMENTS PROJECT

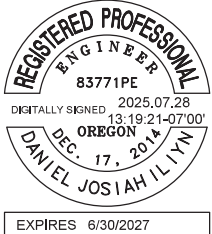
MARION COUNTY, JULY 2025  
 OVERALL LENGTH OF PROJECT - 0.15 MILES

**ATTENTION:**  
 Oregon Law Requires You To Follow Rules Adopted By The Oregon Utility Notification Center. Those Rules Are Set Forth In OAR 952-001-0010 Through OAR 952-001-0090. You May Obtain Copies Of The Rules By Calling The Center. (Note: The Telephone Number For The Oregon Utility Center Is (503) 232-1987.)

SHEET INDEX	
SHEET TITLE	DESCRIPTION
1A	COVER SHEET
1A2	SHEET INDEX
1A3	DRAWING LEGEND & NOTES
1A4	ALIGNMENT SUMMARY AND SURVEY CONTROL



N.T.S.



MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
 DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88, GEOID18
DESIGNED BY:	D. ILYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**COVER SHEET**

SHEET:  
 1A

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS, EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER.

APPROVING AUTHORITY:  
**Lani Radtke**  
 SIGNATURE AND DATE  
 LANI RADTKE, COUNTY ENGINEER  
 PRINT NAME AND TITLE

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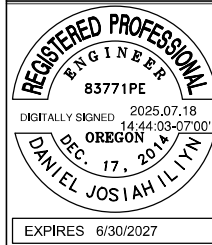
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SHEET INDEX, CONT.	
SHEET TITLE	DESCRIPTION
2A	TYPICAL SECTIONS
2A1	TYPICAL SECTIONS
2B	DETAILS
2B1	DETAILS
2B2	DETAILS
TC1	TRAFFIC CONTROL PLAN
TC2	TRAFFIC CONTROL PLAN
C01	GENERAL CONSTRUCTION
C02	GENERAL CONSTRUCTION
C02A	DRAINAGE PLAN
C03	GENERAL CONSTRUCTION
C03A	DRAINAGE PLAN
GR1	GRADING PLAN
GR2	GRADING PLAN
GR3	GRADING PLAN
GR4	GRADING PLAN
GR5	GRADING PLAN
DEQ1	DEQ 1200-CA COVER SHEET
DEQ2	DEQ & ESC NOTES
DEQ3	DEQ 1200-CA CONTRACTOR NOTES
GA	ESCP PHASE 1 (PERIMETER CONTROLS)
GA2	ESCP PHASE 1 (PERIMETER CONTROLS)
GA3	ESCP PHASE 2 (TEMP. STABILIZATION)
GA4	ESCP PHASE 2 (TEMP. STABILIZATION)
GA5	EROSION CONTROL DETAILS
IL1	ILLUMINATION AND UTILITIES PLAN
IL2	ILLUMINATION AND UTILITIES PLAN
IL3	ILLUMINATION AND UTILITIES PLAN
IL4	ILLUMINATION AND UTILITIES DETAILS
IL5	ILLUMINATION AND UTILITIES DETAILS
W1	WATER QUALITY DETAILS
S1	SIGNING & STRIPING
S2	SIGNING & STRIPING
S3	SIGNING & STRIPING
S4	SIGNING & STRIPING
S5	SIGN DATA TABLE
LA	LANDSCAPING
LA2	LANDSCAPING
LA3	LANDSCAPING
LA4	LANDSCAPING

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



**DAVID EVANS  
AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663



MARION COUNTY  
**NORTH FORK ROAD  
IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	CD47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	D. ILYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**SHEET INDEX**

SHEET:  
**1A2**

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**ODOT STANDARD DRAWINGS**

- RD130 - BOLLARDS
- RD300 - TRENCH BACKFILL, BEDDING, PIPE ZONE AND INSTALLATION
- RD317 - CULVERT EMBANKMENT PROTECTION AND RIPRAP PADS
- RD318 - SLOPED ENDS FOR CONCRETE PIPE
- RD319 - MISCELLANEOUS CULVERT DETAILS
- RD320 - PAVED END SLOPES FOR CULVERTS 60" MAX PIPE SIZE
- RD339 - PIPE TO STRUCTURE CONNECTION
- RD368 - CONCRETE INLETS TYPE M-E, M-O, B, AND B-SL
- RD370 - DITCH INLET TYPE D
- RD386 - FILL HEIGHT TABLE FOR CIRCULAR CONCRETE PIPE
- RD610 - ASPHALT CONCRETE PAVEMENT (ACP) DETAILS
- RD615 - SURFACE EDGE DETAILS
- RD705 - ISLANDS
- RD707 - ISLAND NOSE TREATMENTS
- RD815 - CHAIN LINK FENCE
- RD1000 - CONSTRUCTION ENTRANCES
- RD1005 - CHECK DAMS TYPE 1, 3 AND 4
- RD1015 - INLET PROTECTION TYPE 4
- RD1030 - SEDIMENT BARRIER TYPE 2, 3 AND 4
- RD1040 - SEDIMENT FENCE
- RD1055 - SLOPE AND CHANNEL MATTING
- RD1070 - CONCRETE TRUCK WASH OUT
- TM200 - SIGN INSTALLATION DETAILS
- TM201 - MISCELLANEOUS SIGN PLACEMENT DETAILS
- TM457 - PEDESTAL FOUNDATION AND TRAFFIC SIGNAL ASSEMBLY
- TM601 - MULTI-POST BREAKAWAY SIGN SUPPORTS DETAILS
- TM602 - TRIANGULAR BASE BREAKAWAY MULTI-DIRECTIONAL SLIP BASE DESIGN
- TM670 - WOOD POST SIGN SUPPORTS
- TM671 - 3-SECOND GUST WIND SPEED MAP
- TM676 - SIGN ATTACHMENTS
- TM681 - PERFORATED STEEL SQUARE TUBE (PSST) SIGN SUPPORT INSTALLATION
- TM687 - PERFORATED STEEL SQUARE TUBE (PSST) ANCHOR FOUNDATION
- TM800 - TABLES, ABRUPT EDGE AND PCMS DETAILS
- TM820 - TEMPORARY BARRICADES
- TM821 - TEMPORARY SIGN SUPPORTS
- TM844 - TEMPORARY PEDESTRIAN ACCESSIBLE ROUTES
- TM855 - 2-LANE, 2-WAY ROADWAYS

**ABBREVIATIONS**

- AC ASPHALT CONCRETE
- AD AREA DRAIN
- AGG AGGREGATE
- ASPH ASPHALT
- BC BACK OF CURB
- BPTS BE PREPARED TO STOP
- BVC BEGIN VERTICAL CURVE
- CB CATCH BASIN
- CAB CABINET
- CL CENTERLINE
- CO CLEANOUT
- COMP COMPACTED
- CONC CONCRETE
- DIA DIAMETER
- DW DRIVEWAY
- EG EXISTING GRADE
- ELEC ELECTRICAL
- ELEV ELEVATION
- EP EDGE OF PAVEMENT
- ESMT EASEMENT
- EVC END VERTICAL CURVE
- EX EXISTING
- FG FINISHED GRADE
- FL FLOW LINE
- HGD HOT-DIP GALVANIZED
- IE INLET ELEVATION
- IP INLET PROTECTION
- JB JUNCTION BOX
- LVC LENGTH OF VERTICAL CURVE
- MH MANHOLE
- MIN MINIMUM
- MPI MASTER PAINTERS INSTITUTE
- NOM NOMINAL
- NTS NOT TO SCALE
- OFF OFFSET
- OH OVERHEAD
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN
- PED PEDESTAL
- PI POINT OF INTERSECTION
- PL PROPERTY LINE
- PROP PROPOSED
- PT POINT
- PVI POINT OF VERTICAL INTERSECTION
- ROW RIGHT OF WAY
- RWA ROAD WORK AHEAD
- SD STORM DRAIN
- SF SEDIMENT FENCE
- SS SANITARY SEWER
- STA STATION
- STD STANDARD
- TC TOP OF CURB
- TELE TELEPHONE
- TEMP TEMPORARY
- THKN THICKNESS
- TYP TYPICAL
- UTIL UTILITY
- VC VERTICAL CURVE

**GENERAL NOTES**

1. LENGTHS ON RADIUS DIMS = ARC LENGTH
2. STAGE CONSTRUCTION SO CONTINUED TEMPORARY PEDESTRIAN ACCESS ROUTING IS PROVIDED. (SEE ODOT STD. DWG. TM844)
3. CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL IN CONFORMANCE WITH THE MUTCD AND THE ODOT TRAFFIC CONTROL PLAN DESIGN MANUAL.

**DRAWING LEGEND**

- EX RIGHT-OF-WAY
- .-.-.- EX PROPERTY LINE
- EX METAL FENCE
- EX WOOD FENCE
- ×-×-×- EX WIRE FENCE
- SAWCUT LINE
- ..... FILL SLOPE
- CUT SLOPE
- SF--- SEDIMENT FENCE LINE
- IP--- INLET PROTECTION
- PROP DITCH LINE
- FOUND MONUMENT
- EX SIDEWALK
- AC PAVING
- REMOVAL OF EX PAVEMENT
- PROP CURB INLET (TYPE D)
- PROP RIPRAP BASIN
- EX BOLLARD
- MB EX MAILBOX
- EX SIGN ON POST
- PROP SIGN
- EX SURFACE CONTOURS
- PROP SURFACE CONTOURS
- PROP ELECTRICAL CONDUIT
- P--- PROP POWER LINE
- COMM--- PROP COMMUNICATIONS LINE
- FO PROP FIBER OPTIC LINE
- PROP ILLUMINATION POLE
- SD--- EX STORM LINE
- SS--- EX SANITARY LINE
- W--- EX WATER LINE
- W--- EX WATER LINE (ABANDON IN PLACE)
- G--- EX GAS LINE
- P--- EX POWER LINE
- OHP--- EX OH POWER LINE
- T--- EX TEL LINE
- FO--- EX FIBER LINE
- TV--- EX TV LINE
- EX POWER MANHOLE
- EX POWER POLE
- EX GUY ANCHOR
- EX LIGHT POLE
- EX TEL MANHOLE
- EX CULVERT

ODOT STANDARD DRAWINGS AVAILABLE AT:  
<https://www.oregon.gov/odot/engineering/pages/standards.aspx>

FEDERAL HIGHWAY ADMINISTRATION OREGON DIVISION



DAVID EVANS AND ASSOCIATES INC.  
 2100 S River Parkway, Suite 100  
 Portland Oregon 97201  
 Phone: 503.223.6663

REGISTERED PROFESSIONAL ENGINEER  
 83771PE  
 DIGITALLY SIGNED 2025.08.01 12:28:54-07'00"  
 OREGON  
 DEC. 17, 2014  
 DANIEL JOSIAH ILYN  
 EXPIRES 6/30/2027

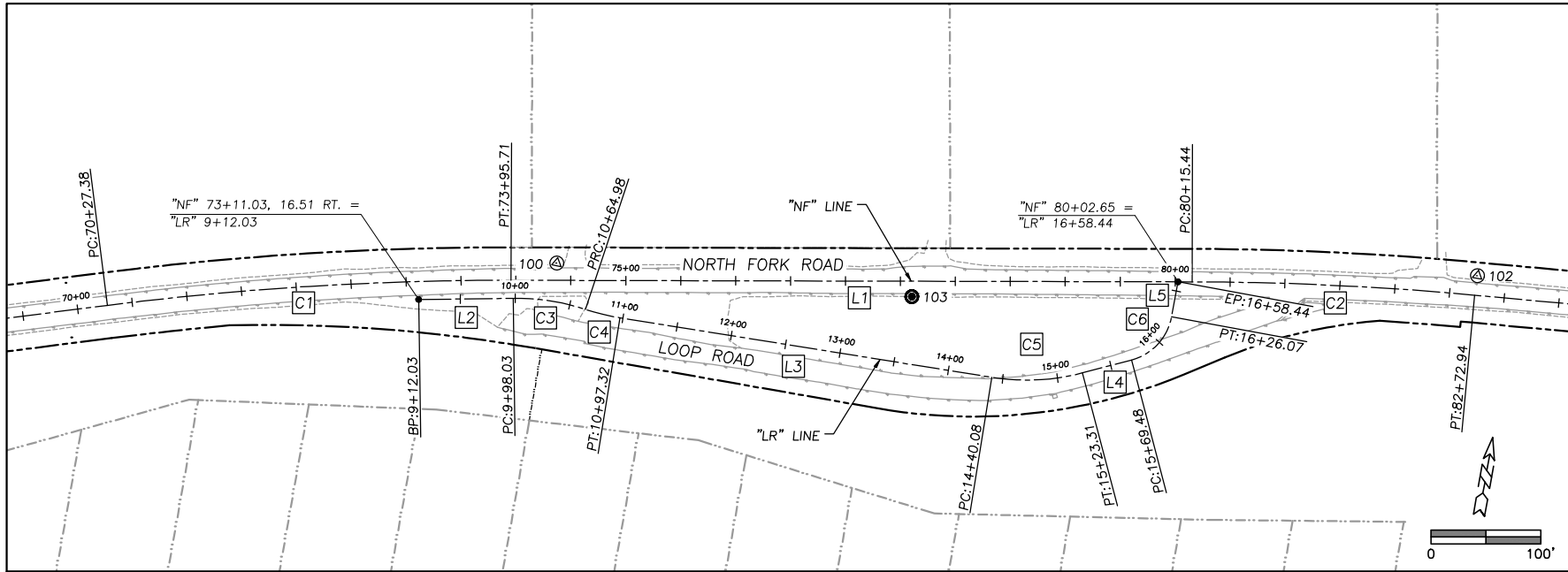
MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
 DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
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HORIZ. DATUM:	OCRS SALEM
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DESIGNED BY:	D. ILYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**DRAWING LEGEND & NOTES**

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 1A3

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**REGISTERED PROFESSIONAL ENGINEER**  
83771PE  
DIGITALLY SIGNED 2025.07.18 14:44:34-07'00"  
OREGON  
DEC. 17, 2014  
DANIEL JOSIAH ILIYN  
EXPIRES 6/30/2027

MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

LINE OR CURVE #	LENGTH	DIRECTION OR DELTA	RADIUS	START NORTHING AND EASTING	END NORTHING AND EASTING
C1	368.33'	07°21'59.74"	2864.79'	N: 16776.52 E: 290368.08	N: 167763.36 E: 290725.77
L1	619.73'	N80°02'11.05"E	---	N: 167763.36 E: 290725.77	N: 167870.59 E: 291336.15
C2	257.50'	05°09'00.00"	2864.79'	N: 167870.59 E: 291336.15	N: 167903.69 E: 291591.43

LINE OR CURVE #	LENGTH	DIRECTION OR DELTA	RADIUS	START NORTHING AND EASTING	END NORTHING AND EASTING
L2	86.01'	N79°05'13.22"E	---	N: 167731.31 E: 290645.93	N: 167747.59 E: 290730.38
C3	66.95'	19°10'48.04"	200.00'	N: 167747.59 E: 290730.38	N: 167749.13 E: 290797.00
C4	32.33'	09°15'44.27"	200.00'	N: 167749.13 E: 290797.00	N: 167747.08 E: 290829.23
L3	342.76'	N89°00'17.00"E	---	N: 167747.08 E: 290829.23	N: 167753.03 E: 291171.94
C5	83.23'	23°50'38.04"	200.00'	N: 167753.03 E: 291171.94	N: 167771.50 E: 291252.48
L4	46.17'	N65°09'38.95"E	---	N: 167771.50 E: 291252.48	N: 167790.90 E: 291294.38
C6	56.59'	64°51'04.07"	50.00'	N: 167790.90 E: 291294.38	N: 167836.00 E: 291323.37
L5	32.37'	N0°18'34.89"E	---	N: 167836.00 E: 291323.37	N: 167868.37 E: 291323.55

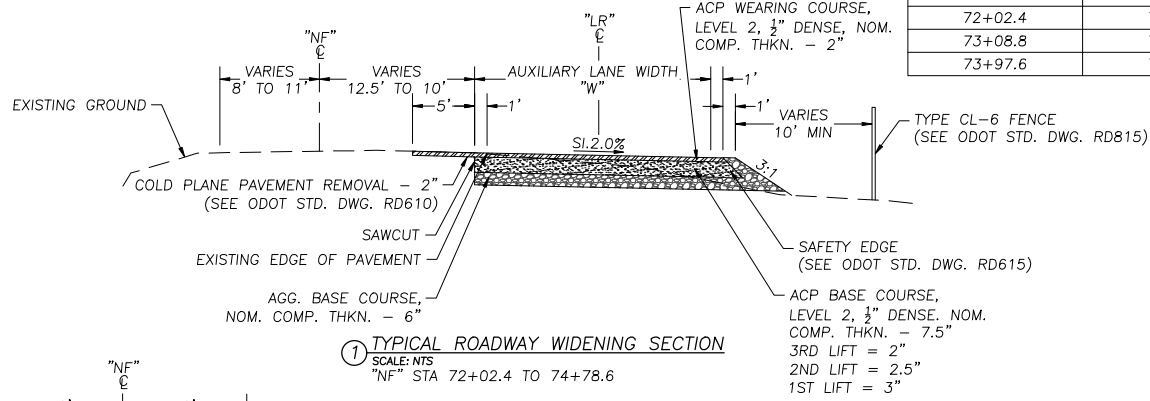
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	167786.13	290763.89	688.13'	X
103	167812.64	291087.39	693.89'	X
102	167921.65	291590.93	706.07'	X

PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	CD47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	S. TANNER
DRAWN BY:	R. MACKENZIE

TITLE:  
**ALIGNMENT SUMMARY AND SURVEY CONTROL**

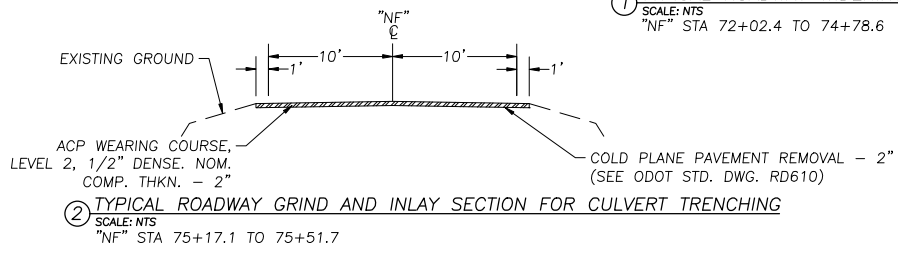
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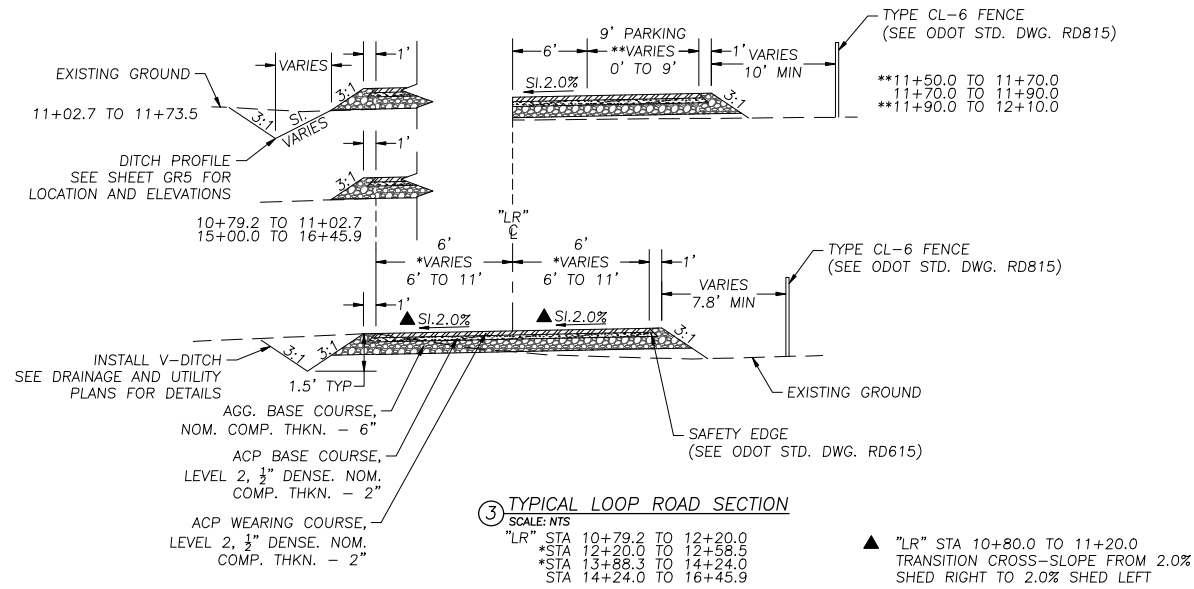


"NF" STA START	"NF" STA END	"W" (FT)
72+02.4	73+08.8	0 TO 11
73+08.8	73+97.6	11 TO 11.5
73+97.6	74+78.6	11.5 TO 26

① TYPICAL ROADWAY WIDENING SECTION  
SCALE: NTS  
"NF" STA 72+02.4 TO 74+78.6

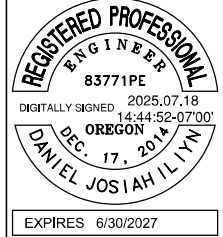


② TYPICAL ROADWAY GRIND AND INLAY SECTION FOR CULVERT TRENCHING  
SCALE: NTS  
"NF" STA 75+17.1 TO 75+51.7



③ TYPICAL LOOP ROAD SECTION  
SCALE: NTS  
"LR" STA 10+79.2 TO 12+20.0  
\*STA 12+20.0 TO 12+58.5  
\*STA 13+88.3 TO 14+24.0  
STA 14+24.0 TO 16+45.9

▲ "LR" STA 10+80.0 TO 11+20.0 TRANSITION CROSS-SLOPE FROM 2.0% SHED RIGHT TO 2.0% SHED LEFT



MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

DEPARTMENT OF PUBLIC WORKS

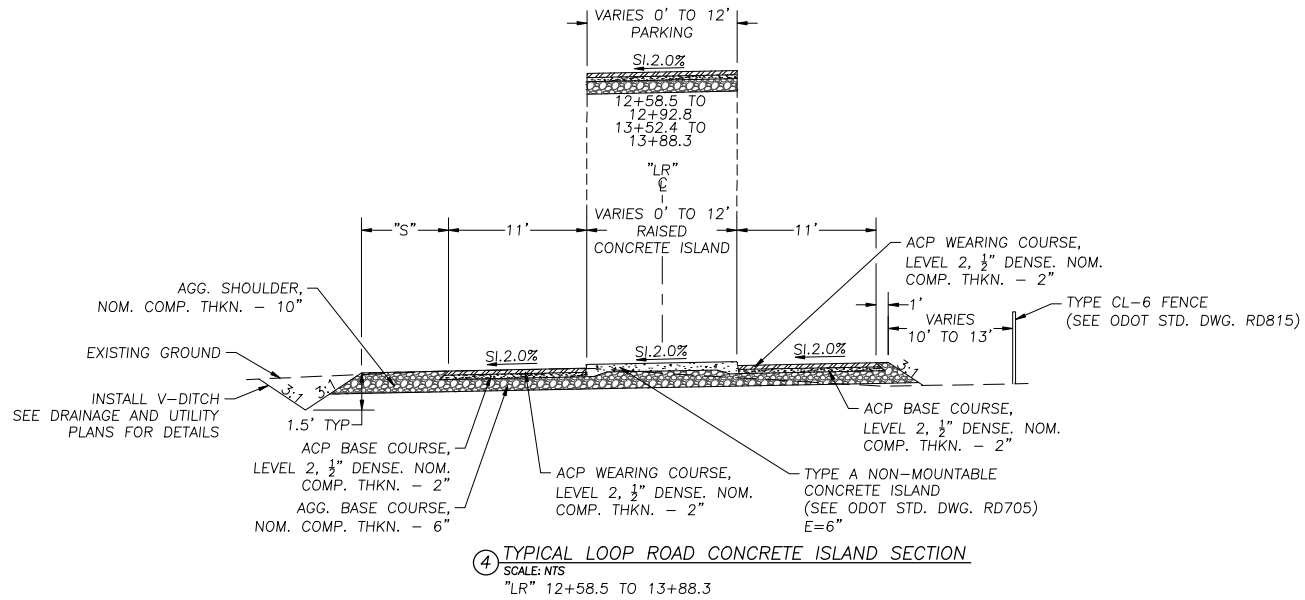
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FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	D. ILLYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**TYPICAL SECTIONS**

SHEET:  
**2A**

FILE: P:\M\MARION\0000078\040CAD\04\0000\0000078-RH-TYP.DWG PLOTTED: 2025/07/18 2:20 PM

"LR" STA START	"LR" STA END	"S" (FT)
12+58.5	12+71.0	1
12+71.0	13+23.2	1 TO 7
13+23.2	13+52.7	7
13+52.7	13+91.3	7 TO 1
13+91.3	13+88.3	1



FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



DAVID EVANS AND ASSOCIATES INC.  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663

REGISTERED PROFESSIONAL ENGINEER  
83771PE

DIGITALLY SIGNED 2025.07.18 14:45:07-0700  
OREGON DEC. 17, 2014  
DANIEL JOSIAH ILLIYN

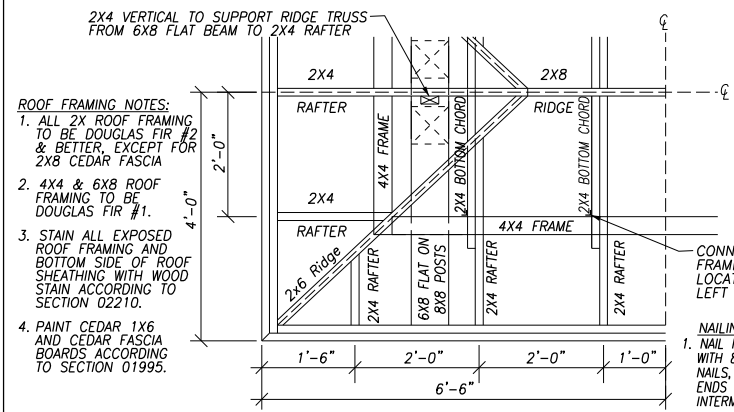
EXPIRES 6/30/2027

MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	CD47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88, GEOID18
DESIGNED BY:	D. ILYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**TYPICAL SECTIONS**

SHEET:  
**2A1**



**ONE QUARTER ROOF FRAMING PLAN**  
1/2" = 1'-0"

**ROOF FRAMING NOTES:**

- ALL 2X ROOF FRAMING TO BE DOUGLAS FIR #2 & BETTER, EXCEPT FOR 2X8 CEDAR FASCIA
- 4X4 & 6X8 ROOF FRAMING TO BE DOUGLAS FIR #1.
- STAIN ALL EXPOSED ROOF FRAMING AND BOTTOM SIDE OF ROOF SHEATHING WITH WOOD STAIN ACCORDING TO SECTION 02210.
- PAINT CEDAR 1X6 AND CEDAR FASCIA BOARDS ACCORDING TO SECTION 01995.

**FINISH SCHEDULE**  
CEDAR 8X8 POSTS, CURVED ANGLE BRACES, MESSAGE BOARD 4X6 BEAMS: CLEAR STAIN & SEALER  
CEDAR 1X6 T&G BOARDS: AMS-STD 34083  
CEDAR FASCIA BOARDS: AMS-STD 34084

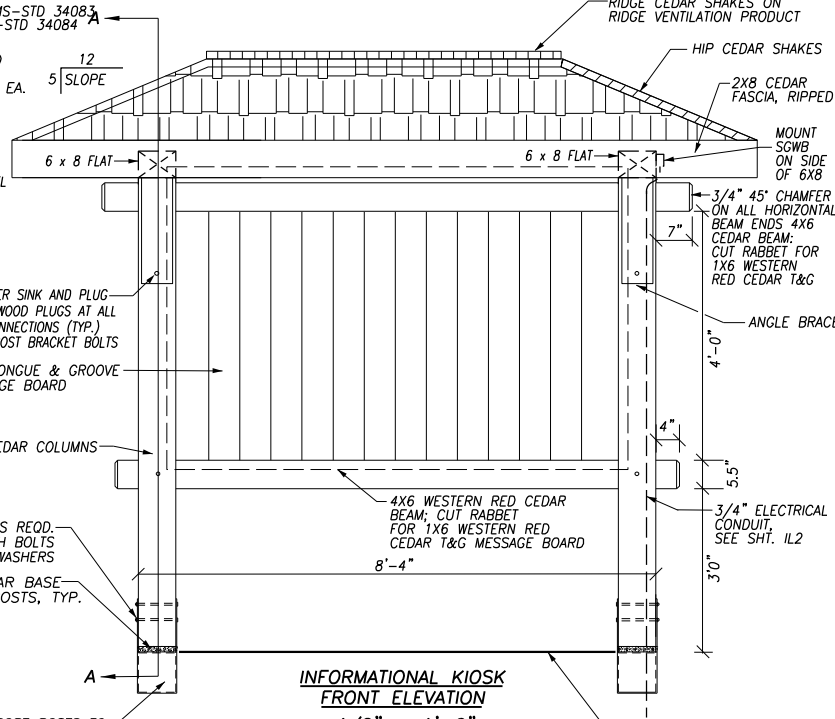
CONNECT EA. BOTTOM CHORD TO FRAME W/H2.5T TIE (TYP. 8 LOCATIONS - W/4 EA. RIGHT, 4 EA. LEFT VERSIONS)

**NAILING SCHEDULE:**

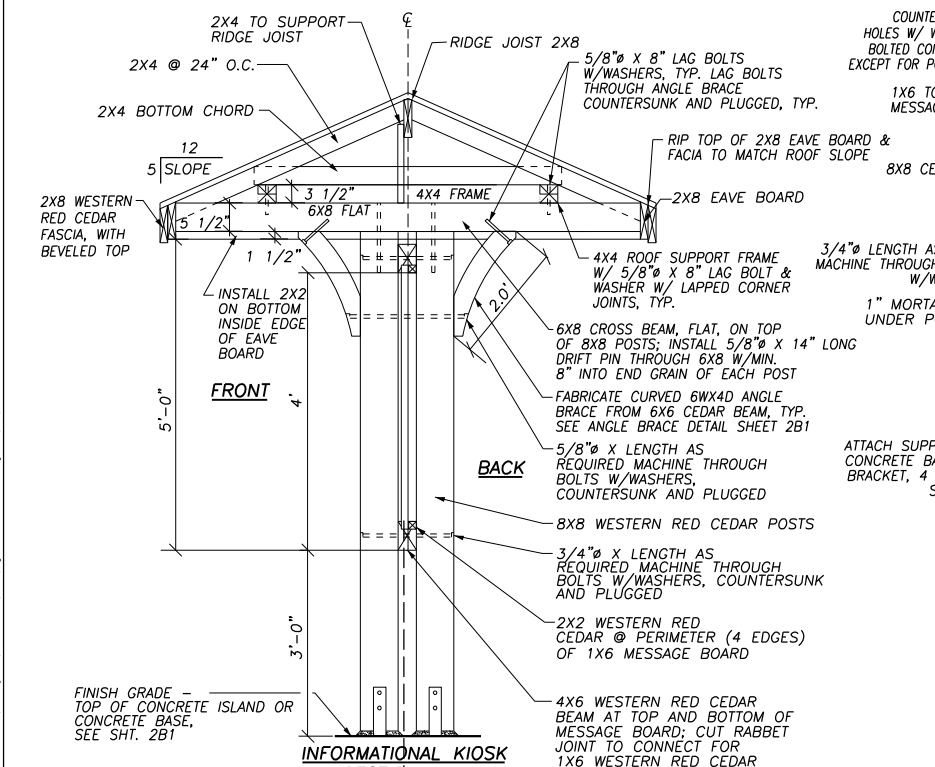
1. NAIL PLYWOOD ROOF SHEATHING WITH 8D COMMON (0.131" X 2-1/2") NAILS, @ 6" O.C. AT SUPPORTED PANEL ENDS AND EDGES, @ 12" O.C. AT INTERMEDIATE SUPPORTS.

**CEDAR SHAKE ROOF SCHEDULE - (DESCRIBED FROM ROOF SHEATHING UP TO SHAKES)**

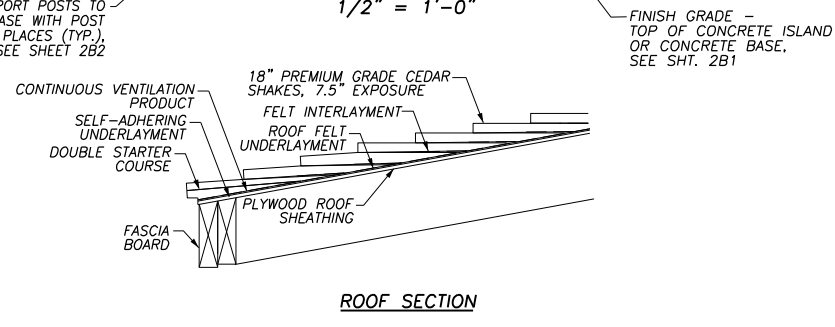
- 3/4" PLYWOOD ROOF SHEATHING C-D/X AS A CONTINUOUS NAILER FOR SHAKES.
- DRIP EDGE FLASHING AROUND ALL FASCIA BOARDS.
- SELF ADHERING POLYMER MODIFIED BITUMEN SHEET UNDERLAYMENT.
- CONTINUOUS VENTILATION PRODUCT, WITH RIDGE VENT AT CENTER RIDGE ONLY, NO SLOT IN PLYWOOD SHEATHING.
- ROOF FELT UNDERLAYMENT.
- CERTI-SPLIT PREMIUM GRADE WESTERN RED CEDAR HANDSPLIT-AND-RESAWN HEAVY SHAKES, 18" LENGTH, 7.5" EXPOSURE, WITH DOUBLE STARTER COURSE AND FELT INTERLAYMENT. STARTER COURSE OF NO. 1 GRADE SHAKES. COMPLY WITH INSTALLATION GUIDELINES OF THE CEDAR SHAKE AND SHINGLE BUREAU (CSSB) NEW ROOF CONSTRUCTION MANUAL (FIG. 21C), AS MODIFIED HEREIN.



**INFORMATIONAL KIOSK FRONT ELEVATION**  
1/2" = 1'-0"



**INFORMATIONAL KIOSK SECTION A-A**  
1/2" = 1'-0"



**ROOF SECTION**

**INFORMATIONAL KIOSK DETAILS**

**ABBREVIATION:**  
SGWB = SINGLE GANG WATERPROOF BOX

FEDERAL HIGHWAY ADMINISTRATION OREGON DIVISION

DAVID EVANS AND ASSOCIATES INC.  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.8963

REGISTERED PROFESSIONAL ENGINEER  
83771PE  
DIGITALLY SIGNED: 2025.07.18 14:45:22-07'00'  
OREGON  
DEC. 17, 2014  
DANIEL JOSIAH ILLIYN  
EXPIRES 6/30/2027

MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

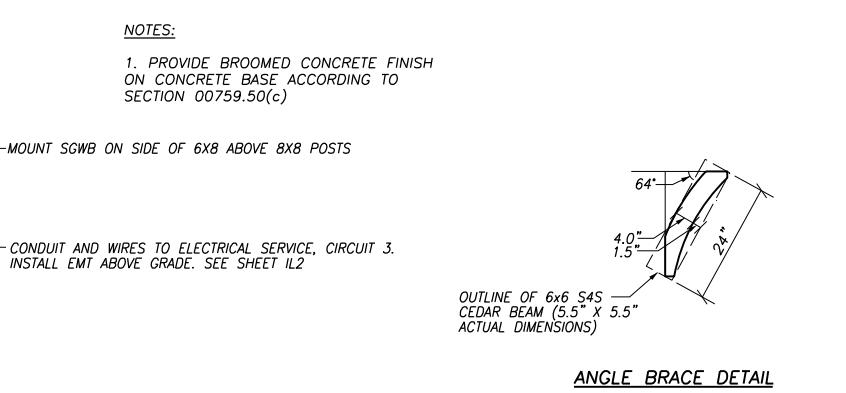
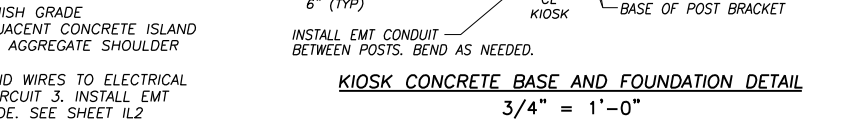
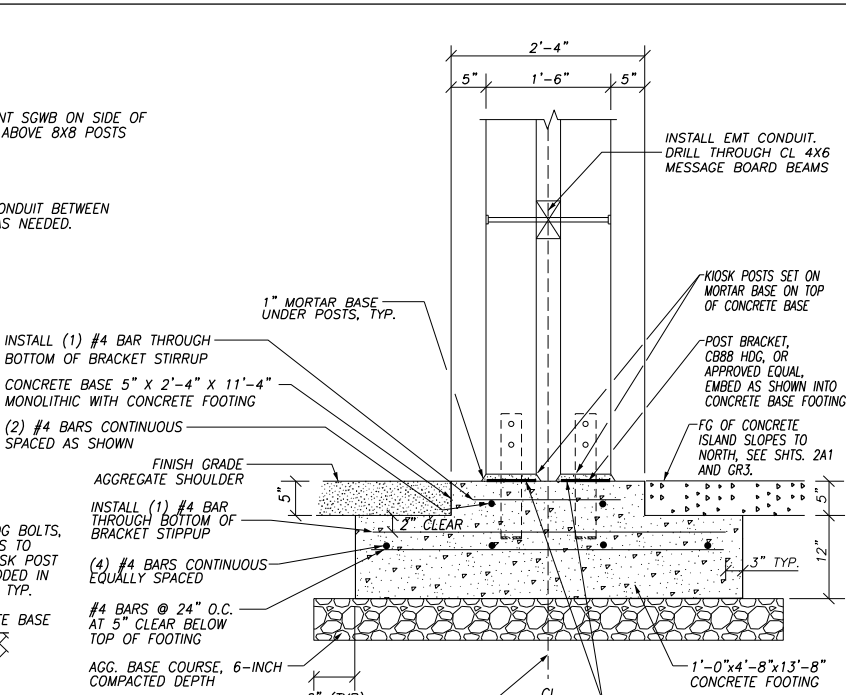
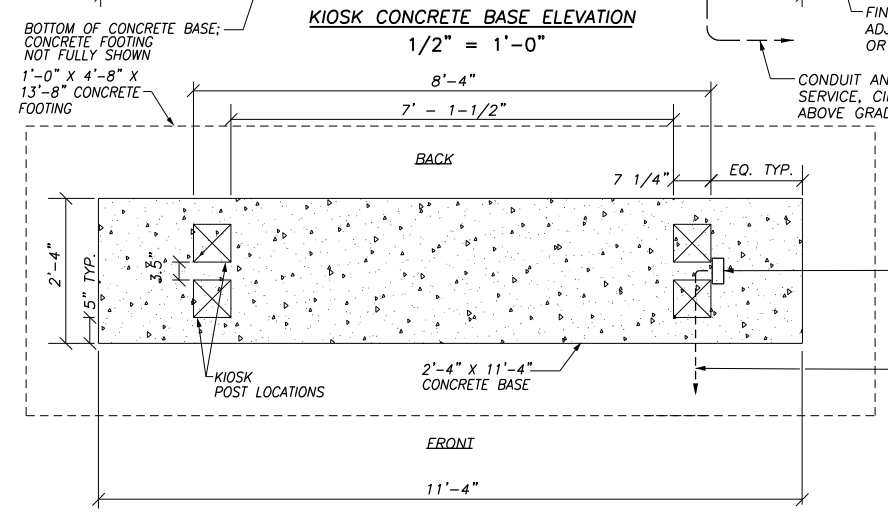
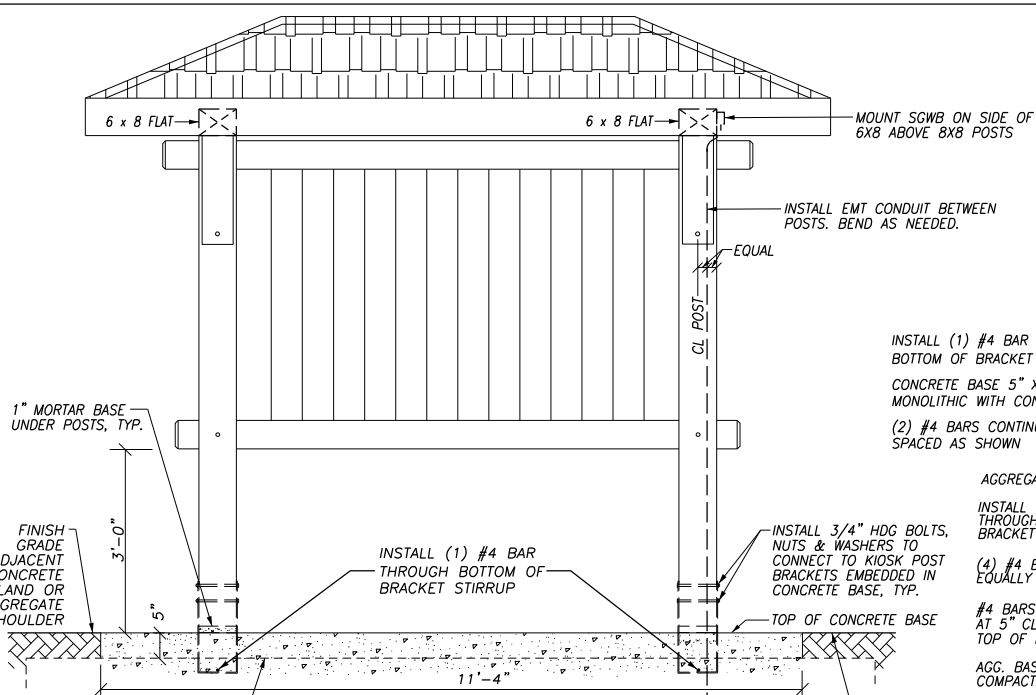
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ECMS NO.:	2026-401
FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAV888, GEOID18
DESIGNED BY:	D. ILLYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**DETAILS**

SHEET:  
2B

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**CONCRETE BASE TOP VIEW**  
1/2" = 1'-0"

**ABBREVIATION:**  
SCWB = SINGLE GANG WATERPROOF BOX

**INFORMATIONAL KIOSK DETAILS**

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION

**DAVID EVANS AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 102  
Portland Oregon 97201  
Phone: 503.223.6963

**REGISTERED PROFESSIONAL ENGINEER**  
83771PE  
DIGITALLY SIGNED: 2025.07.18 14:45:38-0700  
OREGON  
DEC. 17, 2014  
DANIEL JOSIAH ILYN

EXPIRES 6/30/2027

MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

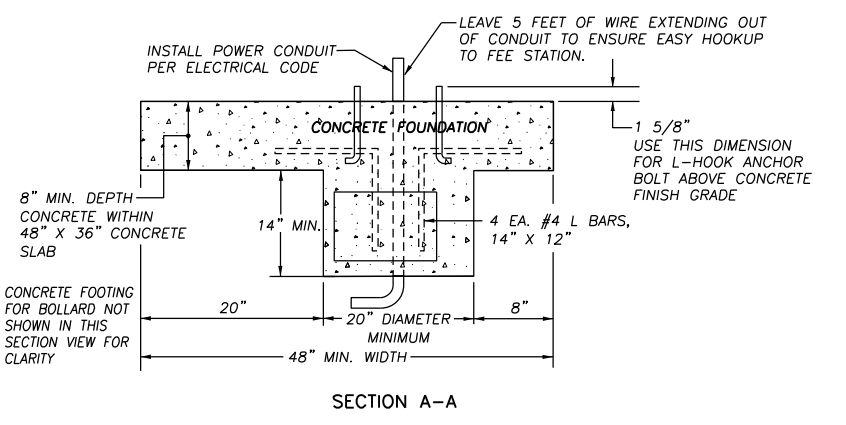
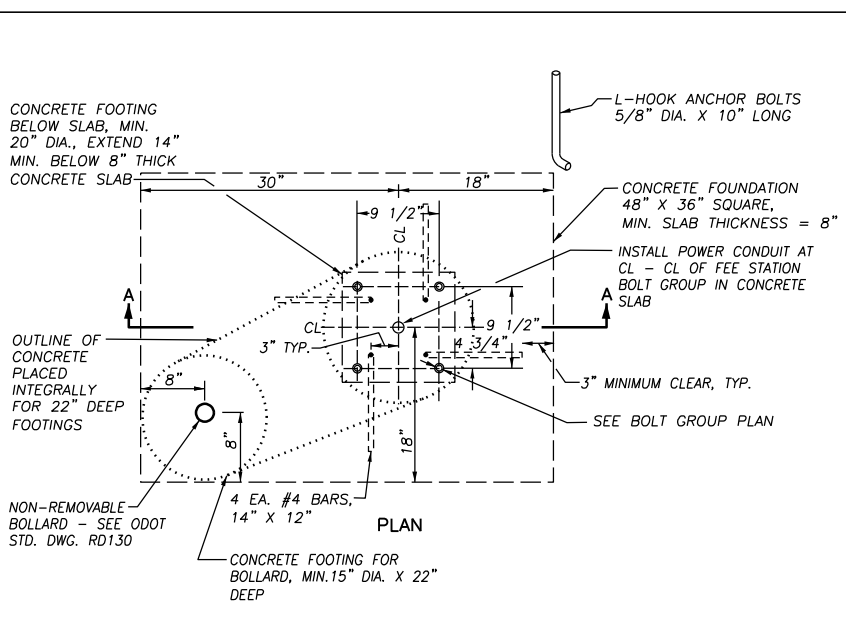
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	CD47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVDB8, GEOID18
DESIGNED BY:	D. ILYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**DETAILS**

SHEET:  
2B1

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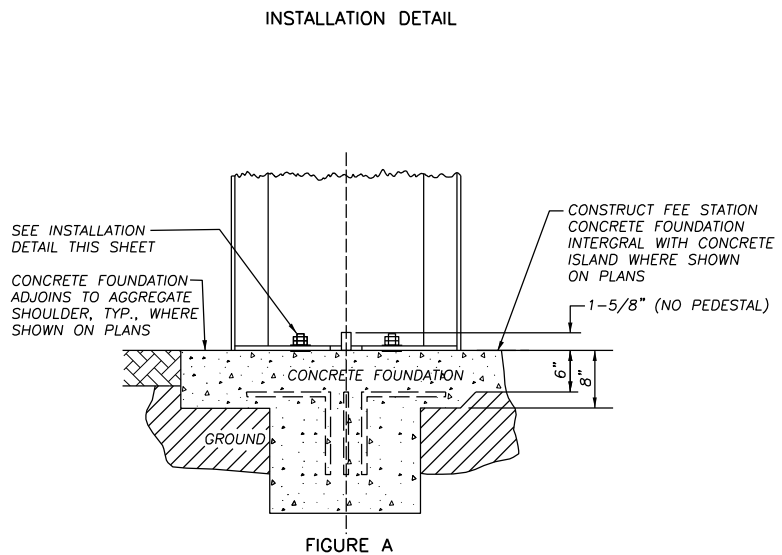
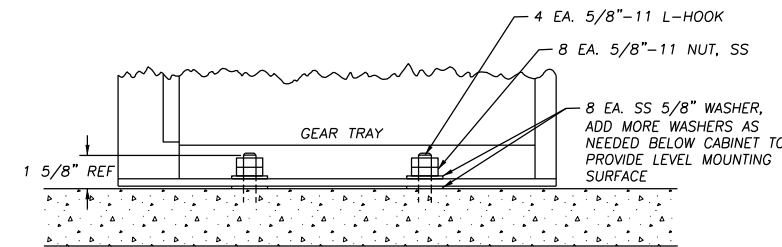
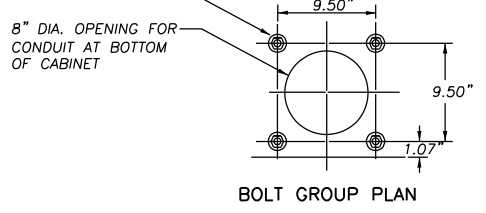
**FOUNDATION NOTES:**

1. INSTALL FEE STATION CONCRETE FOUNDATION PAD FLAT AND LEVEL FOR FREE-STANDING FEE STATION ON NORTH SIDE OF LOOP ROAD.
2. COORDINATE INSTALLATION OF CONCRETE FOUNDATION SHOWN HEREON TO BE INTEGRAL WITH CONCRETE ISLAND FOR FEE STATION INSTALLATION WITHIN CONCRETE ISLAND. CONSTRUCT CONCRETE ISLAND WITH CROSS SLOPE AS SHOWN ON SHEET 2A1. ADD MORE WASHERS AS NEEDED TO PROVIDE LEVEL MOUNTING SURFACE FOR FEE STATION. SEE NOTES FOR INSTALLATION DETAIL THIS SHEET.

**INSTALLATION NOTES:**

1. USE 4 EA. 5/8" DIA. WASHERS ON PAD.
2. CHECK THAT WASHERS ARE ALL LEVEL WITH EACH OTHER, SIDE TO SIDE AND FRONT TO BACK.
3. ADD MORE WASHERS AS NEEDED TO PROVIDE LEVEL MOUNTING SURFACE.
4. MOUNT CABINET AND FASTEN AS SHOWN.

L-HOOK ANCHOR BOLTS  
5/8" DIA. X 10" LONG (4 PLACES)  
USE BOLT TEMPLATE PROVIDED BY FEE STATION MANUFACTURER TO ENSURE PROPER ALIGNMENT OF ANCHOR BOLTS



**FEE STATION FOUNDATION DETAILS**

FEDERAL HIGHWAY ADMINISTRATION OREGON DIVISION

DAVID EVANS AND ASSOCIATES INC.  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663

REGISTERED PROFESSIONAL ENGINEER  
83771PE  
DIGITALLY SIGNED 2025.07.18 14:45:55-0700  
OREGON  
DEC. 17, 2014  
DANIEL JOSIAH ILLIYN

EXPIRES 6/30/2027

MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	C047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAV88, GEOID18
DESIGNED BY:	D. ILLIYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**DETAILS**

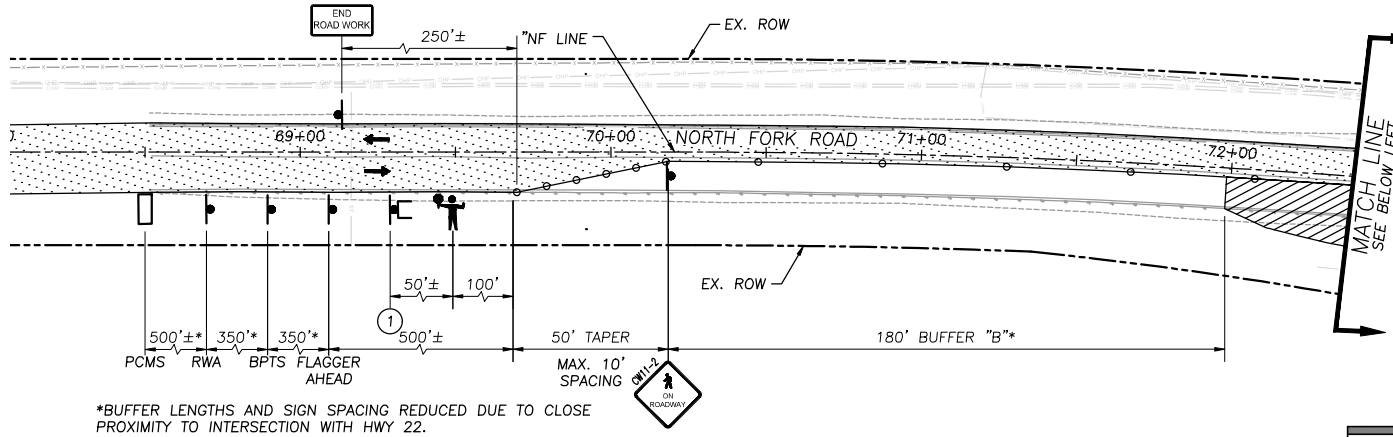
SHEET:  
2B2

NOTE: SEE SHEET 1A3 FOR TCP SIGN ABBREVIATIONS.

**TWO-WAY, ONE-LANE OPERATIONS**

**TRAFFIC CONTROL NOTES:**

1. THE CONTRACTOR IS REQUIRED TO NOTIFY THE COUNTY TWO WEEKS PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING.
2. SEE ODOT STANDARD DRAWING TM800 FOR PCMS INSTALLATION DETAILS.
3. FOR ADDITIONAL DETAILS, AND DETAILS NOT SHOWN, SEE ODOT STANDARD DRAWINGS TM820, TM821, AND TM855.
4. ADJUST TEMP SIGN PLACEMENT AS REQUIRED TO FIT FIELD CONDITIONS.



\*BUFFER LENGTHS AND SIGN SPACING REDUCED DUE TO CLOSE PROXIMITY TO INTERSECTION WITH HWY 22.

**CONSTRUCTION KEYNOTES**

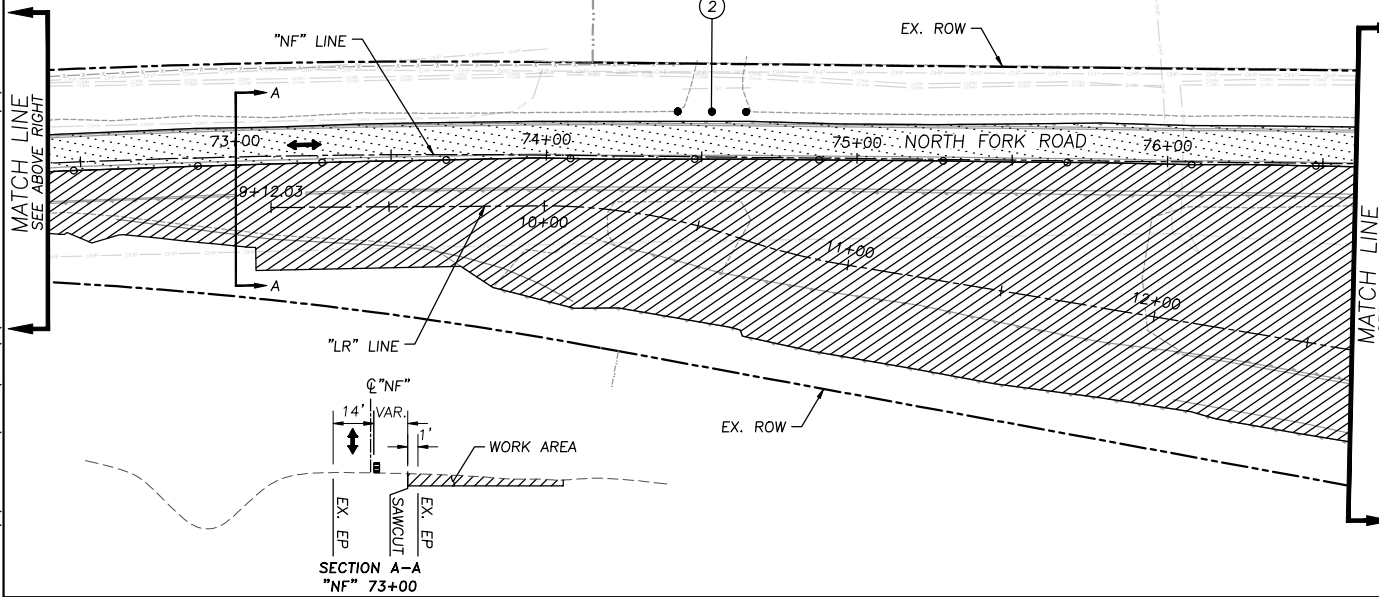
- 1 PLACE "WAIT FOR FLAGGER" (CRF-23) SIGN APPROX. 50' IN ADVANCE OF FLAGGER STATION. FLAGGERS DIRECT PEDESTRIANS THROUGH WORK AREA.
- 2 CLOSE DRIVEWAY DURING TWO-WAY, ONE-LANE FLAGGING OPERATIONS. DIRECT RESIDENT TO USE ALTERNATE ACCESS AT "NF" 77+75.

FLAGGER PREPARE TO STOP  
CAUTION BIKE/PED IN ROAD

PORTABLE CHANGEABLE MESSAGE SIGN  
(Suggested Message)  
(Locate As Directed)



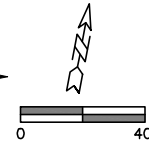
**TWO-WAY, ONE-LANE OPERATIONS**



SECTION A-A  
"NF" 73+00

**LEGEND:**

- UNDER TRAFFIC
- WORKZONE
- PLASTIC DRUMS AT MAX. 40' SPACING
- TUBULAR MARKERS AT MAX. 10' SPACING
- PLASTIC DRUMS AT MAX. 10' SPACING
- TEMP. SIGN
- TEMP. SIGN MOUNTED ON TYPE II BARRICADE
- FLAGGER
- PCMS
- DIRECTION OF TRAFFIC



FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



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Phone: 503.223.6663

REGISTERED PROFESSIONAL ENGINEER  
83771PE

OREGON  
DEC. 17, 2014  
DANIEL JOSIAH ILLIYN

EXPIRES 6-30-27

MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOD18
DESIGNED BY:	S. MCCANNA
DRAWN BY:	R. MACKENZIE

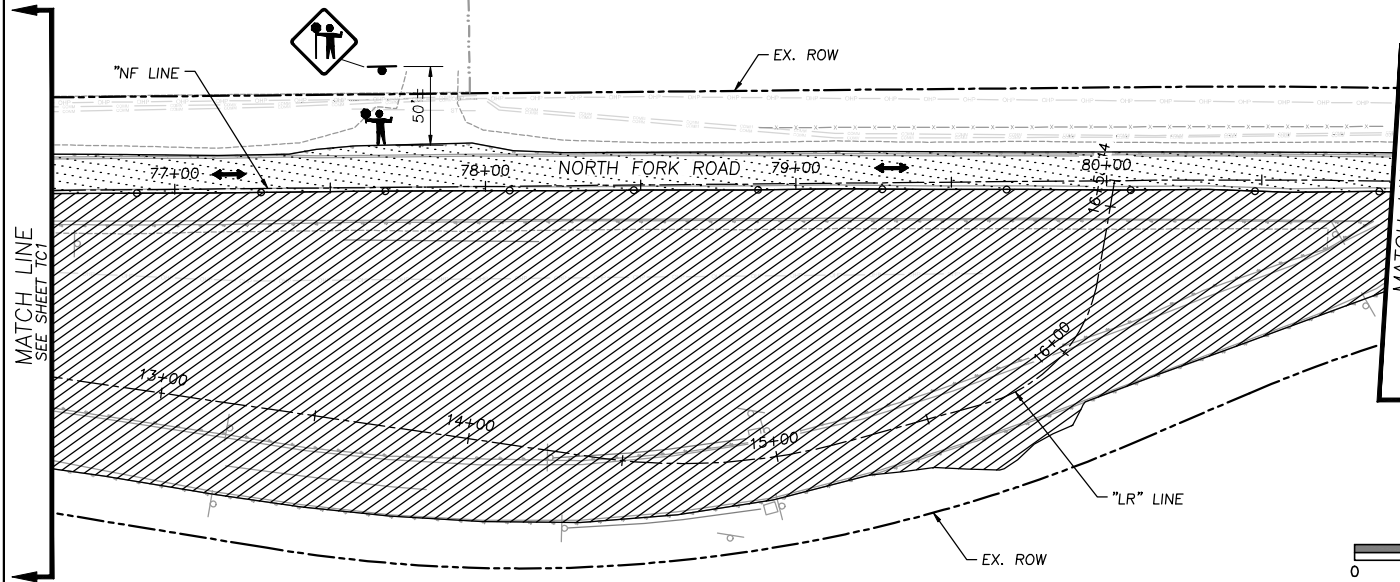
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**TRAFFIC CONTROL PLAN**

SHEET:  
TC1

FILE: P:\M\MARION\0000078\0400CAD\0400\0000078-TC.DWG PLOTTED: 2025/09/18 12:18 PM

NOTE: SEE SHEET 1A3 FOR TCP SIGN ABBREVIATIONS.

**TWO-WAY, ONE-LANE OPERATIONS**



**CONSTRUCTION KEYNOTES**

- 1 PLACE "WAIT FOR FLAGGER" (CRF-23) SIGN APPROX. 50' IN ADVANCE OF FLAGGER STATION. FLAGGERS DIRECT PEDESTRIANS THROUGH WORK AREA.

**FLAGGER PREPARE TO STOP**    **STOPPED TRAFFIC AHEAD**

**PORTABLE CHANGEABLE MESSAGE SIGN**  
(Suggested Message)  
(Locate As Directed)

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



**DAVID EVANS AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663



DIGITALLY SIGNED Date: 2025.07.18 13:22:05-0700  
OREGON  
JULY 25, 1995  
SCOTT M. MCCANNA

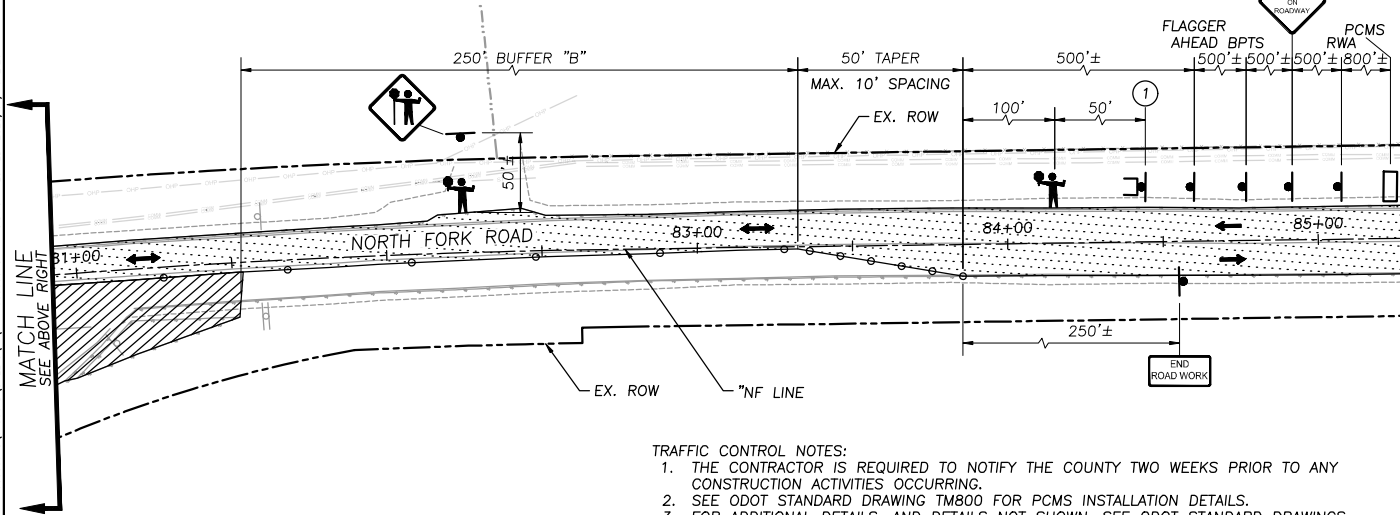
RENEWS: 12-31-2026

MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

DEPARTMENT OF PUBLIC WORKS

**TWO-WAY, ONE-LANE OPERATIONS**



**LEGEND:**

- UNDER TRAFFIC
- WORKZONE
- PLASTIC DRUMS AT MAX. 40' SPACING
- TUBULAR MARKERS AT MAX. 10' SPACING
- PLASTIC DRUMS AT MAX. 10' SPACING
- TEMP. SIGN
- TEMP. SIGN MOUNTED ON TYPE II BARRICADE
- FLAGGER
- PCMS
- DIRECTION OF TRAFFIC

- TRAFFIC CONTROL NOTES:**
1. THE CONTRACTOR IS REQUIRED TO NOTIFY THE COUNTY TWO WEEKS PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING.
  2. SEE ODOT STANDARD DRAWING TM800 FOR PCMS INSTALLATION DETAILS.
  3. FOR ADDITIONAL DETAILS, AND DETAILS NOT SHOWN, SEE ODOT STANDARD DRAWINGS TM820, TM821, AND TM 855.
  4. ADJUST TEMP. SIGN PLACEMENT AS REQUIRED TO FIT FIELD CONDITIONS.

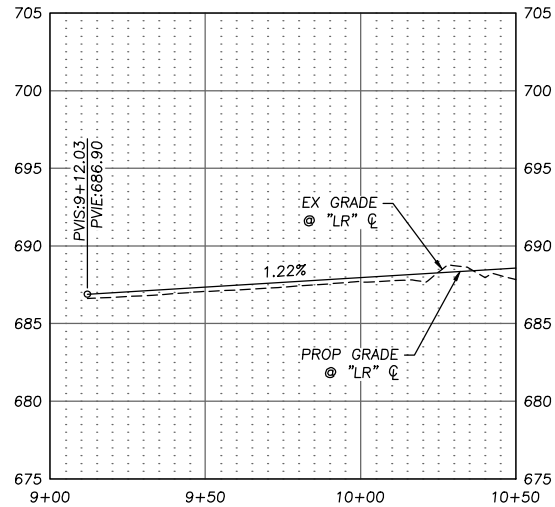
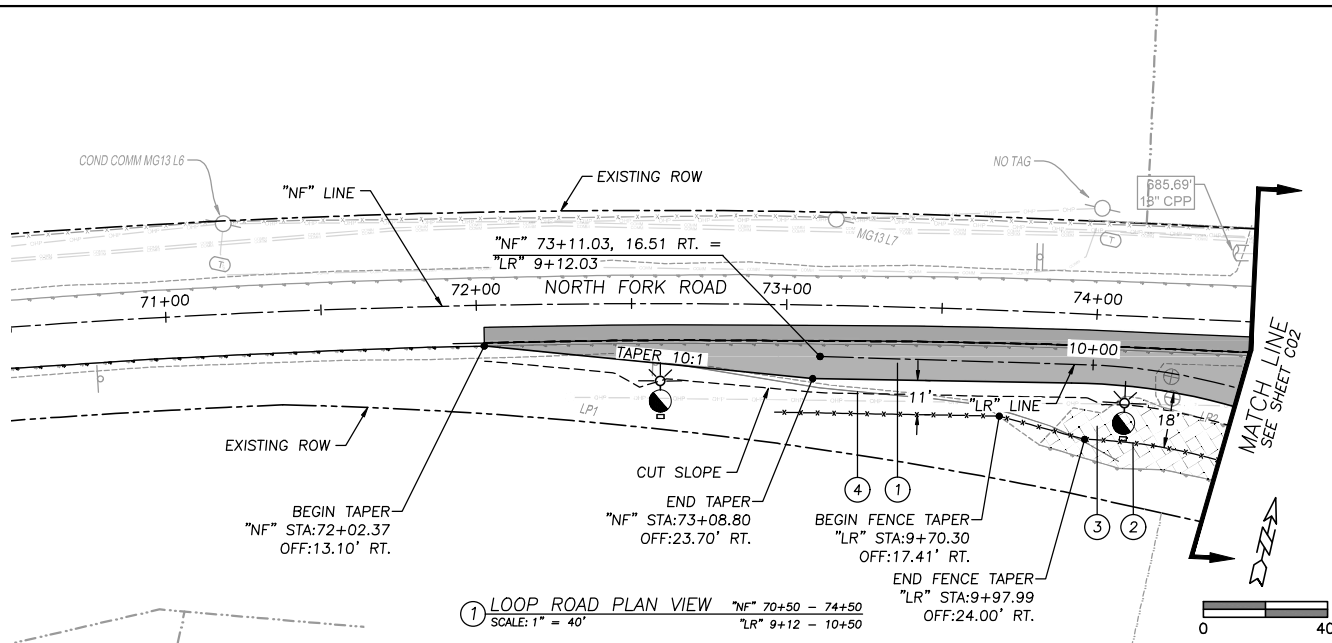
PROJECT NO.:	106033
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KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	S. MCCANNA
DRAWN BY:	R. MACKENZIE

TITLE:  
**TRAFFIC CONTROL PLAN**

SHEET:  
**TC2**

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**CONSTRUCTION KEYNOTES**

- ① CONSTRUCT ROADWAY WIDENING.  
(SEE TYPICAL SECTIONS AND SHT. GR1 FOR DETAILS)
- ② INSTALL TYPE CL-6 FENCE - 780 FT.  
(SEE ODOT STD. DWG. RD815 FOR DETAILS)
- ③ REMOVE EX. LOOP ROAD PAVEMENT.
- ④ REMOVE EX. CONCRETE BARRIER, BY OTHERS.

FEDERAL HIGHWAY  
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OREGON DIVISION



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AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663

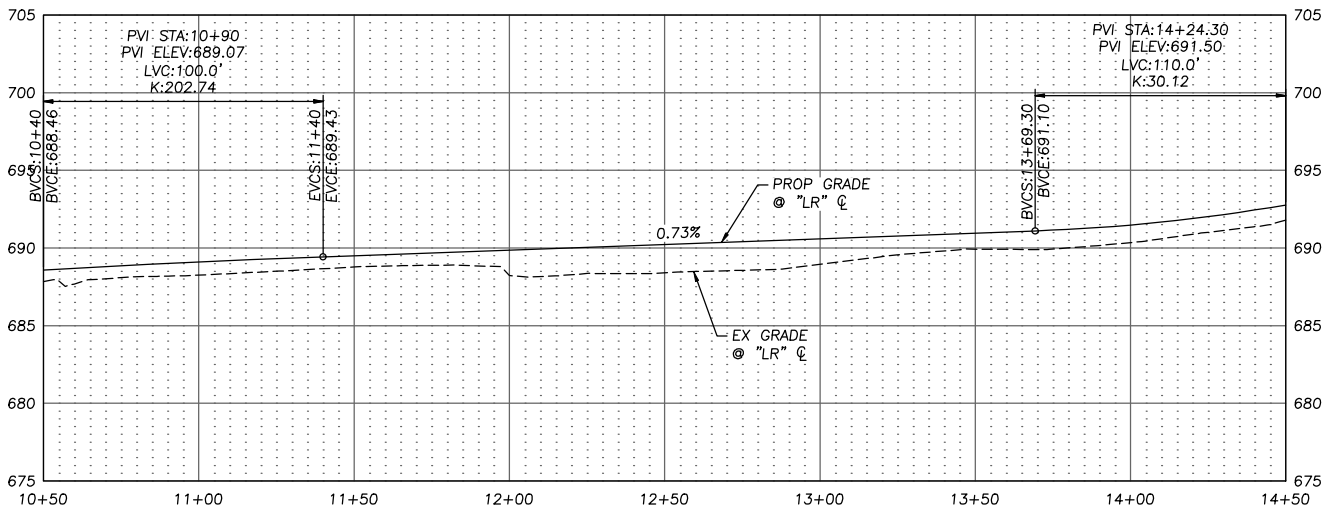
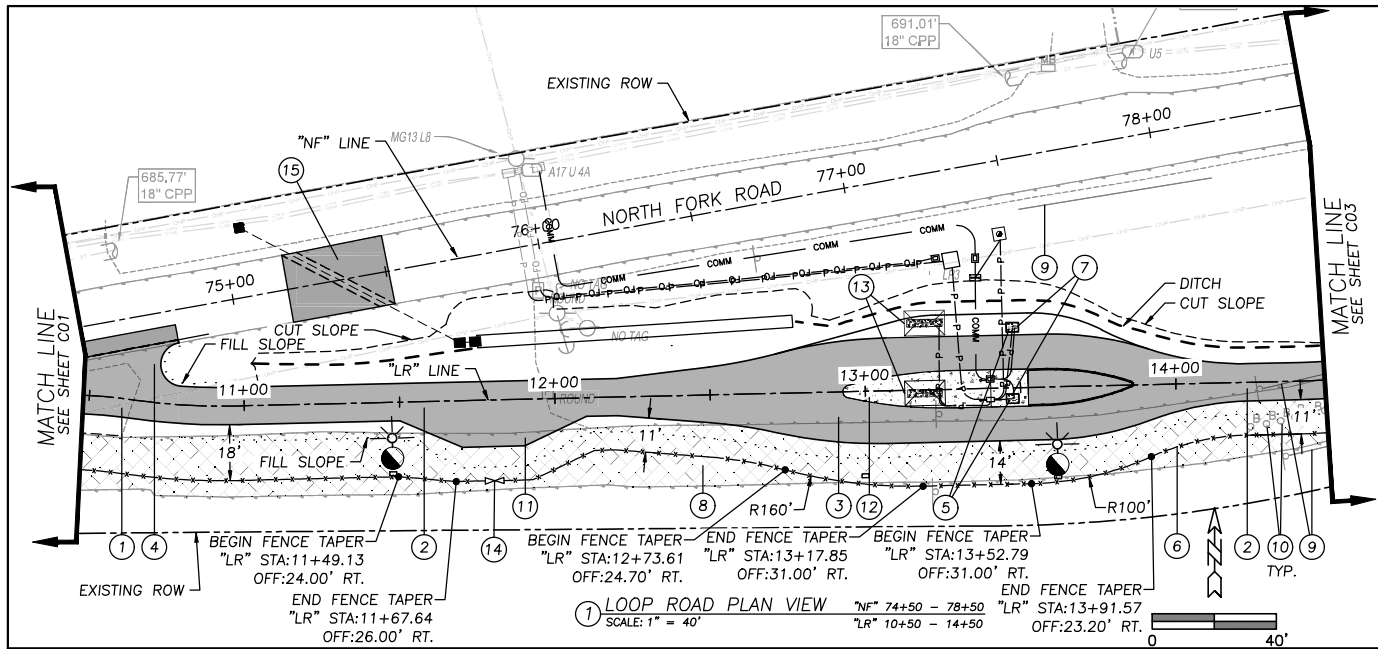
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ENGINEER**  
83771PE  
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OREGON  
DEC. 17, 2018  
DANIEL JOSIAH ILIYN  
EXPIRES 6/30/2027

MARION COUNTY  
**NORTH FORK ROAD  
IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

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VERT. DATUM:	NAVD88, GEOID18
DESIGNED BY:	D. ILIYN
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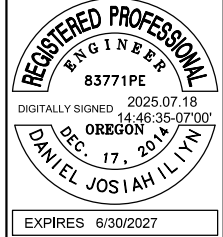
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**GENERAL  
CONSTRUCTION**

SHEET:  
**C01**



**CONSTRUCTION KEYNOTES**

- ① CONSTRUCT ROADWAY WIDENING. (SEE TYPICAL SECTIONS AND SHT. GR1 FOR DETAILS)
- ② CONSTRUCT LOOP ROAD. (SEE TYPICAL SECTIONS FOR DETAILS)
- ③ CONSTRUCT LOOP ROAD WITH CONCRETE ISLAND (SEE TYPICAL SECTIONS AND SHT. GR2 FOR DETAILS)
- ④ CONSTRUCT ASPHALT APPROACH - 1 EA.
- ⑤ INSTALL NON-REMOVABLE BOLLARDS - 2 EA. (SEE ODOT STD. DWG. RD130 AND SHT. 2B2)
- ⑥ INSTALL TYPE CL-6 FENCE (SEE SHT. C01, NOTE 2)
- ⑦ REMOVE EX. FEE STATION AND REINSTALL ON NEW CONCRETE BASE - 2 EA. (SEE SHT. 2B2 FOR DETAILS)
- ⑧ REMOVE EX. LOOP ROAD AC PAVEMENT COMPLETELY.
- ⑨ REMOVE EX. CONCRETE BARRIER, BY OTHERS.
- ⑩ REMOVE EX. BOLLARDS.
- ⑪ CONSTRUCT PARKING/PULL-OUT (SEE SHT. GR2 FOR DETAILS)
- ⑫ CONSTRUCT TYPE A NON-MOUNTABLE CONCRETE ISLAND WITH ISLAND NOSE TREATMENT OPTION "A" (SEE ODOT STD. DWGS. RD705 & RD707 FOR DETAILS)
- ⑬ INSTALL INFORMATIONAL KIOSK - 2 EA. (SEE SHTS. 2B AND 2B1 FOR DETAILS)
- ⑭ STA. "LR" 11+80.0, 26.0' RT. INSTALL 8 FOOT X 72 INCH CHAIN LINK SINGLE GATES - 1 EA. (SEE ODOT STD. DWG. RD815 FOR DETAILS)
- ⑮ CONSTRUCT ROADWAY GRIND AND INLAY SECTION FOR CULVERT TRENCHING (SEE TYPICAL SECTIONS FOR DETAILS)



MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

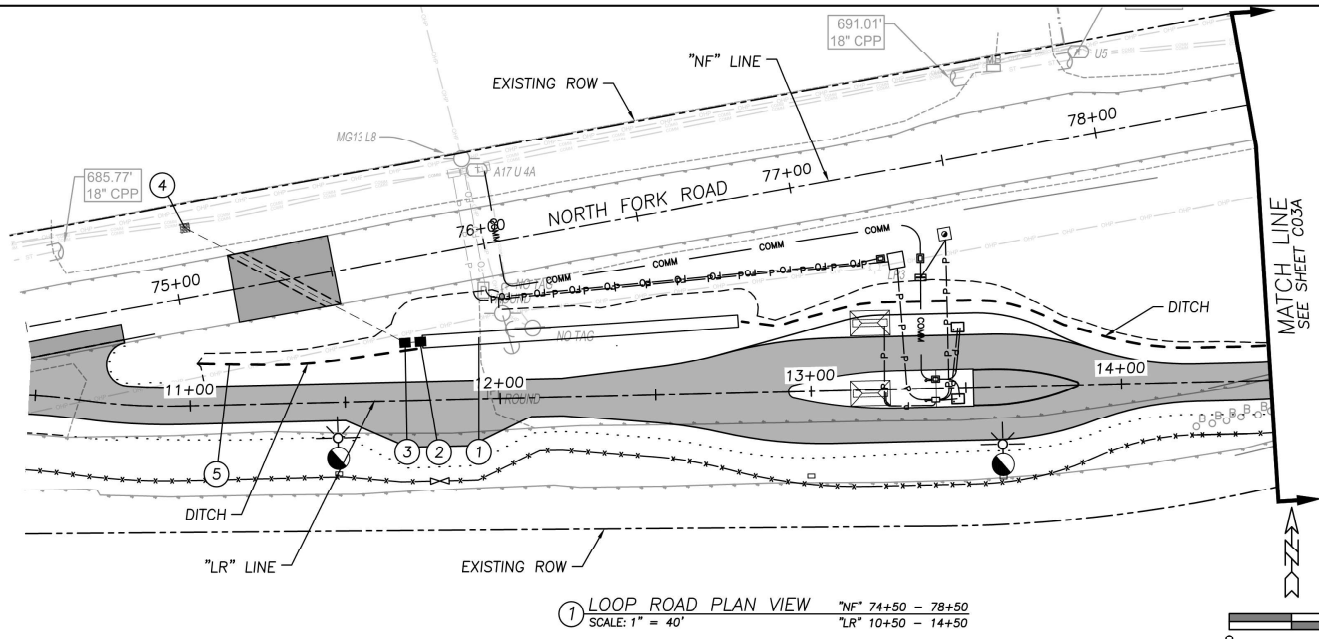
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	CD47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88, GEOID18
DESIGNED BY:	D. ILIYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**GENERAL CONSTRUCTION**

SHEET:  
**C02**

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① LOOP ROAD PLAN VIEW "NF" 74+50 - 78+50  
SCALE: 1" = 40' "LR" 10+50 - 14+50



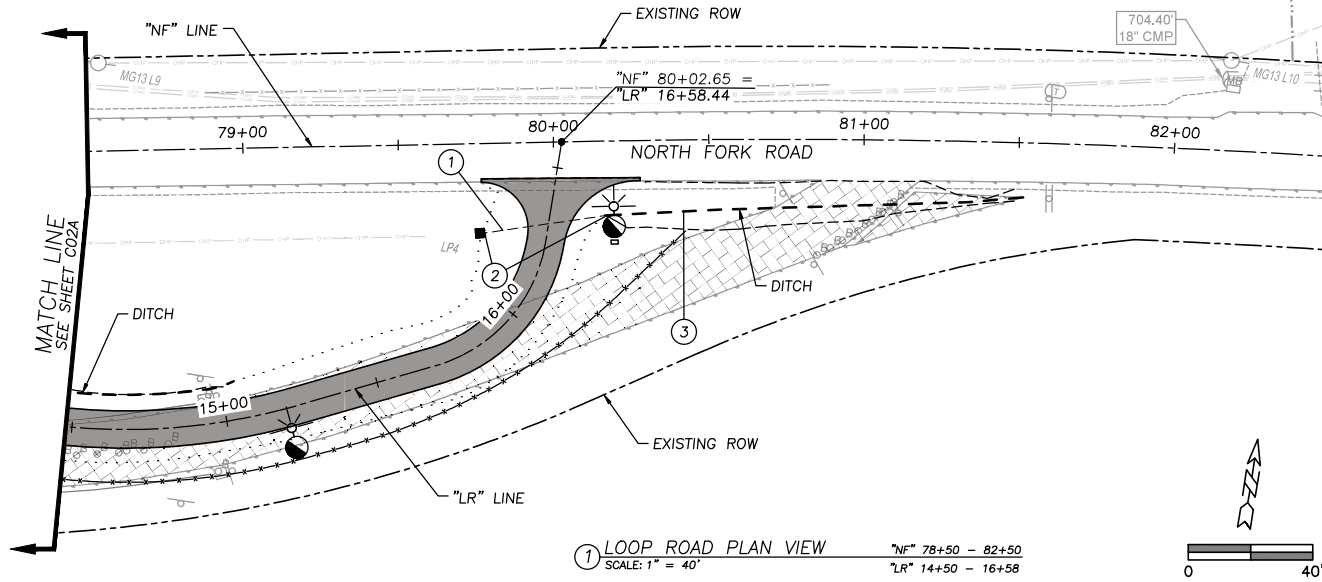
**CONSTRUCTION KEYNOTES**

- ① STA. "LR" 11+75.48, 18.90' LT. TO 12+76.99, 23.09' LT. CONSTRUCT WATER QUALITY BIOFILTRATION SWALE (SEE SHT. W1 FOR DETAILS)
- ② STA. "LR" 11+74.80, 18.82' LT. CONSTRUCT TYPE "M-E" INLET GRATE EL. 687.28 INSTALL 12" STORM SEWER PIPE - 5' FL OUT 687.05 (W) (SEE ODOT STD. DWGS. RD300, RD339, RD368, & RD386)
- ③ STA. "LR" 11+70.0, 18.59' LT. CONSTRUCT TYPE "D" INLET GRATE EL. 688.70 INSTALL 12" CULVERT PIPE - 80' FL IN 687.00 (E) FL OUT 687.00 (NW) (SEE ODOT STD. DWGS. RD300, RD339, RD370, & RD386)
- ④ STA. "LR" 10+99.60, 57.34' LT. CONSTRUCT RIPRAP OUTFALL - 1 CY CONSTRUCT SLOPED END SECTIONS, 12 INCH FL OUT 686.30 (NW) (SEE ODOT STD. DWG. RD317 & RD318)
- ⑤ CONSTRUCT DITCH (SEE SHT. GR5 FOR GRADING DETAILS)

   RENEWS: 6-30-2026																		
MARION COUNTY <b>NORTH FORK ROAD IMPROVEMENTS PROJECT</b> DEPARTMENT OF PUBLIC WORKS																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PROJECT NO.:</td><td>106033</td></tr> <tr><td>ECMS NO.:</td><td>2026-401</td></tr> <tr><td>FED. PROJ. NO.:</td><td>C047(112)</td></tr> <tr><td>KEY NO.:</td><td>23484</td></tr> <tr><td>SITE NO.:</td><td>84-020</td></tr> <tr><td>HORIZ. DATUM:</td><td>OCRS SALEM</td></tr> <tr><td>VERT. DATUM:</td><td>NAVD88, GEOID18</td></tr> <tr><td>DESIGNED BY:</td><td>H. VO</td></tr> <tr><td>DRAWN BY:</td><td>R. MACKENZIE</td></tr> </table>	PROJECT NO.:	106033	ECMS NO.:	2026-401	FED. PROJ. NO.:	C047(112)	KEY NO.:	23484	SITE NO.:	84-020	HORIZ. DATUM:	OCRS SALEM	VERT. DATUM:	NAVD88, GEOID18	DESIGNED BY:	H. VO	DRAWN BY:	R. MACKENZIE
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DESIGNED BY:	H. VO																	
DRAWN BY:	R. MACKENZIE																	
TITLE: <b>DRAINAGE PLAN</b>																		
SHEET: <b>C02A</b>																		



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**CONSTRUCTION KEYNOTES**

- ① STA. "LR" 16+25.32, 19.82' Lt. CONSTRUCT RIPRAP OUTFALL - 1 CY INSTALL 12" CULVERT PIPE - 41' FL IN 698.38 (E) FL OUT 696.35 (W) (SEE ODOT STD. DWG. RD300, RD317 & RD386)
- ② CONSTRUCT PAVED END SLOPES - 2 (SEE ODOT STD. DWG. RD319 & RD320)
- ③ CONSTRUCT DITCH (SEE SHT. GR4 FOR GRADING DETAILS)

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



**DAVID EVANS AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663



RENEWS: 6-30-2026

MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

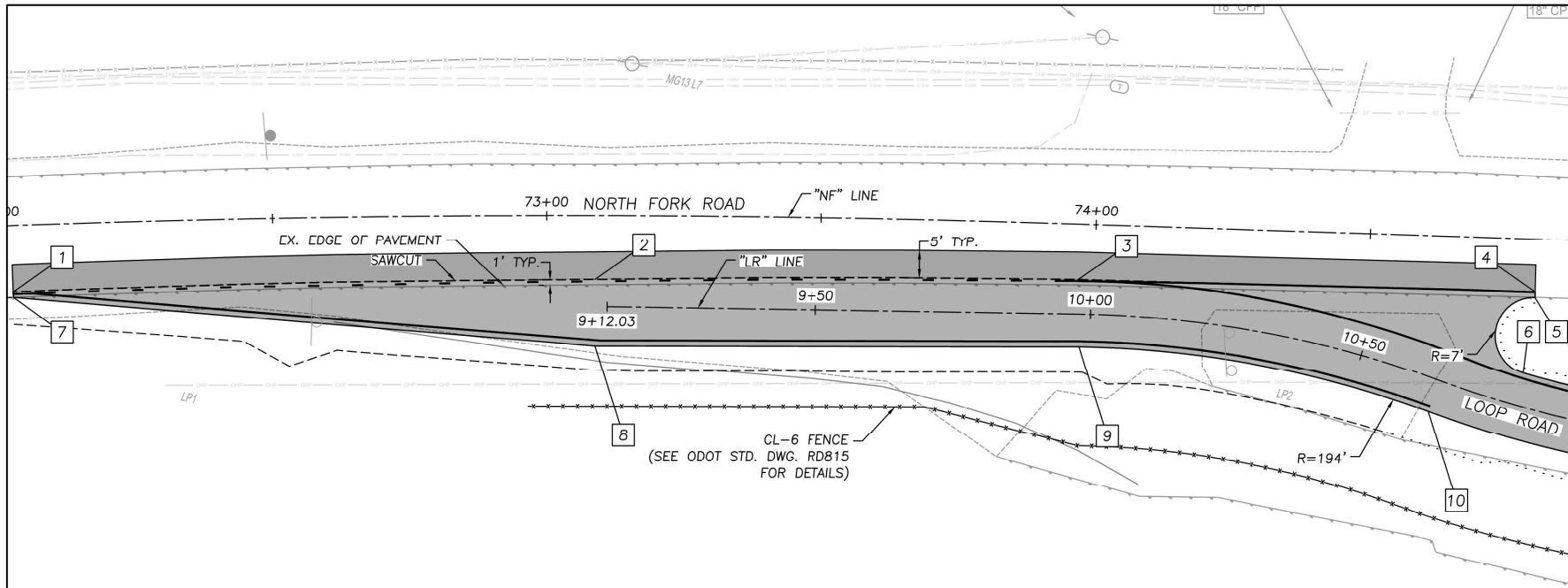
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	CD47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	H. VO
DRAWN BY:	R. MACKENZIE

TITLE:  
**DRAINAGE PLAN**

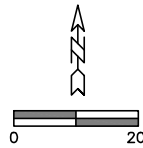
SHEET:  
**C03A**

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GRADING TABLE				
□	ALIGNMENT	STATION	OFFSET	ELEVATION
1	"NF"	72+02.36	12.10' RT.	686.00'
2	"NF"	73+08.80	11.58' RT.	686.97'
3	"NF"	73+97.04	10.08' RT.	688.06'
4	"NF"	74+80.24	9.67' RT.	689.23'
5	"NF"	74+80.25	10.71' RT.	689.18'
6	"LR"	10+79.23	6.00' LT.	689.09'
7	"NF"	72+02.37	13.10' RT.	685.98'
8	"NF"	73+08.80	23.70' RT.	686.73'
9	"LR"	9+97.99	6.00' RT.	687.83'
10	"LR"	10+64.99	6.00' RT.	688.63'

① LOOP ROAD ENTRANCE GRADING PLAN  
SCALE: 1" = 20'



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ADMINISTRATION  
OREGON DIVISION

**DAVID EVANS  
AND ASSOCIATES INC.**  
2111 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663

**REGISTERED PROFESSIONAL  
ENGINEER**  
83771PE  
DIGITALLY SIGNED 2025.07.18 14:47:11-0700  
OREGON  
DEC. 17, 2014  
DANIEL JOSIAH ILYN  
EXPIRES 6/30/2027

MARION COUNTY

**NORTH FORK ROAD  
IMPROVEMENTS PROJECT**

DEPARTMENT OF PUBLIC WORKS

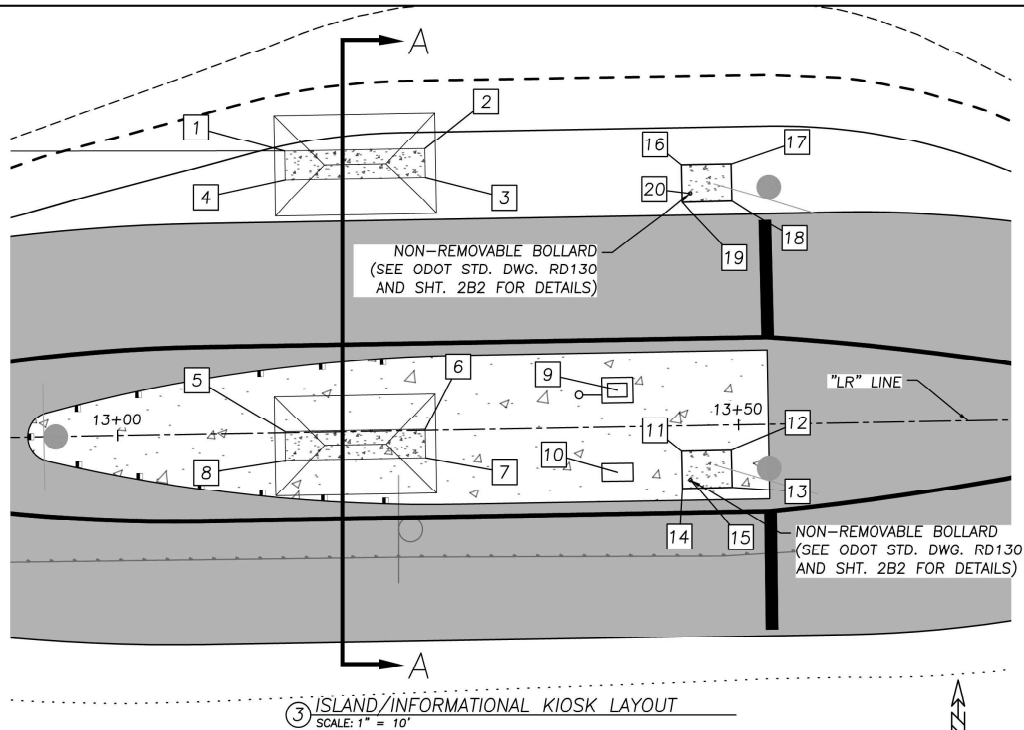
PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
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HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	D. ILYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**GRADING PLAN**

SHEET:  
**GR1**



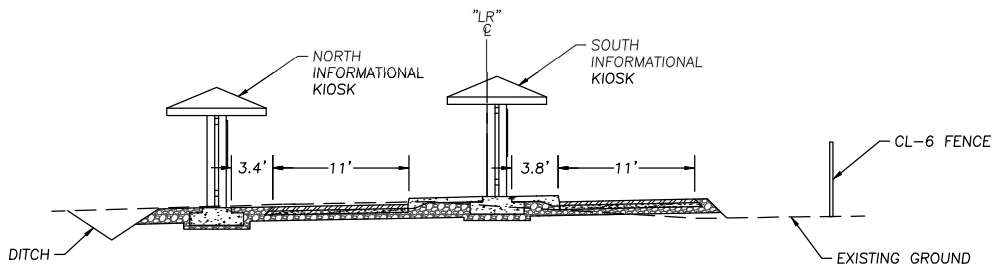
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GRADING TABLE			
ALIGNMENT	STATION	OFFSET	NOTES
"LR"	13+13.85	22.67' LT.	NORTH KIOSK STATION & OFFSET SHOWN ARE FOR CONCRETE BASE. SEE SHT. 2B1 FOR CONCRETE FOOTING DIMENSIONS
"LR"	13+25.18	22.66' LT.	
"LR"	13+25.18	20.33' LT.	
"LR"	13+13.85	20.34' LT.	
"LR"	13+13.48	0.10' LT.	SOUTH KIOSK STATION & OFFSET SHOWN ARE FOR CONCRETE BASE. SEE SHT. 2B1 FOR CONCRETE FOOTING DIMENSIONS
"LR"	13+24.81	0.10' LT.	
"LR"	13+24.81	2.23' RT.	
"LR"	13+13.48	2.23' RT.	
"LR"	13+40.31	2.97' LT.	CENTER OF COMMUNICATIONS JUNCTION BOX. SEE SHT. IL2 FOR DETAILS
"LR"	13+40.22	3.63' RT.	CENTER OF ELECTRICAL SERVICE PEDESTAL. SEE SHT. IL2 FOR DETAILS
"LR"	13+45.39	2.00' RT.	
"LR"	13+49.39	2.00' RT.	
"LR"	13+49.40	5.00' RT.	
"LR"	13+45.40	5.00' RT.	
"LR"	13+46.07	4.35' RT.	
"LR"	13+45.77	21.00' LT.	
"LR"	13+49.76	21.00' LT.	
"LR"	13+49.78	18.00' LT.	
"LR"	13+45.78	18.00' LT.	
"LR"	13+46.44	18.67' LT.	

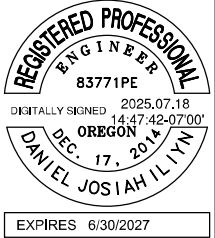
**NOTES**

- SEE SHT. GR2 FOR ADDITIONAL SITE DETAILS.
- SEE SHTS. 2B & 2B1 FOR INFORMATION KIOSK DETAILS
- SEE SHT. 2B2 FOR FEE STATION FOUNDATION DETAILS



SECTION A-A: ISLAND/INFORMATIONAL KIOSK  
SCALE: NTS

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



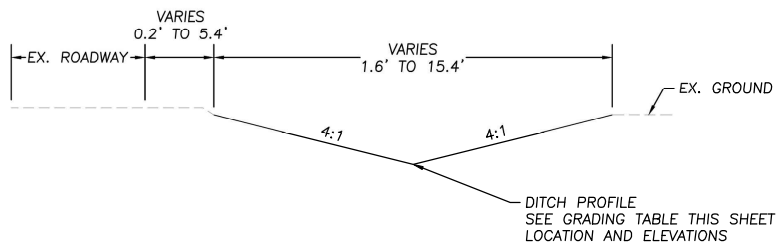
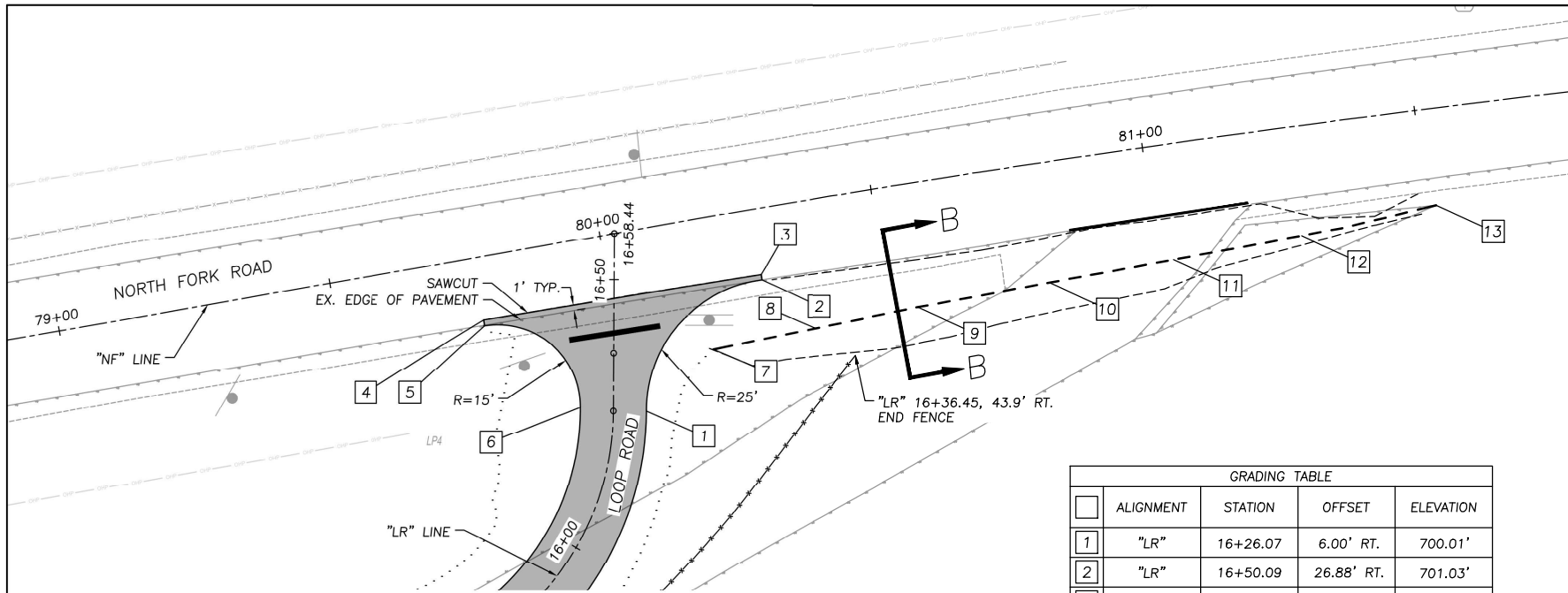
MARION COUNTY  
**NORTH FORK ROAD  
IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	C047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	D. ILYN
DRAWN BY:	R. MACKENZIE

TITLE:  
**GRADING PLAN**

SHEET:  
**GR3**

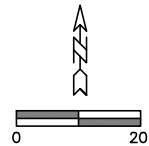
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**SECTION B-B**  
SCALE: N.T.S.

⑤ **LOOP ROAD EXIT & EAST DITCH GRADING PLAN & SECTION**  
SCALE: 1" = 20'

GRADING TABLE				
	ALIGNMENT	STATION	OFFSET	ELEVATION
1	"LR"	16+26.07	6.00' RT.	700.01'
2	"LR"	16+50.09	26.88' RT.	701.03'
3	"LR"	16+51.07	26.72' RT.	701.10'
4	"LR"	16+42.58	23.65' LT.	699.58'
5	"LR"	16+41.48	23.48' LT.	699.52'
6	"LR"	16+26.69	6.00' LT.	699.79'
7	"NF"	80+16.74	23.95' RT.	698.39'
8	"NF"	80+35.86	23.30' RT.	699.05'
9	"NF"	80+54.97	22.52' RT.	699.71'
10	"NF"	80+79.75	21.83' RT.	700.57'
11	"NF"	81+02.71	21.00' RT.	701.39'
12	"NF"	81+26.56	19.94' RT.	702.24'
13	"NF"	81+51.72	17.62' RT.	703.14'



FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION

**DAVID EVANS  
AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663

MARION COUNTY

## NORTH FORK ROAD IMPROVEMENTS PROJECT

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
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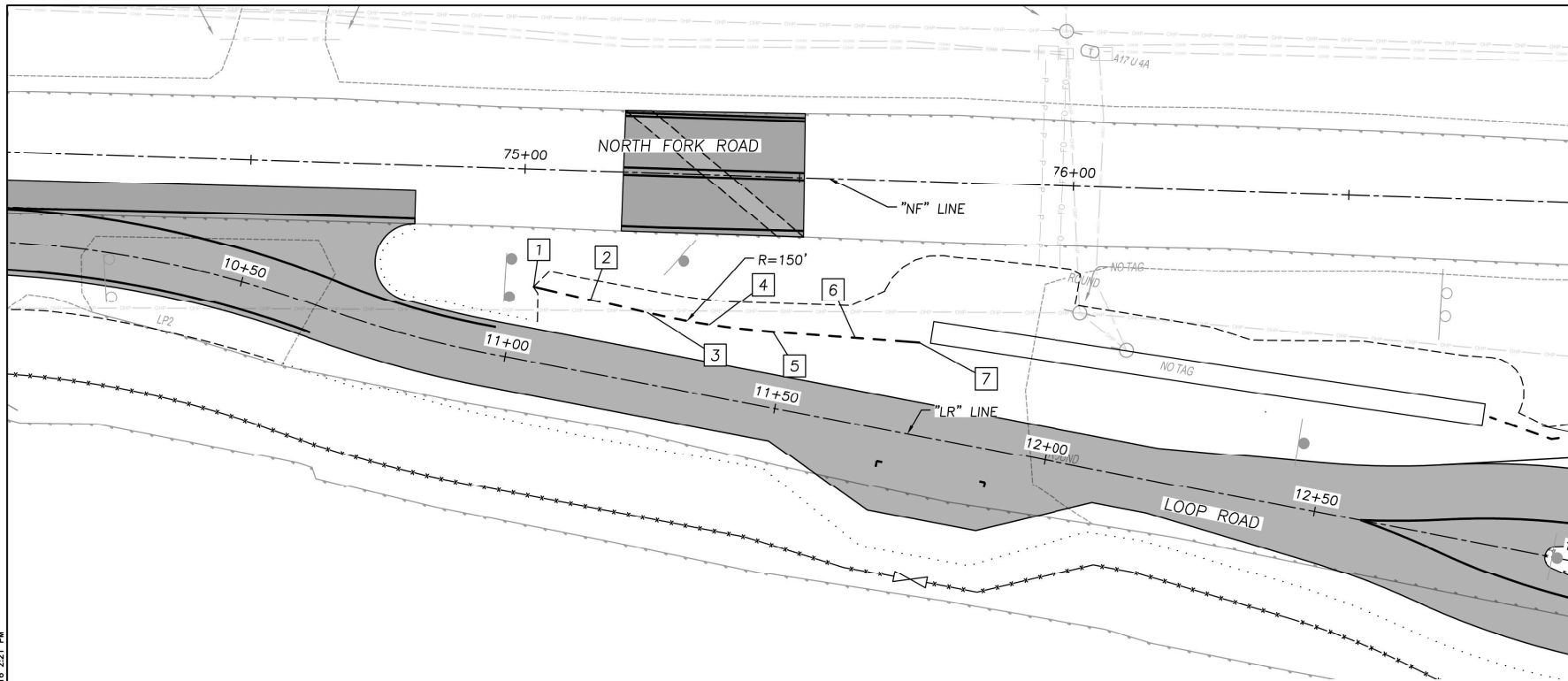
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### GRADING PLAN

SHEET:

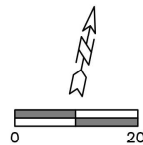
## GR4

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GRADING TABLE				
□	ALIGNMENT	STATION	OFFSET	ELEVATION
1	"LR"	11+02.72	13.54' LT.	688.91'
2	"LR"	11+13.33	13.13' LT.	687.96'
3	"LR"	11+23.94	12.71' LT.	687.92'
4	"LR"	11+35.53	12.69' LT.	687.86'
5	"LR"	11+47.09	13.57' LT.	687.81'
6	"LR"	11+61.96	15.28' LT.	687.74'
7	"LR"	11+73.54	16.64' LT.	687.70'

⑥ LOOP ROAD WEST DITCH GRADING PLAN  
SCALE: 1" = 20'



FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION



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2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663

REGISTERED PROFESSIONAL ENGINEER  
83771PE  
DIGITALLY SIGNED 2025.07.18 14:48:12-0700  
OREGON  
DEC. 17, 2014  
DANIEL JOSIAH ILIYN  
EXPIRES 6/30/2027

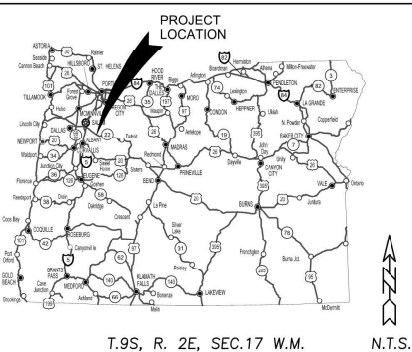
MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
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VERT. DATUM:	NAV88S, GEOID18
DESIGNED BY:	D. ILIYN
DRAWN BY:	R. MACKENZIE

TITLE:  
GRADING PLAN

SHEET:  
GR5

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**DEVELOPER**  
 Marion County, Oregon  
 Contact: Chuck Williams  
 Email: C.Williams@co.marion.or.us

**PLANNING / ENGINEERING FIRM**  
 David Evans and Associates, Inc.  
 Contact: Daniel Ilyin, PE  
 Email: Dji@Dealnc.com  
 Phone: 503-499-0519

**PREPARED FOR:**  
 Dept. of Environmental Quality (DEQ)  
 Salem Administrative Office  
 4026 Fairview Industrial Drive SE  
 Salem, OR 97302

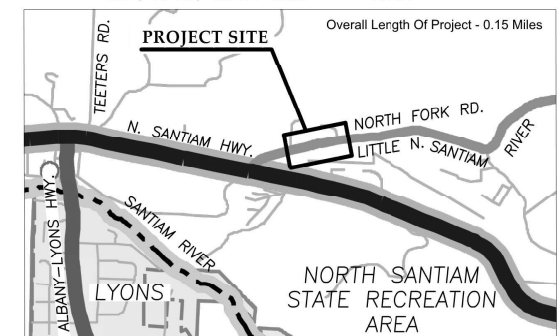
The permittee is required to meet all the conditions of the 1200-C permit. This ESCP and general conditions have been developed to facilitate compliance with the 1200-C permit supercedes requirements of this plan.

**BMP MATRIX FOR CONSTRUCTION PHASES**  
 Refer to DEQ Guidance Manual for a comprehensive list of available BMPs.

BMP Name	Perimeter Controls During Grading & UG Utility Installation	Temp. Stabilization During Roadway & Vertical Construction	Final Stabilization & Landscaping
Construction Entrances	X*		
Check Dams	X	X	X
Inlet Protection		X	X
Sediment Barrier (Wattles)		X	X
Sediment Fence	X*	X	X
Matting, Bonded Fiber Matrix		X	X
Concrete Truck Wash Out		X	
Plastic Sheeting	X	X	
Temporary Mulch		X	
Compost Mulch		X	X
Permanent Seeding			X
Permanent Mulching/Groundcover			X

\* Signifies BMP that will be installed prior to any ground disturbing activity.

**RATIONALE STATEMENT**  
 A comprehensive list of available best management practices (BMP) options based on DEQ's guidance manual has been reviewed to complete this erosion and sediment control plan. Some of the above listed BMP's were not chosen because they were determined to not effectively manage erosion prevention and sediment control for this project based on specific site conditions, including soil conditions topographic constraints, accessibility to the site, and other related conditions, as the project progresses and there is a need to revise the ESC plan, an action plan will be submitted.



**PROJECT LOCATION AND DESCRIPTION:**  
 The North Fork Road Improvements Project is located on North Fork Road, north of OR Highway 22. The site lies 60' north of the Little North Santiam River.

**INSPECTION FREQUENCY:**

SITE CONDITION	MINIMUM FREQUENCY
1. Active period	Weekly when stormwater runoff, including runoff from snow melt, is occurring. At least once every month, regardless of whether stormwater runoff is occurring.
2. Prior to the site becoming inactive or in anticipation of site inaccessibility.	Once to ensure that erosion and sediment control measures are in working order. Any necessary maintenance and repair must be made prior to leaving the site.
3. Inactive periods greater than fourteen (14) consecutive calendar days.	Once every month.
4. Periods during which the site is inaccessible due to inclement weather.	If practical, inspections must occur daily at a relevant and accessible discharge point or downstream location.
5. Periods during which discharge is unlikely due to frozen conditions.	Monthly. Resume monitoring immediately upon melt, or when weather conditions make discharges likely.

\* Hold a pre-construction meeting of project construction personnel that includes the inspector to discuss erosion and sediment control measures and construction limits.  
 \* All inspections must be made in accordance with DEQ 1200-CN permit requirements.  
 \* Inspection logs must be kept in accordance with DEQ's 1200-CN permit requirements.  
 \* Retain a copy of the ESCP and all revisions on site and make it available on request to DEQ, agent, or the local municipality. During inactive periods of greater than seven (7) consecutive calendar days, retain the ESCP at the construction site or at another location.

**NARRATIVE DESCRIPTIONS**

**EXISTING SITE CONDITIONS**

North Fork Road provides all-season access to multiple recreation wilderness areas, parks, federal and state lands, rivers and streams, private timber, and private homes. Current use swells beyond parking capacity during peak summer use, and over-use has led to degradation of the built and natural environment. No wetlands or waterways are present within the API, but the Little North Santiam River lies approximately 60' to the south of the project, separated from the site by a sheer vertical drop. Total project size is 1.27 acres.

**DEVELOPED CONDITIONS**

The project will install a corridor entryway facility to provide corridor users a place to purchase parking passes and view corridor-specific recreational and safety information. The facility will include a re-paved bypass, options for a staffed kiosk, staff parking, a landscaped area, plantings and fencing along the cliff above the river, and a stormwater treatment facility. The existing, abandoned bypass will be removed and new pavement will be installed a few feet to the north, further from the vertical drop to the river. After construction work is complete, the site will be restored and stabilized using biodegradable erosion prevention materials and native plantings. Construction is anticipated to disturb approximately 1.22 acres.

**RECEIVING WATER BODIES:**

Little North Santiam River  
 ~ 60 ft south of project,  
 drains to Santiam River  
 ~ 0.9 miles SE of project.

**SITE SOIL CLASSIFICATION:**

ST - Sifton gravely loam  
 (Well-drained,  
 <15% slopes)

**ATTENTION EXCAVATORS**

Oregon law requires you to follow rules adopted by the Oregon utility notification center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of these rules from the center by calling 503-232-1987. If you have any questions about the rules you may contact the center. You must notify the center at least two business days before commencing an excavation. Call 503-246-6699.

**EROSION AND SEDIMENT CONTROL GENERAL NOTES**

The construction, adjustment, maintenance, and upgrading of these erosion and sediment control measures is the responsibility of the contractor for the duration of the project to comply with Section 00280 of the Oregon Standard Specifications for construction and the NPDES 1200-CA permit.

Erosion and Sediment Control measures shown on this plan are for anticipated site conditions. Adjust or upgrade these measures for unexpected storm events to ensure that sediment and sediment-laden water does not leave the site.

Develop a revised plan of the Erosion and Sediment Control measures shown as required by Section 00280, Oregon Standard Specifications for Construction. Implement this plan for all clearing and grading activities and in segments applicable to each staging phase. Construct in such a manner so as to ensure that sediment and sediment laden water does not enter the roadway or drainage system, or violate applicable water standards.

Install measures within the right-of-way unless directed otherwise.

**ODOT STANDARD DRAWINGS (& \*\* CWS)**

- RD1000 Construction Entrances
- RD1005 Check Dams Type 1, 3 and 4
- RD1006 Check Dams Type 2 and 6
- RD1010 Inlet Protection Type 2, 3, 6, 7 10 and 11
- RD1015 Inlet Protection Type 4
- RD1030 Sediment Barrier Type 2, 3 and 4
- RD1031 Sediment Barrier Type 5 and 6
- RD1032 Sediment Barrier Type 8
- RD1033 Sediment Barrier Type 9
- RD1040 Sediment Fence
- RD1045 Temporary Slope Drain With Energy Dissipator
- RD1050 Temporary Scour Basin / Energy Dissipator
- RD1055 Slope and Channel Matting
- RD1060 Tire Wash Facility Type 1 and 2
- RD1065 Sediment Trap
- RD1070 Concrete Truck Wash Out

**SHEET INDEX**

SHEET NO.	DESCRIPTION
DEQ1 - DEQ3	1200-CA Permit Cover Sht, DEQ Notes & Contractor Info Sheets
GA - GA2	ESCP Phase 1 (Perimeter Controls)
GA3 - GA4	ESCP Phase 2 (Temp. Stabilization)
GA5	Erosion and Sediment Control Details
LA - LA4	Landscaping (Final Stabilization)

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION

**DAVID EVANS AND ASSOCIATES INC.**  
 2100 S River Parkway, Suite 100  
 Portland Oregon 97201  
 Phone: 503.223.6693

**REGISTERED**  
 727  
 BROOKLEY E. HENRI  
 OREGON  
 11/12/2010  
 LANDSCAPE ARCHITECT

RENEWS: 11/30/2026

MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
 DEPARTMENT OF PUBLIC WORKS

PROJECT NO.: 106033  
 ECMS NO.: 2026-401  
 FED. PROJ. NO.: C047(112)  
 KEY NO.: 23484  
 SITE NO.: 84-020  
 HORIZ. DATUM: OCRS SALEM  
 VERT. DATUM: NAVD88, GEOID18  
 DESIGNED BY: B. HENRI  
 DRAWN BY: B. HENRI

TITLE:  
**DEQ 1200-CA COVER SHEET**

SHEET:  
**DEQ1**

Erosion and Sediment Control Notes:

1. Include a list of personnel (by name and position) that are responsible for the design, installation and maintenance of stormwater control measures (e.g. ESCP developer, BMP installer, as well as their individual responsibilities.)
2. Visual monitoring inspection reports must be made in accordance with DEQ 1200-C permit requirements.
3. Inspection logs must be kept in accordance with DEQ's 1200-C DEQ permit requirements.
4. Retain a copy of the ESCP and all revisions on site and make it available on request to DEQ, agent, or the local municipality.
5. The permit registrant must implement the ESCP. Failure to implement any of the control measures or practices described in the ESCP is a violation of the permit.
6. The ESCP must be accurate and reflect site conditions.
7. Submission of all ESCP revisions is not required. Submittal of the ESCP revisions is only under specific conditions. Submit all necessary revision to DEQ or agent within 10 days.
8. Sequence clearing and grading to the maximum extent practical to prevent exposed inactive areas from becoming a source of erosion.
9. Create smooth surfaces between soil surface and erosion and sediment controls to prevent stormwater from bypassing controls and ponding.
10. Identify, mark, and protect (by construction fencing or other means) critical riparian areas and vegetation including important trees and associated rooting zones, and vegetation areas to be preserved. Identify vegetative buffer zones between the site and sensitive areas (e.g., wetlands), and other areas to be preserved, especially in perimeter areas.
11. Preserve existing vegetation when practical and re-vegetate open areas. Re-vegetate open areas when practicable before and after grading or construction. Identify the type of vegetative seed mix used.
12. Maintain and delineate any existing natural buffer within 50-feet of waters of the state.
13. Install perimeter sediment control, including storm drain inlet protection as well as all sediment basins, traps, and barriers prior to land disturbance.
14. Control both peak flow rates and total stormwater volume, to minimize erosion at outlets and downstream channels and streambanks.
15. Control sediment as needed along the site perimeter and at all operational internal storm drain inlets at all times during construction, both internally and at the site boundary.
16. Establish concrete truck and other concrete equipment washout areas before beginning concrete work.
17. Apply temporary and/or permanent soil stabilization measures immediately on all disturbed areas as grading progresses. Temporary or permanent stabilizations measures are not required for areas that are intended to be left unvegetated, such as dirt access roads or utility pole pads.
18. Establish material and waste storage areas, and other non-stormwater control.
19. Keep waste container lids closed when not in use and close lids at the end of the business day for those containers that are actively used throughout the day. For waste containers that do not have lids, provide either (1) cover (e.g., a tarp, plastic sheeting, temporary roof) to prevent exposure of wastes to precipitation, or (2) a similarly effective means designed to prevent the discharge of pollutants (e.g., secondary containment).
20. Control tracking of sediment onto public or private roads using BMPs such as: construction entrance, gravel (or paved) exits and parking areas, gravel all unpaved tracks located onsite, or use an exit tire wash. These BMPs must be in place prior to land-disturbing activities.
21. When trucking saturated soils from the site, either use water-tight trucks or drain loads on site.
22. Control prohibited discharges from leaving the construction site, i.e., concrete wash-out, wastewater from cleanout of stucco, paint and curing compounds.
23. Ensure that steep slope areas where construction activities are not occurring are not disturbed.
24. Prevent soil compaction in areas where post-construction infiltration facilities are to be installed.
25. Use BMPs to prevent or minimize stormwater exposure to pollutants from spills; vehicle and equipment fueling, maintenance, and storage; other cleaning and maintenance activities; and waste handling activities. These pollutants include fuel, hydraulic fluid, and other oils from vehicles and machinery, as well as debris, fertilizer, pesticides and herbicides, paints, solvents, curing compounds and adhesives from construction operations.
26. Provide plans for sedimentation basins that have been designed and stamped by an Oregon professional engineer.
27. If engineered soils are used on site, a sedimentation basin/impoundment must be installed.
28. Provide a dewatering plan for accumulated water from precipitation and uncontaminated groundwater seepage due to shallow excavation activities.
29. Implement the following BMPs when applicable: written spill prevention and response procedures, employee training on spill prevention and proper disposal procedures, spill kits in all vehicles, regular maintenance schedule for vehicles and machinery, material delivery and storage controls, training and signage, and covered storage areas for waste and supplies.
30. Use water, soil binding agent or other dust control technique as needed to avoid wind-blown soil.
31. The application rate of fertilizers used to reestablish vegetation must follow manufacturer's recommendations to minimize nutrients releases to surface waters. Exercise caution when using time-release fertilizers within any waterway riparian zone.
32. If an active treatment system (for example, electro-coagulation, flocculation, filtration, etc.) for sediment or other pollutant removal is employed, submit an operation and maintenance plan (including system schematic, location of system, location of inlet, location of discharge, discharge dispersion device design, and a sampling plan and frequency) before operating the treatment system. Obtain environmental management plan approval from DEQ before operating the treatment system. Operate and maintain the treatment system according to manufacturer's specifications.
33. Temporarily stabilize soils at the end of the shift before holidays and weekends, if needed. The registrant is responsible for ensuring that soil is stable during rain events at all times of the year.
34. As needed based on weather conditions, at the end of each workday soil stockpiles must be stabilized or covered, or other BMPs must be implemented to prevent discharges to surface waters or conveyance systems leading to surface waters.
35. Sediment fence: remove trapped sediment before it reaches one third of the above ground fence height and before fence removal.
36. Other sediment barriers (such as biobags): remove sediment before it reaches two inches depth above ground height and before BMP removal.
37. Catch basins: clean before retention capacity has been reduced by fifty percent. Sediment basins and sediment traps: remove trapped sediments before design capacity has been reduced by fifty percent and at completion of project.
38. Within 24 hours, significant sediment that has left the construction site must be remediated. Investigate the cause of the sediment release and implement steps to prevent a recurrence of the discharge within the same 24 hours. Any in-stream clean-up of sediment shall be performed according to the Oregon department of state lands required timeframe.
39. The intentional washing of sediment into storm sewers or drainage ways must not occur. Vacuuming or dry sweeping and material pickup must be used to cleanup released sediments.
40. Document any portion(s) of the site where land disturbing activities have permanently ceased or will be temporarily inactive for 14 or more calendar days.
41. Provide temporary stabilization for that portion of the site where construction activities cease for 14 days or more with a covering of blown straw and a tackifier, loose straw, or an adequate covering of compost mulch until work resumes on that portion of the site.
42. Do not remove temporary sediment control practices until permanent vegetation or other cover of exposed areas is established, once construction is complete and the site is stabilized, all temporary erosion controls and retained soils must be removed and disposed of properly, unless needed for long term use following termination of permit coverage.



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BROOKLEY E. HENRI  
OREGON  
11/12/2010  
LANDSCAPE ARCHITECT  
RENEWS: 11/30/2026

MARION COUNTY  
NORTH FORK ROAD  
IMPROVEMENTS PROJECT  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAV88, GEOID18
DESIGNED BY:	B. HENRI
DRAWN BY:	B. HENRI

TITLE:  
DEQ & ESC  
NOTES

SHEET:  
DEQ2

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**PRIME CONTRACTOR/DEVELOPER:**

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**INSPECTOR INFORMATION:**

Permittee's Site Inspector: \_\_\_\_\_  
Company/Agency: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Certification #: \_\_\_\_\_  
Description of experience: \_\_\_\_\_

**POLLUTANT GENERATING MATERIALS ON SITE:**

Material name: \_\_\_\_\_  
Phase to be used: \_\_\_\_\_  
  
Material name: \_\_\_\_\_  
Phase to be used: \_\_\_\_\_  
  
Material name: \_\_\_\_\_  
Phase to be used: \_\_\_\_\_  
  
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Phase to be used: \_\_\_\_\_  
  
Material name: \_\_\_\_\_  
Phase to be used: \_\_\_\_\_

**NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE:**

Clearing (Dates, From - To) \_\_\_\_\_  
Mass Grading (Dates, From - To) \_\_\_\_\_  
Utility Installation (Dates, From - To) \_\_\_\_\_  
Trail Construction (Dates, From - To) \_\_\_\_\_  
Final Stabilization (Dates, From - To) \_\_\_\_\_

**ENGINEERED SOILS:**

Used on site? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, provided retention plan and pH monitoring schedule

**LIST ALL AUTHORIZED NON-STORMWATER DISCHARGES EXPECTED:** \_\_\_\_\_

**Will Stormwater Facility Be Used During Construction To Contain Runoff From The Work Site?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**IN-SITU RAIN GAUGE:**

YES \_\_\_\_\_ NO  Or

URL for Nearest Rain Gauge:

[https://forecast.weather.gov/MapClick.php?x=213&y=133&site=pqr&zmx=&zmy=&map\\_x=213&map\\_y=133](https://forecast.weather.gov/MapClick.php?x=213&y=133&site=pqr&zmx=&zmy=&map_x=213&map_y=133)

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



**DAVID EVANS  
AND ASSOCIATES INC.**  
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Phone: 503.223.6963

MARION COUNTY

**NORTH FORK ROAD  
IMPROVEMENTS PROJECT**

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVDB8, GEOID18
DESIGNED BY:	B. HENRI
DRAWN BY:	B. HENRI

TITLE:  
**DEQ 1200-CA  
CONTRACTOR  
NOTES**

SHEET:  
**DEQ3**

**ESCP PHASE 1  
(PERIMETER CONTROLS DURING  
CLEARING, DEMOLITION, MASS  
GRADING + UTILITY INSTALLATION)**

**CONSTRUCTION KEYNOTES**

- ① INSTALL CONSTRUCTION ENTRANCE (PER ODOT STD. DWG. RD1000)
- ② INSTALL SEDIMENT FENCE (PER ODOT STD. DWG. RD1040)
- ③ CONSTRUCT CHECK DAM, TYPE 3 (BIOFILTER BAG) - 20 (PER ODOT STD. DWG. RD1005)

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



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OREGON  
11/12/2010  
LANDSCAPE ARCHITECT**  
RENEWS: 11/30/2026

**NORTH FORK ROAD  
IMPROVEMENTS PROJECT**

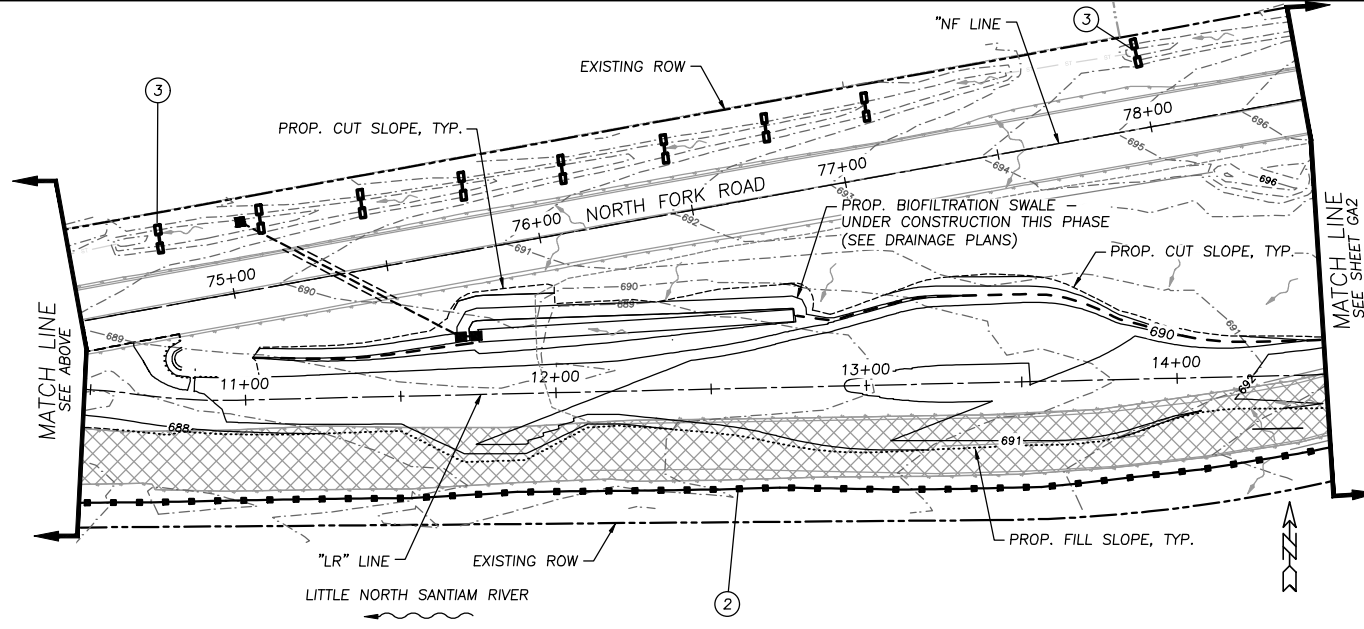
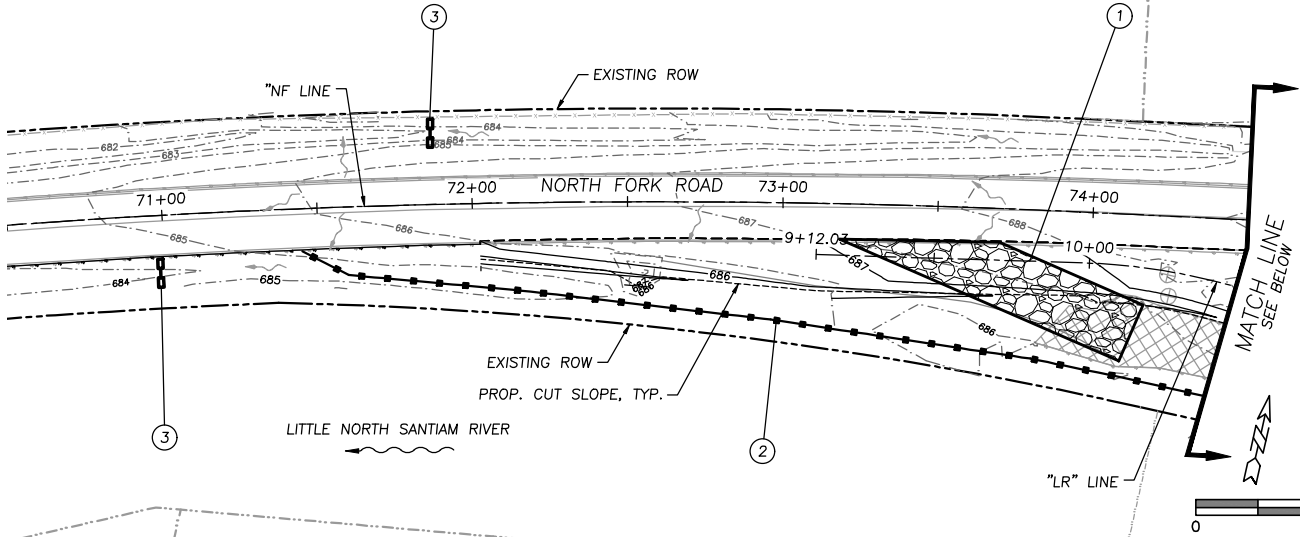
MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

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ECMS NO.:	2028-401
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KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVDB8, GEOID18
DESIGNED BY:	B. HENRI
DRAWN BY:	K. ROPER

TITLE:  
**EROSION  
CONTROL PLAN  
PHASE 1**

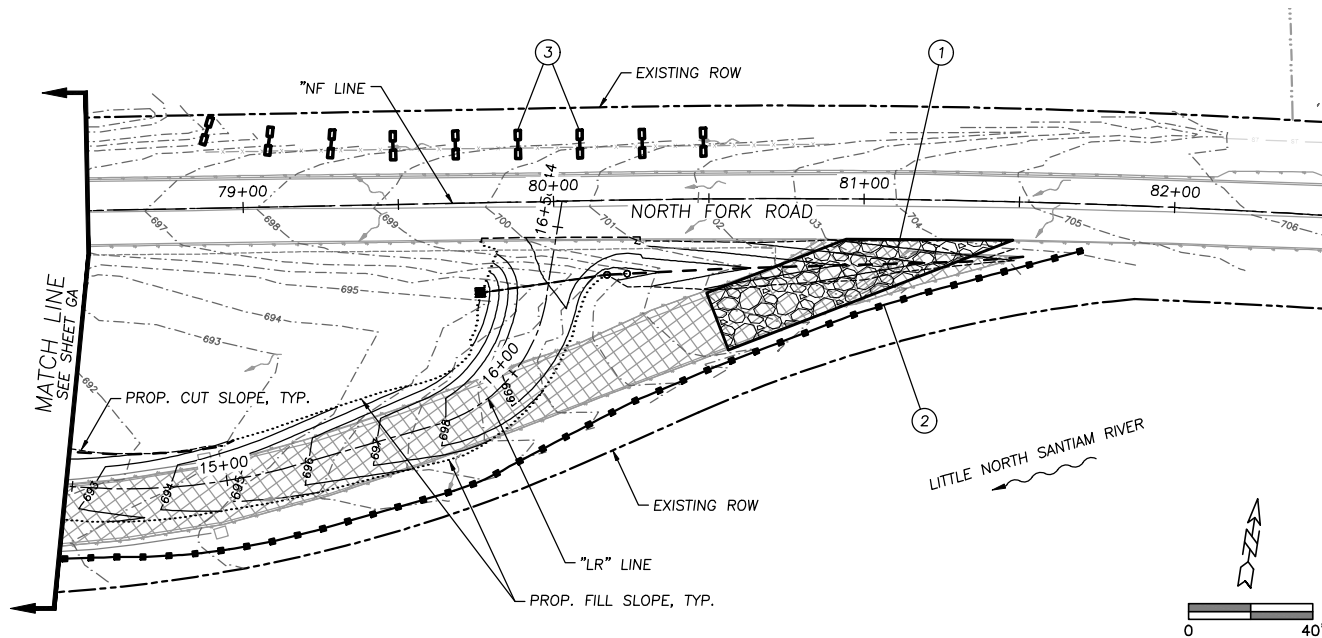
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**GA1**



**LEGEND**

- CONSTRUCTION ENTRANCE
- SEDIMENT FENCE
- CHECK DAM
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED TOE OF FILL
- PROPOSED TOP OF CUT
- PAVEMENT REMOVAL AREA









**ESCP PHASE 1  
(PERIMETER CONTROLS DURING  
CLEARING, DEMOLITION, MASS  
GRADING + UTILITY INSTALLATION)**



**CONSTRUCTION KEYNOTES**

- ① INSTALL CONSTRUCTION ENTRANCE (PER ODOT STD. DWG. RD1000)
- ② INSTALL SEDIMENT FENCE (PER ODOT STD. DWG. RD1040)
- ③ CONSTRUCT CHECK DAM, TYPE 3 (BIOFILTER BAG) (SEE SHT. GA, NOTE 3)

**LEGEND**

-  CONSTRUCTION ENTRANCE
-  SEDIMENT FENCE
-  CHECK DAM
-  EXISTING CONTOURS
-  PROPOSED CONTOURS
-  PROPOSED TOE OF FILL
-  PROPOSED TOP OF CUT
-  PAVEMENT REMOVAL AREA

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVDBS, GEOID18
DESIGNED BY:	B. HENRI
DRAWN BY:	K. ROPER

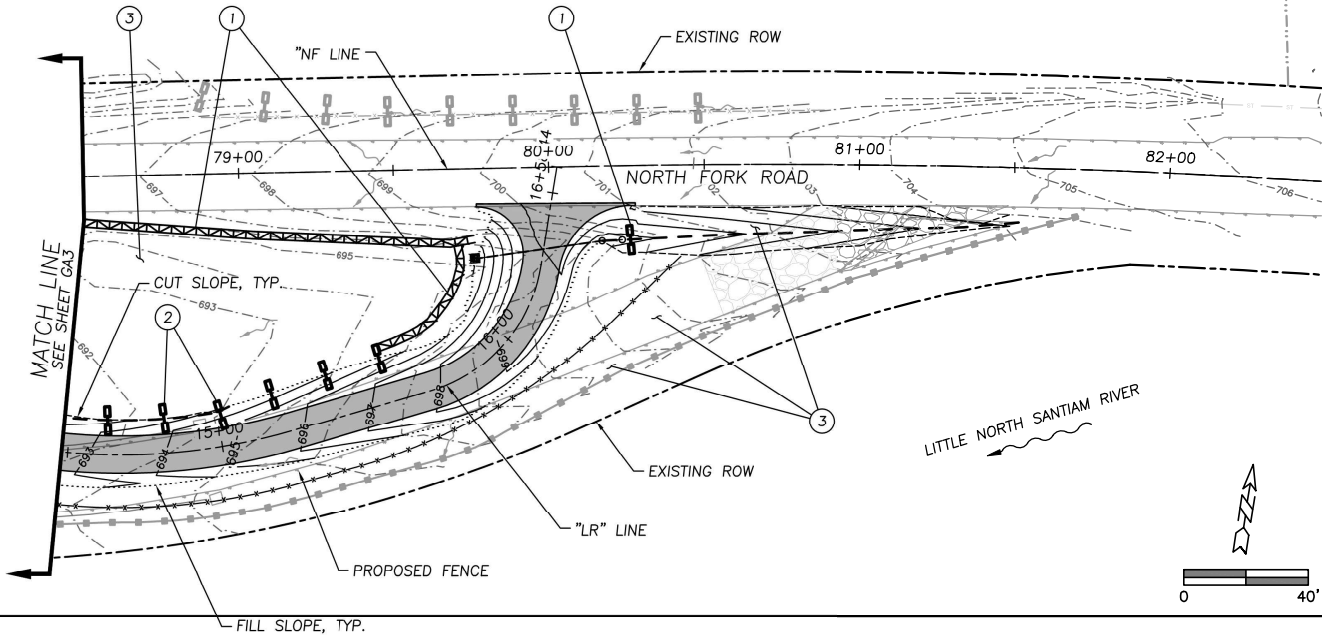
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**EROSION  
CONTROL PLAN  
PHASE 1**

SHEET:  
**GA2**



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**ESCP PHASE 2**  
 (TEMP. STABILIZATION DURING  
 PAVING, SIGNING, STRIPING +  
 VERTICAL CONSTRUCTION)



**CONSTRUCTION KEYNOTES**

- ① CONSTRUCT SEDIMENT BARRIER, TYPE 3 (FIBER ROLL WATTLE) (PER ODOT STD. DWG. RD1030)
- ② CONSTRUCT CHECK DAM, TYPE 3 (BIOFILTER BAG) (SEE SHT. GA3, NOTE 3)
- ③ APPLY COMPOST MULCH TO EXPOSED SOILS (SEE SHEET GA5 FOR DETAIL)

**LEGEND**

- SEDIMENT BARRIER
- CHECK DAM
- EXTG. SEDIMENT FENCE
- EXTG. CONSTRUCTION ENTRANCE
- EXTG. CHECK DAM
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED TOE OF FILL
- PROPOSED TOP OF CUT
- PROPOSED PAVEMENT
- DIRECTION OF DRAINAGE



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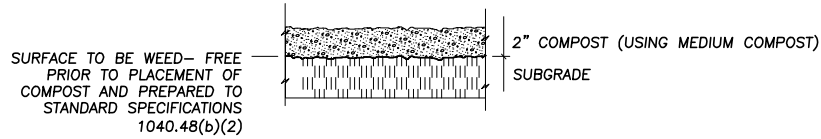
MARION COUNTY  
**NORTH FORK ROAD  
 IMPROVEMENTS PROJECT**  
 DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
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DESIGNED BY:	B. HENRI
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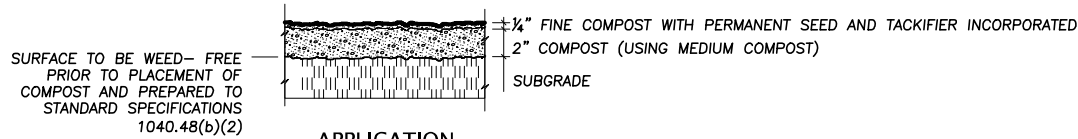
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 CONTROL PLAN  
 PHASE 2**

SHEET:  
 GA4

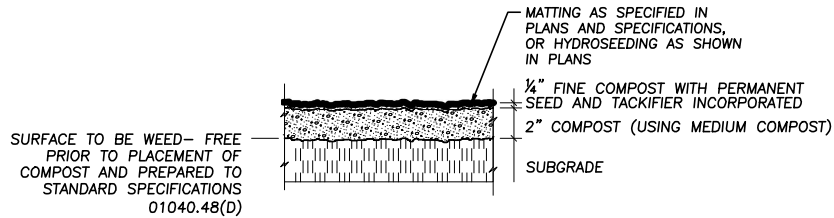
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APPLICATION -  
TEMPORARY/PERMANENT MULCHING  
(NOT TO SCALE)



APPLICATION -  
PERMANENT VEGETATIVE COVER  
(NOT TO SCALE)



NOTE: SEE STANDARD SPECIFICATIONS 03020 FOR COMPOST SPECIFICATIONS.  
SEE PLANS AND SPECIFICATIONS FOR MATTING WHEN REQUIRED.

APPLICATION - STEEP SLOPES  
(NOT TO SCALE)

NOTE:  
FURNISH COMPOST MULCH ACCORDING TO SPECS SECTION 01030.15(C).  
APPLY COMPOST MULCH ACCORDING TO 01030.48(B)(2-B).

**COMPOST MULCH**

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



**DAVID EVANS  
AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 100  
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MARION COUNTY  
**NORTH FORK ROAD  
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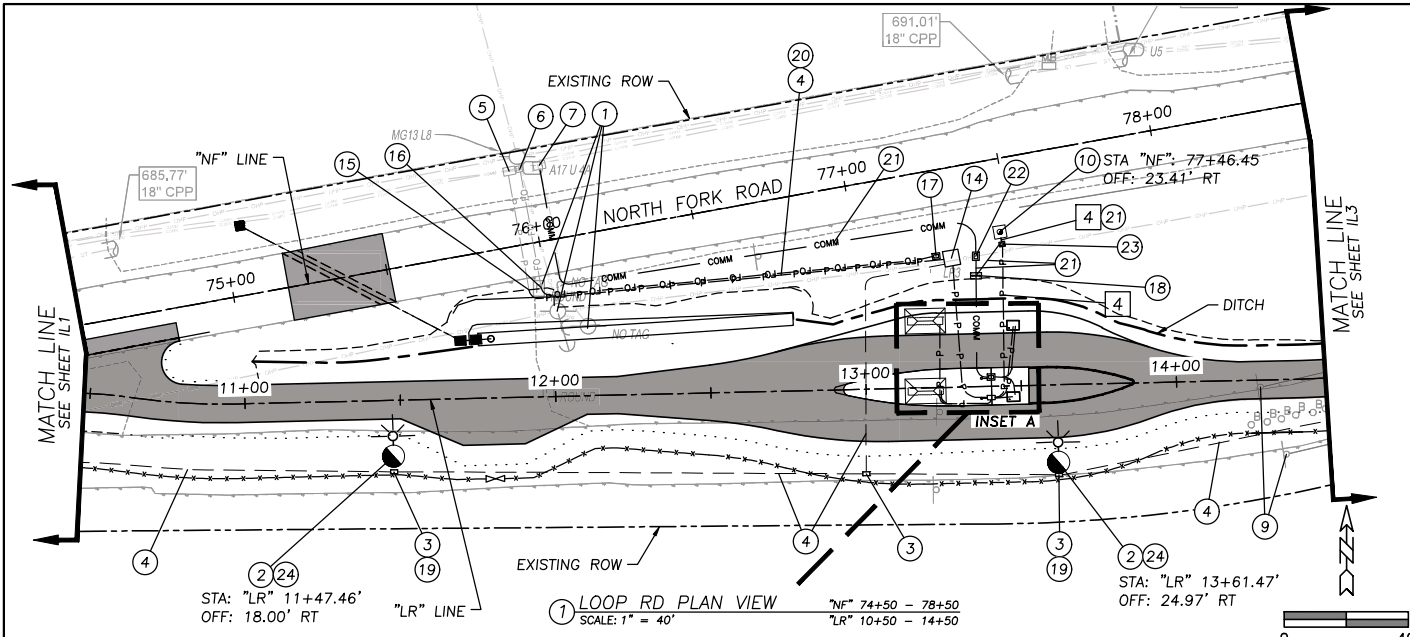
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DRAWN BY:	K. ROPER

TITLE:  
**EROSION  
CONTROL DETAILS**

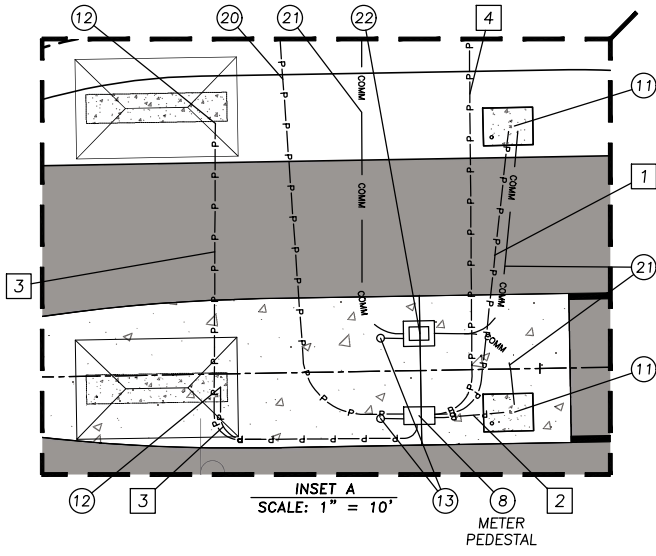
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GA5



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**1 LOOP RD PLAN VIEW**  
SCALE: 1" = 40'



**INSET A**  
SCALE: 1" = 10'

CIRCUIT NUMBER	CIRCUIT USE	CONDUIT SIZE	CONDUCTORS	CIRCUIT BREAKER
1	FEE STATION #1	3/4"	3-#14	15 AMP
2	FEE STATION #2	3/4"	3-#14	15 AMP
3	SIGN ILLUMINATION	3/4" (*1)	3-#12	20 AMP
4	FUTURE PTZ CAMERA	1"	PULL STRING & LOCATE WIRE	-----
5	SPACE	-----	-----	-----
6	SPACE	-----	-----	-----

NOTE: (\*1) = PROVIDE 3/4" ELECTRICAL METALLIC TUBING WHERE EXPOSED ABOVE GRADE

**CONSTRUCTION KEYNOTES**

- 1 UTILITIES TO BE REMOVED BY CPI
- 2 INSTALL LIGHT POLE, SEE SHT. IL3 DESIGN NOTE 1 AND SPECIAL PROVISIONS. PROVIDE EXCAVATION, CRUSHED ROCK BASE, LIGHT POLE INSTALLATION, AND BACKFILL ACCORDING TO CPI DWG., SEE SHT. IL5
- 3 INSTALL SPLICE VAULT, SEE SHT. IL3 DESIGN NOTE 2, WITH EXCAVATION, CRUSHED ROCK BASE AND BACKFILL ACCORDING TO CPI DWGS., SEE SHTS. IL4 AND IL5
- 4 INSTALL 2" SCHEDULE 40 PVC ELECTRICAL CONDUIT WITH 200 LB POLYLINE AND LOCATE WIRE, IN TRENCH, WITH EXCAVATION, INITIAL BACKFILL AND TRENCH BACKFILL ACCORDING TO CPI DWGS., SEE SHTS. IL4 AND IL5
- 5 EXISTING CPI POWER VAULT
- 6 EXISTING CPI FIBER VAULT
- 7 EXISTING SCTC COMMUNICATION VAULT
- 8 INSTALL ELECTRICAL SERVICE PEDESTAL, MODEL CMP4111-MC1 OR EQUIVALENT

**CONSTRUCTION KEYNOTES (CONTINUED)**

- 9 EXISTING SOLAR PANELS TO BE REMOVED BY OTHERS
- 10 INSTALL CAMERA POLE FOR FUTURE SECURITY CAMERA, 17' ASSEMBLY HEIGHT, WITH PEDESTAL FOUNDATION, GROUND ROD, AND CONDUIT WITH 200 LB POLYWIRES ACCORDING TO ODOT STD. DWG. TM457, 17' HEIGHT
- 11 REMOVE AND REINSTALL FEE STATION (SEE SHEETS 2B2 AND C02)
- 12 INSTALL METAL CONDUIT AND METAL ELECTRICAL BOX ON INFORMATIONAL KIOSK (SEE SHEET 2B1 FOR DETAILS)
- 13 PROVIDE 2" SCHEDULE 40 PVC CONDUIT STUB, MINIMUM 1' BEYOND EDGE OF JUNCTION BOX AND 6" ABOVE CONCRETE SURFACE, FOR CONNECTION TO FUTURE STAFFED KIOSK BUILDING WITH 200 LB POLYLINE. INSTALL SCHEDULE 40 PVC CAP ON CONDUIT STUB.
- 14 EXCAVATE FOR POWER TRANSFORMER ACCORDING TO CPI DWG. INSTALL TRANSFORMER SLEEVE AND GROUNDING AND PROVIDE CRUSHED ROCK BASE ACCORDING TO CPI DWG. SEE SHT. IL4. PROVIDE BACKFILL AFTER CPI INSTALLS TRANSFORMER.
- 15 INTERCEPT EXISTING 3" CPI POWER CONDUIT NEAR EDGE OF PAVEMENT
- 16 INTERCEPT EXISTING 2" CPI FIBER CONDUIT NEAR EDGE OF PAVEMENT
- 17 EXCAVATE FOR COMM VAULT ACCORDING TO CPI DWG. INSTALL CRUSHED ROCK BASE AND INSTALL COMM VAULT ACCORDING TO CPI DWG. BACKFILL ACCORDING TO CPI DWG., SEE SHT. IL4
- 18 INSTALL H-FRAME PEDESTAL ASSEMBLY WITH FOUNDATION FOR TELE-COMM ACCORDING TO DWG. SEE SHT. IL5
- 19 INSTALL 1" SCHEDULE 40 PVC ELECTRICAL CONDUIT FROM JUNCTION BOX TO LIGHT POLE LOCATION, 18" DEPTH ACCORDING TO CPI DWG., SEE SHT. IL5
- 20 INSTALL 3" SCHEDULE 40 PVC ELECTRICAL CONDUIT WITH 200 LB POLYLINE, ACCORDING TO CPI DWGS., SEE SHTS. IL4, IL5
- 21 INSTALL 2" SCHEDULE 40 PVC COMMUNICATION CONDUIT WITH CONTRACTOR PROVIDED 200 LB POLYLINE, ACCORDING TO SCTC DWG., SEE SHT. IL5
- 22 INSTALL 14" X 20" X 18" COMMUNICATION JUNCTION BOX, ACCORDING TO SCTC DWG., SEE SHT. IL5
- 23 INSTALL JB1 WITH CONCRETE APRON PER ODOT STD. DWGS. TM701 AND TM702
- 24 INSTALL #6 DUPLEX ALUMINUM WIRE AND GROUND WIRE FROM LIGHT FIXTURE TO SPLICE VAULT. LEAVE MIN. 2' COIL IN SPLICE VAULT FOR CPI CONNECTION.

FEDERAL HIGHWAY ADMINISTRATION OREGON DIVISION

**DAVID EVANS AND ASSOCIATES INC.**  
2100 S River Parkway, Suite 100  
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Phone: 503.223.8663

**REGISTERED PROFESSIONAL ENGINEER**  
69419PE

OREGON  
JUNE 11, 2008  
CAMERON MALCOLM GRILE

EXPIRES: 06/30/2027

MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

DEPARTMENT OF PUBLIC WORKS

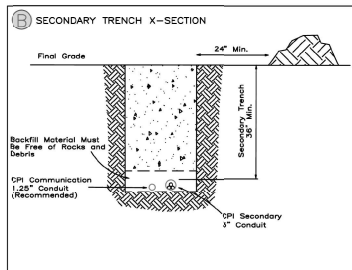
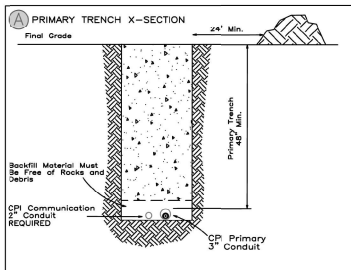
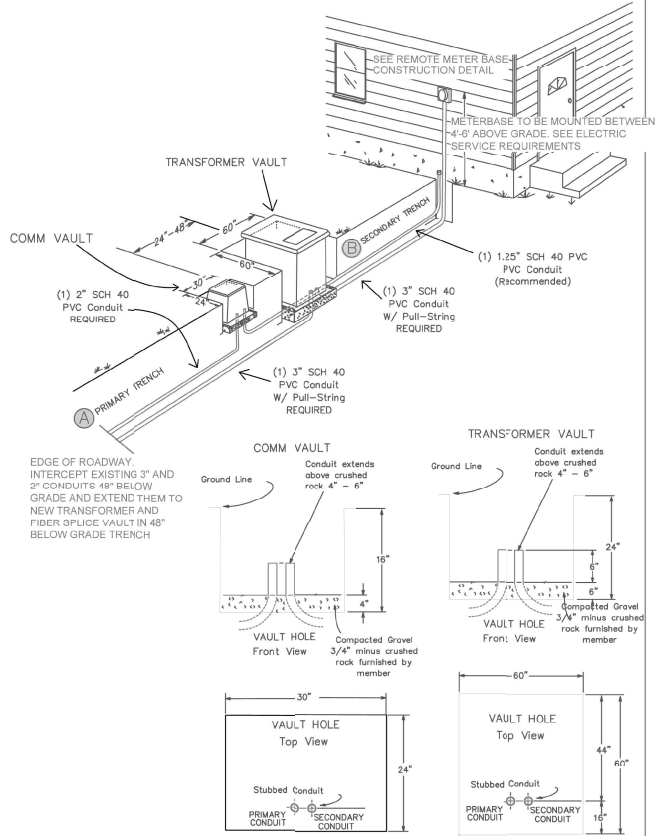
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ECMS NO.: 2028-401  
FED. PROJ. NO.: C047(112)  
KEY NO.: 23484  
SITE NO.: 84-020  
HORIZ. DATUM: OCRS SALEM  
VERT. DATUM: NAVD83, GEOID18  
DESIGNED BY: M. BRONSON  
DRAWN BY: R. MACKENZIE

TITLE:  
**ILLUMINATION AND UTILITIES PLAN**

SHEET:  
IL2

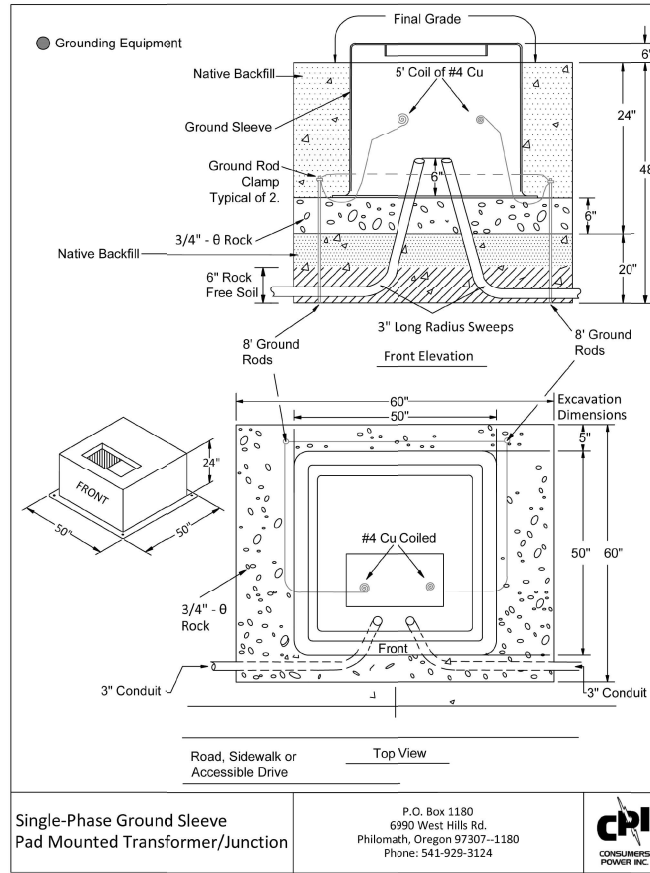


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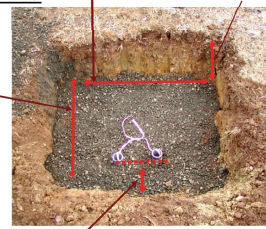
RESIDENTIAL TRENCHING DETAIL AND MEMBER RESPONSIBILITY  
 UM41-B

CONSUMERS POWER, INC.  
 6990 SW West Hills Rd.  
 Philomath, Oregon, 97370  
 Phone 541-929-3124

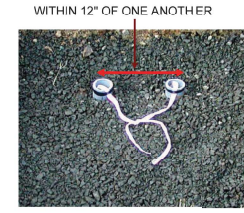


**EXCAVATION DETAILS**

IMAGE OF JUNCTION CABINET/ TRANSFORMER GROUND SLEEVE.



PIPE MUST BE AT LEAST 16" FROM EDGE EXCAVATE A 60" LONG X 60" WIDE X 24" DEEP PIT FOR JUNCTION CABINET AND/OR TRANSFORMER. PROVIDE 6" OF 3/4" MINUS ROCK IN BASE OF PIT, LEAVING 18" ABOVE THE CRUSHED ROCK TO FG.



3" CONDUITS TO BE SWEEPED UP INTO PIT. 3" CONDUITS TO BE SWEEPED UP WITHIN 12" OF EACH OTHER. 3" CONDUIT MUST BE AT LEAST 15" FROM SIDE OF PIT.

FEDERAL HIGHWAY ADMINISTRATION OREGON DIVISION



**DAVID EVANS AND ASSOCIATES INC.**  
 2100 S River Parkway, Suite 100  
 Portland Oregon 97201  
 Phone: 503.223.6663

**REGISTERED PROFESSIONAL ENGINEER**  
 69419PE

**OREGON CAMERON MALCOLM GRILE**  
 JUNE 11, 2008

EXPIRES: 06/30/2027

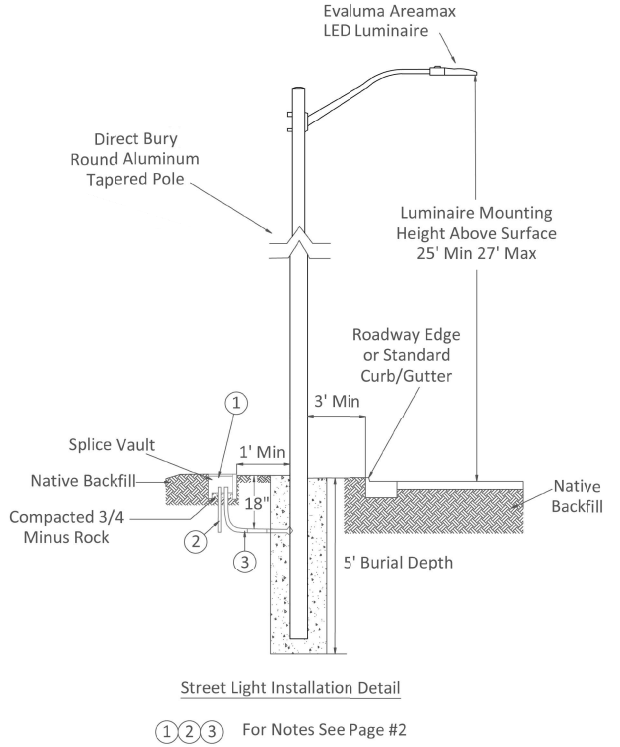
MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
 DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	C047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OGRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	M. BRONSON
DRAWN BY:	R. MACKENZIE

TITLE:  
**ILLUMINATION AND UTILITIES DETAILS**

SHEET:  
 IL4

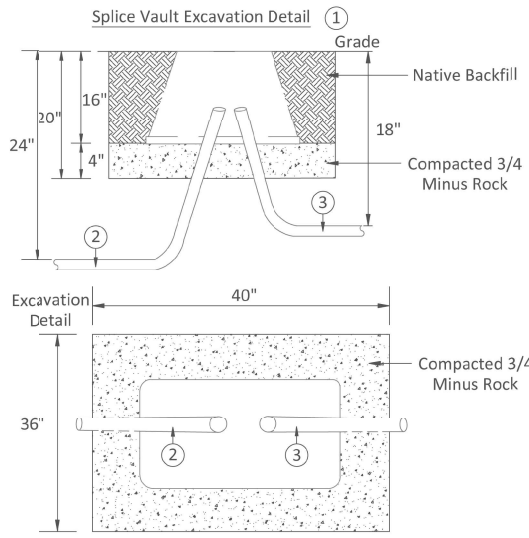
SEE CONSTRUCTION NOTES FOR THIS DRAWING, BOTTOM RIGHT OF SHEET



Street Light - Install Detail - with Splice Vault

DRAWN: KSH 07-07-25

P.O. Box 1180  
6990 West Hills Rd.  
Philomath, Oregon 97307-1180  
Phone: 541-929-3124  
Page 2 of 2

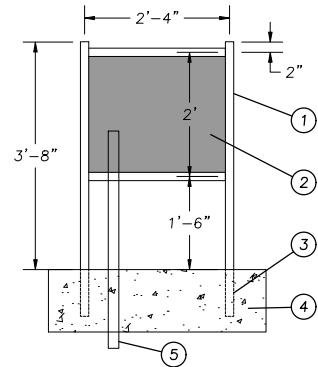


- ① Street Light Splice Vault Excavate 40" L x 35" W x 20" D pit. Sweep Conduits Up into Center of Pit. Last 4" of Backfill to be Compacted 3/4 Minus Rock. Final Depth of Pit to be 16" Below Grade
- ② Provide and Install 2" SCH 40 PVC Conduit with 200 lb Pull String in a 24" Below Grade Trench. Conduit/Trench to Extend from Indicated Power Source (Transformer / Splice Vault)
- ③ Provide and Install 1" SCH 40 PVC Conduit with 200 lb Pull String in a 18" Below Grade Trench.

Street Light - Install Detail - with Splice Vault

DRAWN: KSH 07-07-25

P.O. Box 1180  
6990 West Hills Rd.  
Philomath, Oregon 97307-1180  
Phone: 541-929-3124  
Page 2 of 2



**NOTES**

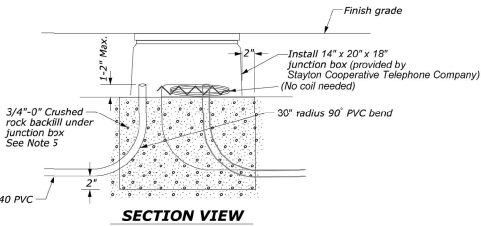
- ① H FRAME, FABRICATE FROM UNISTRUTS, HDG, 1-5/8" X 1-5/8" W/ ROUND HOLES OR APPROVED EQUAL
- ② MOUNTING BACKBOARD STEEL PLATE, HDG, 3/16" THICKNESS 28" W X 24" H
- ③ EMBED STRUTS 9"
- ④ CONCRETE FOUNDATION 24" W X 42" L X 12" D
- ⑤ 2" SCHEDULE 40 PVC COMMUNICATION CONDUIT

STAYTON COOPERATIVE TELEPHONE COMPANY H FRAME SUPPORT DETAIL

**LIGHT POLE FOUNDATION CONSTRUCTION NOTES**

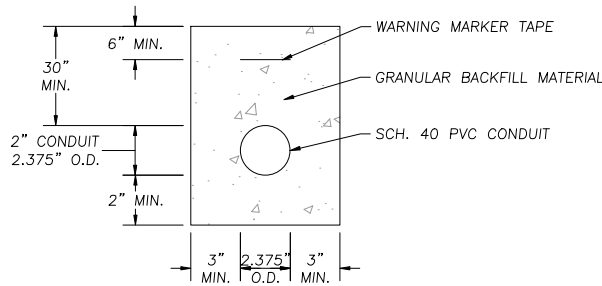
- 3' MIN. DIAMETER EXCAVATION FOR LIGHT POLE FOUNDATION.
- PROVIDE MIN. 6" DEEP, COMPACTED 3/4" MINUS ROCK TO ALLOW FOR 5' LIGHT POLE BURIAL DEPTH.

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14" X 20" X 18" STAYTON COOPERATIVE TELEPHONE COMPANY JUNCTION BOX

Construction Notes:  
Place and compact 3/4"-0" crushed rock under junction boxes in max. 6" layers to depths as shown. Provide a firm unyielding surface. Do not install conductors until surface has been constructed and compacted.



FEDERAL HIGHWAY ADMINISTRATION OREGON DIVISION

DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663

REGISTERED PROFESSIONAL ENGINEER 69419PE

OREGON JUNE 11, 2008 CAMERON MALCOLM GRILE

EXPIRES: 06/30/2027

MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

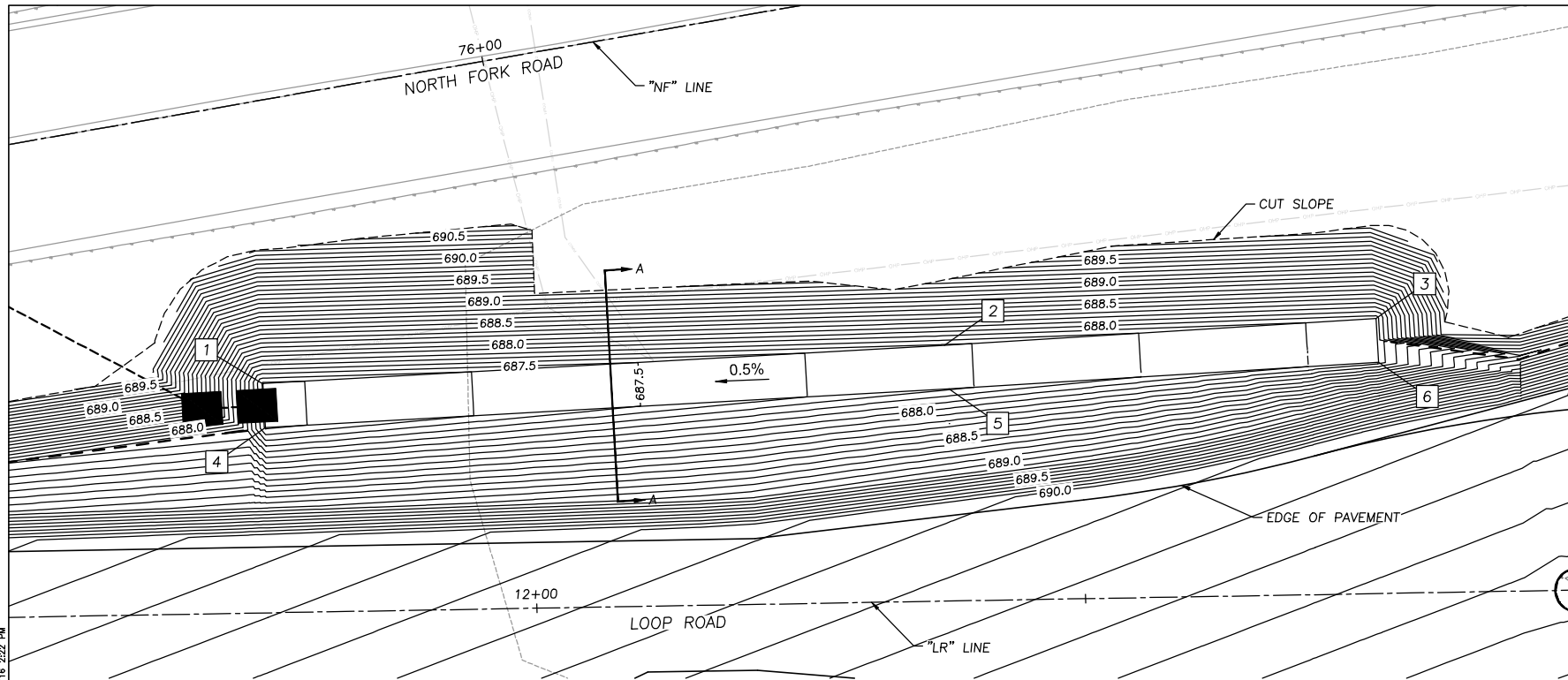
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	CD47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	M. BRONSON
DRAWN BY:	R. MACKENZIE

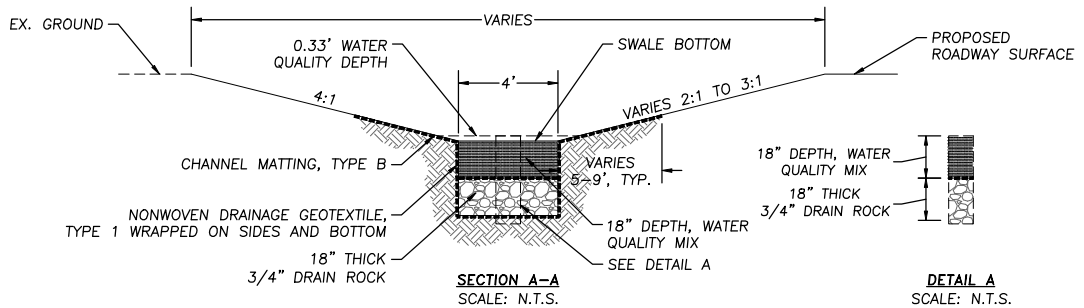
TITLE: ILLUMINATION AND UTILITIES DETAILS

SHEET: IL5

FILE: P:\A\MARION\0000078\040000\SHEETS\WA\MARION0000078-WA-DETL.DWG PLOTTED: 2025/07/18 2:22 PM



GRADING TABLE				
□	ALIGNMENT	STATION	OFFSET	ELEVATION
1	"LR"	11+75.41	20.90' Lt.	687.27'
2	"LR"	12+37.53	23.31' Lt.	687.68'
3	"LR"	12+76.90	25.08' Lt.	687.94'
4	"LR"	11+75.56	16.90' Lt.	687.28'
5	"LR"	12+37.90	19.33' Lt.	687.69'
6	"LR"	12+77.08	21.09' Lt.	687.94'



- NOTES:
1. SEE SHEET LA3 FOR PLANTING PLAN
  2. CONTOURS ARE SHOWN AT 0.1' INTERVAL



1 BIOFILTRATION SWALE GRADING PLAN  
SCALE: 1" = 10'

FEDERAL HIGHWAY ADMINISTRATION  
OREGON DIVISION

DAVID EVANS AND ASSOCIATES INC.  
2100 S River Parkway, Suite 100  
Portland Oregon 97201  
Phone: 503.223.6663

REGISTERED PROFESSIONAL ENGINEER  
101489PE  
DIGITALLY SIGNED 2025.07.18 13:32:04-0700  
OREGON  
JANUARY 10, 2025  
HAO HOANG-KHANH VO

RENEWS: 6-30-2026

MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS







PROJECT NO.:	106033
ECMS NO.:	2028-401
FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVDB8, GEOID18
DESIGNED BY:	H. VO
DRAWN BY:	R. MACKENZIE

TITLE:  
**WATER QUALITY DETAILS**









SHEET:  
W1

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**STRIPING LEGEND**

-  Inst. 4" white line
-  Inst. 4" white dotted line
-  Inst. 12" white stop bar
-  Inst. on-street parking markings (white)
-  Inst. double no-pass
-  Inst. 4" red line

**SIGNING LEGEND**

-  Remove existing sign (N) and (M) sign support
-  Remove and save existing sign (N)
-  Remove and save existing sign (N) and remove (M) sign support
-  Maintain and protect existing sign (N) and support
-  Remove and save existing sign (N) and (M) sign support
-  Reinstall existing sign (N)
-  Reinstall existing sign (N) on new (M) sign support
-  Reinstall existing sign (N) and (M) sign support

N = Sign Number  
M = Material  
Material options are:  
W = Wood  
ST = Square Tube

**GENERAL NOTES:**

1. All longitudinal pavement markings shall be paint.
2. All pavement legends and bars shall be Type AB.
3. Existing signs not shown are to remain in place unless otherwise directed by the Engineer.
4. The locations of sign installations shown are approximate, with exact locations to be determined in the field.

Accompanied by ODOT Std. Dwgs. TM200, TM201, TM670, TM671, TM676, TM681, and TM687



MARION COUNTY  
**NORTH FORK ROAD  
IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

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FED. PROJ. NO.:	CO47(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVDB8, GEOD18
DESIGNED BY:	D. SHUFF
DRAWN BY:	R. MACKENZIE

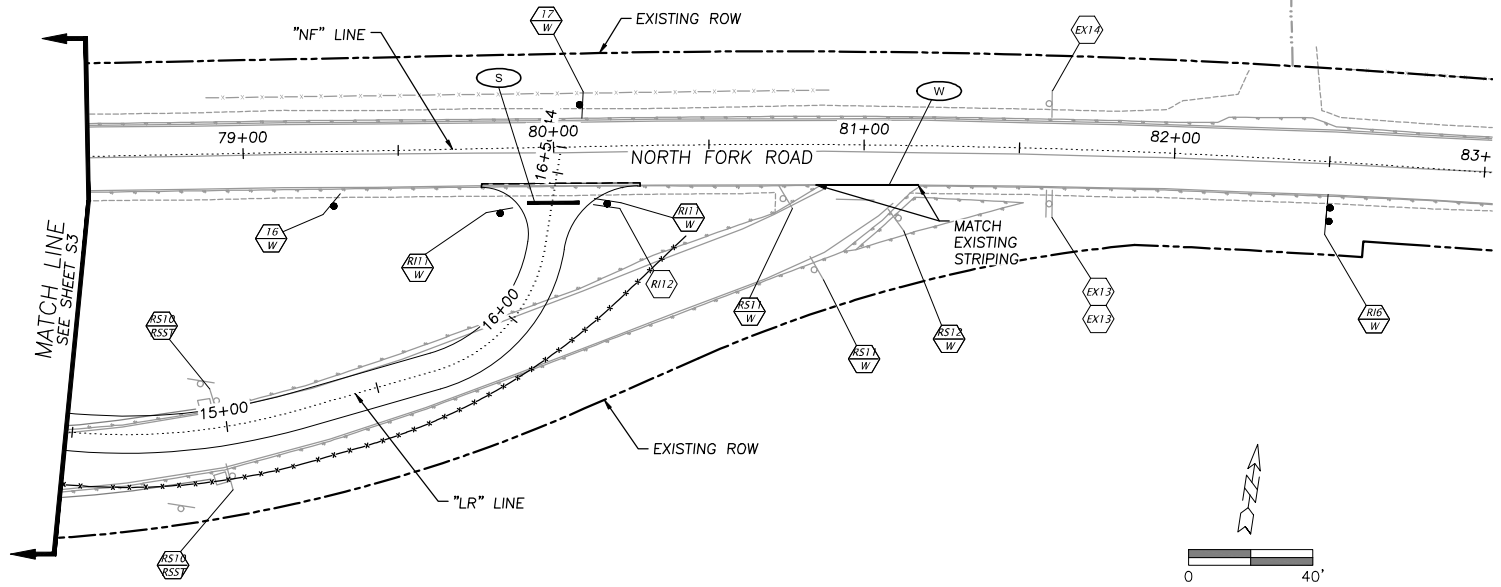
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SIGNING &  
STRIPING

SHEET:  
S1





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MARION COUNTY  
**NORTH FORK ROAD  
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PROJECT NO.:	106033
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FED. PROJ. NO.:	CO47(112)
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SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	D. SHUFF
DRAWN BY:	R. MACKENZIE

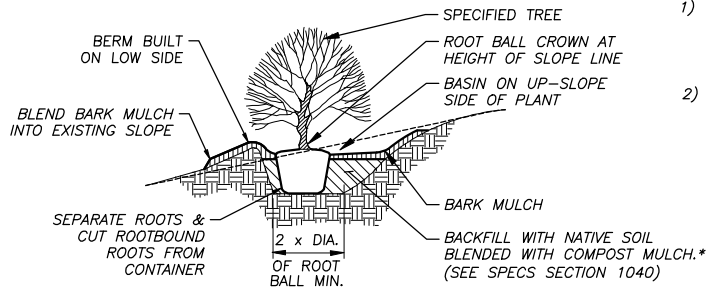
TITLE:  
 SIGNING &  
 STRIPING

SHEET:  
 S4





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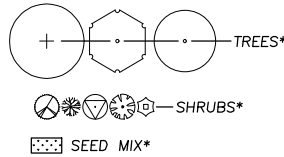


**TREE AND SHRUB INSTALLATION**  
NOT TO SCALE

**NOTE:**

- 1) ON FLAT GROUND, CENTER TREE IN PLANTING PIT AND BUILD A BERM AROUND THE ENTIRE CIRCUMFERENCE OF THE PLANTING PIT (MIN. 2X WIDTH OF CONTAINER).
- 2) \*BACKFILL WITH IMPORTED TOPSOIL BLENDED WITH COMPOST MULCH WITHIN LOOP ROAD PAVEMENT REMOVAL AREA. (SEE GENERAL CONSTRUCTION SHEETS FOR LOCATION)

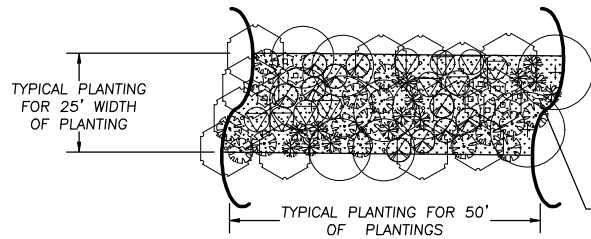
**LEGEND**



\* SEE SHEET, LA AND FOR PLANT COMMUNITY SPECIES

**NOTES:**

1. PLANTING ENLARGEMENT IS REPRESENTATIVE OF PLANTING. TO BE USED AS REFERENCE ONLY.
2. SHRUBS TO BE PLANTED IN SAME-SPECIES CLUSTERS OF 3-5 DISTRIBUTED THROUGHOUT THE PLANTING AREA.
3. TREE LAYOUT IS THE SAME IN THE TREE ONLY COMMUNITY.



PROPOSED QUANTITIES ARE SHOWN ON SHEET LA THIS DETAIL IS TO SHOW THE GENERAL LAYOUT OF TREES AND SHRUBS IN THESE AREAS.

**TREE AND SHRUB COMMUNITY - TYPICAL PLANTING DETAIL 50' LENGTH**  
NOT TO SCALE

**REGISTERED**  
988  
Skyler T. Flood  
Oregon  
08/09/2018  
LANDSCAPE ARCHITECT  
RENEWS: 08/31/2026

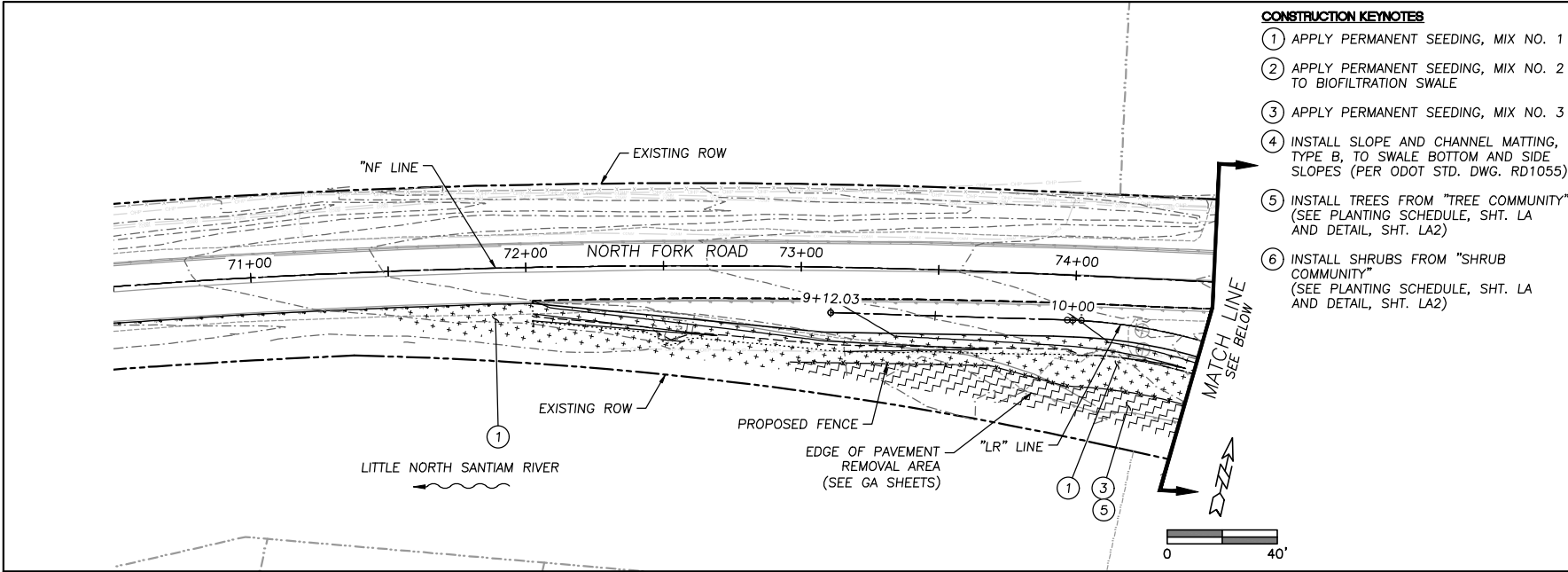
MARION COUNTY  
**NORTH FORK ROAD IMPROVEMENTS PROJECT**  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
ECMS NO.:	2026-401
FED. PROJ. NO.:	C047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	S. FLOOD
DRAWN BY:	K. ROPER

TITLE:  
**LANDSCAPING**

SHEET:  
**LA2**

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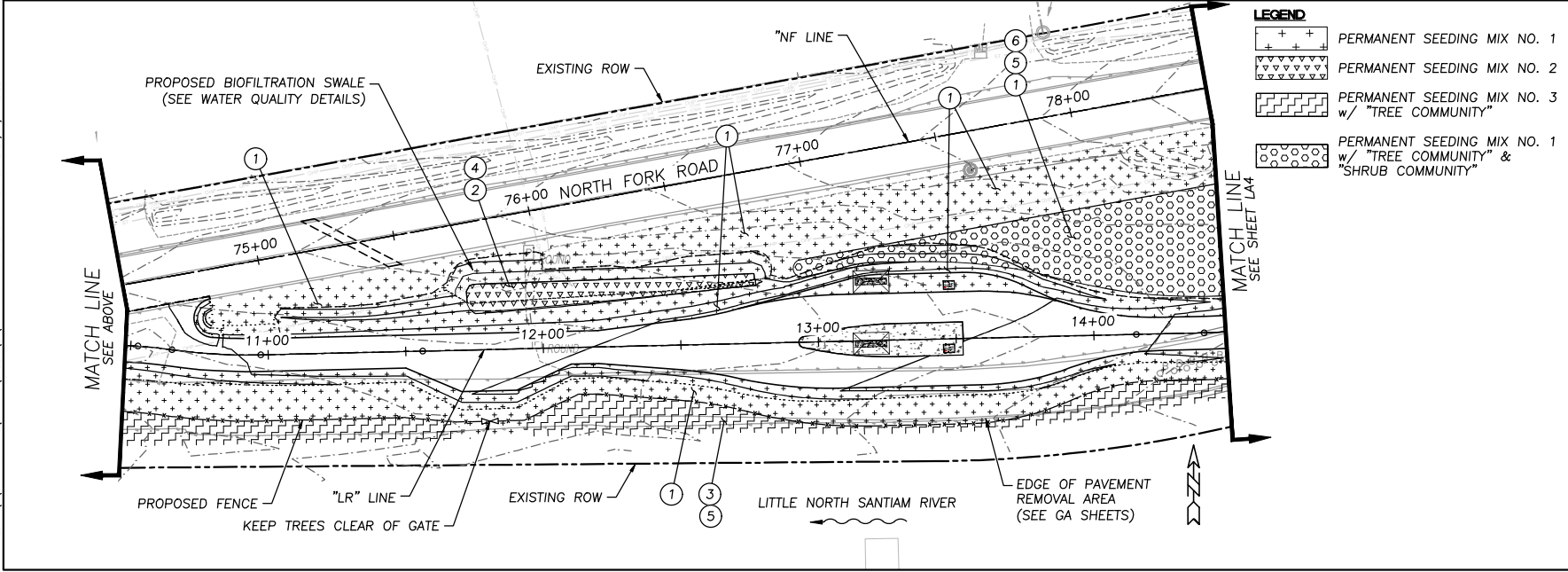
**CONSTRUCTION KEYNOTES**

- ① APPLY PERMANENT SEEDING, MIX NO. 1
- ② APPLY PERMANENT SEEDING, MIX NO. 2 TO BIOFILTRATION SWALE
- ③ APPLY PERMANENT SEEDING, MIX NO. 3
- ④ INSTALL SLOPE AND CHANNEL MATTING, TYPE B, TO SWALE BOTTOM AND SIDE SLOPES (PER ODOT STD. DWG. RD1055)
- ⑤ INSTALL TREES FROM "TREE COMMUNITY" (SEE PLANTING SCHEDULE, SHT. LA AND DETAIL, SHT. LA2)
- ⑥ INSTALL SHRUBS FROM "SHRUB COMMUNITY" (SEE PLANTING SCHEDULE, SHT. LA AND DETAIL, SHT. LA2)



**DAVID EVANS AND ASSOCIATES INC.**  
 2100 S River Parkway, Suite 100  
 Portland Oregon 97201  
 Phone: 503.223.6663

**REGISTERED**  
 988  
 Digitally signed by Skyler T. Flood  
 Date: 2025.07.16 15:04:43-0700  
**SKYLER T. FLOOD**  
 OREGON  
 08/09/2018  
**LANDSCAPE ARCHITECT**  
 RENEWS: 08/31/2026



**LEGEND**

- PERMANENT SEEDING MIX NO. 1
- PERMANENT SEEDING MIX NO. 2
- PERMANENT SEEDING MIX NO. 3 w/ "TREE COMMUNITY"
- PERMANENT SEEDING MIX NO. 1 w/ "TREE COMMUNITY" & "SHRUB COMMUNITY"

MARION COUNTY

**NORTH FORK ROAD IMPROVEMENTS PROJECT**

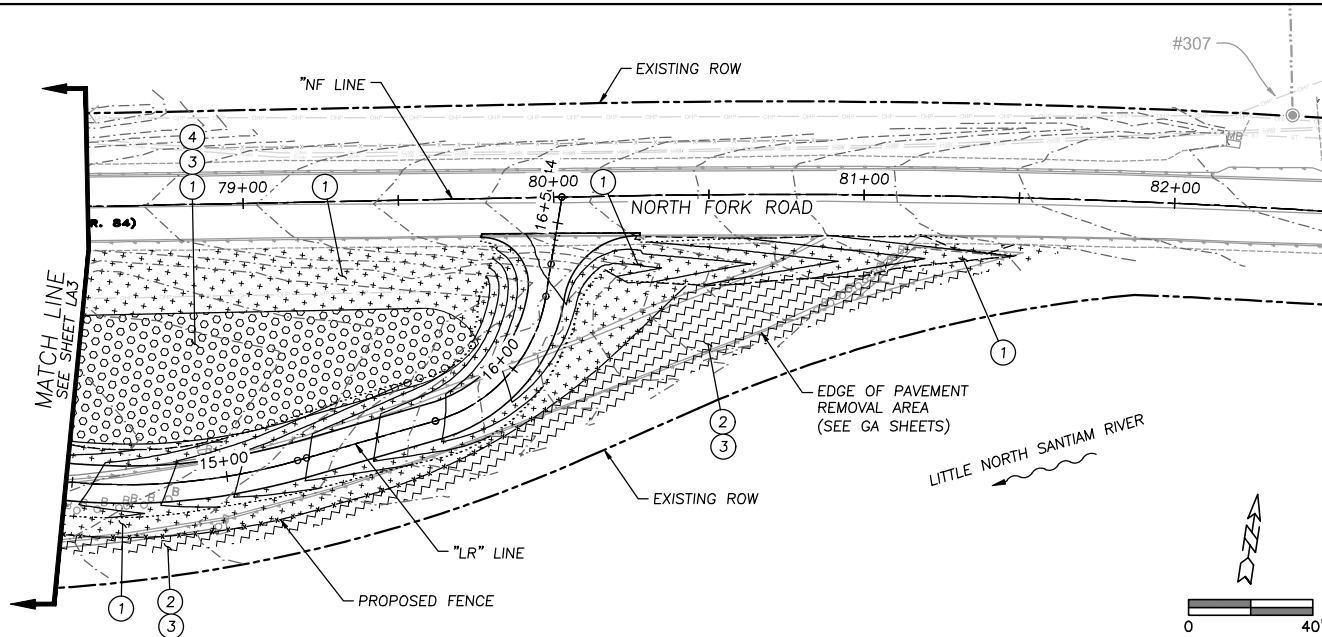
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106033
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FED. PROJ. NO.:	C047(112)
KEY NO.:	23484
SITE NO.:	84-020
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83, GEOID18
DESIGNED BY:	S. FLOOD
DRAWN BY:	K. ROPER

TITLE:  
**LANDSCAPING**

SHEET:  
**LA3**

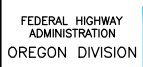


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- CONSTRUCTION KEYNOTES**
- ① APPLY PERMANENT SEEDING, MIX NO. 1
  - ② APPLY PERMANENT SEEDING, MIX NO. 3
  - ③ INSTALL TREES FROM "TREE COMMUNITY" (SEE PLANTING SCHEDULE, SHT. LA AND DETAIL, SHT. LA2)
  - ④ INSTALL SHRUBS FROM "SHRUB COMMUNITY" (SEE PLANTING SCHEDULE, SHT. LA AND DETAIL, SHT. LA2)

**LEGEND**

	PERMANENT SEEDING MIX NO. 1
	PERMANENT SEEDING MIX NO. 2
	PERMANENT SEEDING MIX NO. 3 w/ "TREE COMMUNITY"
	PERMANENT SEEDING MIX NO. 1 w/ "TREE COMMUNITY" & "SHRUB COMMUNITY"

 FEDERAL HIGHWAY ADMINISTRATION OREGON DIVISION	 <b>DAVID EVANS AND ASSOCIATES INC.</b> 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663																		
 <b>REGISTERED</b> 988 Skyler T. Flood OREGON 08/09/2018 LANDSCAPE ARCHITECT RENEWS: 08/31/2026																			
<b>NORTH FORK ROAD IMPROVEMENTS PROJECT</b> MARION COUNTY DEPARTMENT OF PUBLIC WORKS																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PROJECT NO.:</td><td>106033</td></tr> <tr><td>ECMS NO.:</td><td>2026-401</td></tr> <tr><td>FED. PROJ. NO.:</td><td>C047(112)</td></tr> <tr><td>KEY NO.:</td><td>23484</td></tr> <tr><td>SITE NO.:</td><td>84-020</td></tr> <tr><td>HORIZ. DATUM:</td><td>OCRS SALEM</td></tr> <tr><td>VERT. DATUM:</td><td>NAVD88, GEOID18</td></tr> <tr><td>DESIGNED BY:</td><td>S. FLOOD</td></tr> <tr><td>DRAWN BY:</td><td>K. ROPER</td></tr> </table>		PROJECT NO.:	106033	ECMS NO.:	2026-401	FED. PROJ. NO.:	C047(112)	KEY NO.:	23484	SITE NO.:	84-020	HORIZ. DATUM:	OCRS SALEM	VERT. DATUM:	NAVD88, GEOID18	DESIGNED BY:	S. FLOOD	DRAWN BY:	K. ROPER
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VERT. DATUM:	NAVD88, GEOID18																		
DESIGNED BY:	S. FLOOD																		
DRAWN BY:	K. ROPER																		
TITLE: <div style="text-align: center; font-size: 1.2em;">LANDSCAPING</div>																			
SHEET: <div style="text-align: center; font-size: 1.2em;">LA4</div>																			



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 4/1/2026

Department: Public Works

Title: Approval of OWEB Technical Assistance Grant Agreement

Management Update/Work Session Date: 3/10/2026 Audio/Visual aids

Time Required: 5 minutes Contact: Stephanie Pulvers Phone: 503-365-3187

**Requested Action:**  
Approve Agreement PW-7051-26 with the Oregon Watershed Enhancement Board (OWEB) in the amount of \$231,088, consisting of \$142,888 in Technical Assistance (TA) grant funds and \$88,200 in local match, to complete a Streamside Evaluation, a countywide assessment of riparian shade conditions to identify areas for voluntary streamside restoration in compliance with the Willamette Basin Total Maximum Daily Load (TMDL) Implementation Plan.

**Issue, Description & Background:**  
In July of 2025, Environmental Services applied for an OWEB Technical Assistance grant for funding to pursue a strategic, countywide assessment of riparian shade conditions to prioritize areas for voluntary restoration. Marion County is responsible, along with other entities, to address stream temperature impairments under the Willamette Basin Total Maximum Daily Load (TMDL) Implementation Plan. Many local streams currently lack sufficient riparian vegetation to provide adequate shade, resulting in elevated water temperatures that harm aquatic species and degrade habitat and water quality. The goal of this project is to meet regulatory requirements set forth in the Temperature TMDL and improve stream health.

**Financial Impacts:**  
The \$88,200 local match obligation will be satisfied through the use of staff time as in-kind match.

**Impacts to Department & External Agencies:**  
N/A

**List of attachments:**  
Grant agreement PW-7051-26

**Presenter:**  
Stephanie Pulvers, Ryan Wade

**Department Head Signature:**  
Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.03.02 16:26:43 -08'00'

# Contract Review Sheet

Grant Agreement

**PW-7051-26**

Title: **OWEB - Riparian Restoration Grant Agreement**

Contractor's Name: **Oregon Watershed Enhancement Board**

Department: **Public Works Department**

Contact: **Alicia Jones**

Analyst: **Kathleen George**

Phone #: **-4388**

Term - Date From: **Execution**

Expires: **March 31, 2029**

Original Contract Amount: \$ **142,888.00**

Previous Amendments Amount: \$ **-**

Current Amendment: \$ **-**

New Contract Total: \$ **142,888.00**

Amd% **0%**

**Incoming Funds**  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

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

## Description of Services or Grant Award

Advancing Riparian Restoration through Strategic Shade Assessment in Marion County. Project will assess riparian shade conditions and develop a restoration strategy for priority stream reaches across Marion County.

Grant Agreement: 226-3023-24616

Desired BOC Session Date: **4/1/2026**

Contract should be in DocuSign by: **3/11/2026**

Agenda Planning Date: **3/19/2026**

Printed packets due in Finance: **3/17/2026**

Management Update: **3/10/2026**

BOC upload / Board Session email: **3/18/2026**

BOC Session Presenter(s) **Stephanie Pulvers**

Code: **Y**

## REQUIRED APPROVALS

  
**03/16/2026**  
Finance - Contracts Date

  
Alicia Jones (Mar 17, 2026 08:45:14 PDT)  
**03/17/2026**  
Contract Specialist Date

  
**03/16/2026**  
Legal Counsel Date

  
Jan Fritz (Mar 16, 2026 15:52:15 PDT)  
**03/16/2026**  
Chief Administrative Officer Date



**A. Authorization**

This grant is authorized by ORS 541.890 to 541.958, as amended by Oregon Laws 2011, chapter 643, and is subject to Oregon Administrative Rules 695-001-0000 to 695-050-0050, as such rules may periodically be amended by the Board.

**B. Grant Award**

The Grantee agrees to perform the Project described in the grant application (Exhibit G) and as specified in this Agreement. The Board will disburse Grant Funds in accordance with Exhibit A (Schedule for Release of Funds).

The Grantee agrees that funds provided by the Board will be used only for the Project.

“Payee” designated on page one (1) of this Agreement means the person or entity designated by Grantee to administer grant payments under this Agreement.

**C. Term of Agreement**

Unless otherwise specified in Exhibit B, upon signature by all parties, this Agreement is effective on the date that it is fully executed and approved as required by law, and the project period begins on the Award Date and expires on the Project Completion Date specified on page one (1) of this Agreement.

**D. Funding Conditions**

The Board’s obligation to disburse funds to the Grantee under this Agreement is subject to the Board having received, on the date of each disbursement, sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to make each disbursement. Nothing in this Agreement entitles the Grantee to receive payment under this Agreement from any part of Oregon state government other than the Board, and nothing in this Agreement is to be construed as permitting any violation of Article IX, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

As a condition for the disbursement of any Board funds, the Grantee agrees to do the following:

**1. Obtain Necessary Permits and Licenses**

Submit to the Board’s Project Manager, before release of any Board funds for the Project components requiring permits or licenses, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, copies of all permits and licenses from local, state or federal agencies or governing bodies that have been obtained, or written evidence acceptable to the Board that permits and licenses are not needed (see Exhibit D) as required by ORS 541.932(10).

This statute gives OWEB discretion in releasing funds for portions of projects that do not require a permit or license. In considering whether to release funds for portions of on-the-ground restoration activities that do not require permits, licenses, or cultural resources review, OWEB will consider whether the activities provide ecological benefit consistent with the project objectives, and are not dependent on the portion of the project for which a permit, license, or cultural resources survey has yet to be issued. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing, cultural resources, and fund release.

**2. Obtain Signed Landowner Agreements**

(a) The Board will not release any payments under this Agreement until Grantee has submitted to the Board’s Project Manager copies of signed Cooperative/Landowner Agreements for each Project site. Such Cooperative/Landowner Agreements shall at a minimum contain the agreements and certification outlined in Exhibit D.

- (b) For any portion of the Project occurring on public lands, Grantee must submit documentation to the Board's Project Manager from the appropriate agency indicating concurrence prior to beginning work.
- (c) OWEB has discretion in releasing funds for portions of projects that do not require Cooperative/Landowner Agreements. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to Cooperative/Landowner Agreements and fund release.

### **3. Comply With Implementation Conditions**

- (a) Submit to the Board's Project Manager, before release of any Board funds, documentation that non-Board match of at least 5% of the total amount of funding from the Board has been secured as required by OAR 695-005-0060(2), unless otherwise specified in Exhibit B, Conditions of Agreement.
- (b) Provide written notice to the Board's Project Manager of any Grantee address changes, Grantee Project Manager changes or Payee changes.

### **4. Document and Report Project Completion; Board Approval**

- (a) Submit to the Board's Project Manager all receipts, expenditure tracking sheets, and other accounting records through the Project Completion Date, to document expenditure of grant fund installments, and to account for all other funding, in-kind contributions and donations in the Project Completion Report.
- (b) Submit to the Board's Project Manager within 60 days after the Project Completion Date, a Project Completion Report and the final Payment Request that complies with Exhibit C, and includes any special reporting required in Exhibit B. Reports received after 60 days will be marked as "outstanding" until approved by the Board's designee. New grant agreements will not be released if Grantee has any outstanding reports.
- (c) Upon receipt of a Project Completion Report and the final Payment Request, the Board's designee has 90 days to either approve the report and release final funds, or notify Grantee of any concerns or missing information that must be submitted before the report is considered complete. If there are any unresolved issues 90 days after receipt of the Project Completion Report and the final Payment Request, then the grant will be marked "outstanding." New grant agreements will not be released if Grantee has any outstanding reports.

### **E. Records Maintenance and Access**

- 1. Access to Records and Facilities.** The Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee will permit authorized representatives of the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all services delivered as part of the Project.
- 2. Retention of Records.** Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.

3. **Expenditure Records.** Grantee will document the expenditure of all grant moneys disbursed by the Board under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the Board to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.

**F. Amendments; Changes in Project Approved by Board**

1. Except as provided in Section F(3), any modifications of this Agreement must be mutually agreed to in writing by all parties.
2. All amendments, such as award amendments, time extensions and reinstatements may proceed regardless of reporting obligation status.
3. Grantee agrees to complete the Project as approved by the Board unless proposed modifications to the Project are submitted in writing to, and approved in writing by, the Board's Project Manager or, if required by this Agreement, the Board's Program Manager, prior to the beginning of any work proposed in the modification. Modifications to the budget categories shown in Exhibit A may be approved for change upon signature of the Board's Project Manager.

**G. Assignment**

The Grantee will not assign or transfer its interest in this Agreement without prior written approval from the Board.

**H. Public Domain Information**

Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on aquatic or terrestrial conditions. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.311 to 192.478.

**I. Termination of Grant Agreement**

1. This Agreement may be terminated:
  - (a) At any time by mutual written consent of all parties;
  - (b) Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
  - (c) Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
  - (d) At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
2. Within 30 days of termination, Grantee will return to the Board any unspent funds provided by the Board under this Agreement in accordance with Section N, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and expenses incurred before the termination under this Agreement.

**J. Compliance With Applicable Law**

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and

rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, 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 state law.

**K. Grantee Authority**

The individual signing on behalf of the Grantee hereby certifies and swears under penalty of applicable law that s/he is authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws.

**L. Indemnity**

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

**M. Designation of Forum**

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**N. Recovery of Grant Funds**

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or that remain unexpended on the earlier of termination of this Agreement or the Project Completion Date must be returned to the Board not later than 15 days after the Board's written demand.

**O. Counterparts**

This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (pdf) delivered by email, all of which when taken together shall constitute one

agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**P. Insurance**

1. In addition to any insurance specified in Exhibit E, Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring contracts carry the minimum insurance types and amounts described below. The minimum insurance requirements do not apply to contractors not engaged in these types of activities, such as facilitation, data analysis, web design. Contractor insurance requirements do not apply to landowners with whom the Grantee is contracting to perform work on the landowner's property.

<b>Insurance Type</b>	<b>Minimum Amount</b>
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

2. If requested by the Board, Grantee shall provide to the Board Certificate(s) of Insurance for all required insurance. As proof of insurance the Board has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
3. Grantee or the insurer must provide at least 30 days' written notice to the Board before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CERTIFICATION**

**GRANTEE CERTIFIES THAT GRANTEE WILL NOT BEGIN WORK ON PROJECTS INVOLVING PRIVATE LANDS UNTIL GRANTEE HAS SECURED AND SUBMITTED TO OWEB COOPERATIVE LANDOWNER AGREEMENTS (EXHIBIT F) WITH ALL PARTICIPATING PRIVATE LANDOWNERS.**

**AGREED:**

**FOR THE GRANTEE:**

**FOR THE BOARD:**

SEE ATTACHED MARION COUNTY SIGNATURE PAGE

Grantee Signature

\_\_\_\_\_  
OWEB Program Manager

\_\_\_\_\_  
Name

Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SIGNATURE PAGE FOR  
OWEB - RIPARIAN RESTORATION - PW-7051-26  
between  
MARION COUNTY and OREGON WATERSHED ENHANCEMENT BOARD**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair Date

---

Commissioner Date

---

Commissioner Date

Authorized Signature: *Brian Nicholas* 03/16/2026  
Brian Nicholas (Mar 16, 2026 13:07:32 PDT)  
Department Director or designee Date

Authorized Signature: *Jan Fritz* 03/16/2026  
Jan Fritz (Mar 16, 2026 15:52:15 PDT)  
Chief Administrative Officer Date

Reviewed by Signature: *Andrew Wittendorf* 03/16/2026  
Marion County Legal Counsel Date

Reviewed by Signature: *Chalyce McDowell* 03/16/2026  
Marion County Contracts & Procurement Date

**EXHIBIT A**  
**SCHEDULE FOR RELEASE OF FUNDS**

All fund requests shall comply with the Board’s Billing Instructions and Budget Categories Definitions and Policies, (see OWEB’s website <https://www.oregon.gov/OWEB/> “manage your grant” and choose “payments & budgets”) and be submitted using the most current Payment Request form signed by the Grantee, Payee, or other agent authorized by Grantee. Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. The Board will not reimburse the Grantee for any expenditure incurred prior to the award date of the grant agreement except for fees charged by an affected city or county for processing the required Land Use Information Sheet. Payment requests will be processed after approval by the Board’s Project and Fiscal Managers or delegates.

Funds are released upon Board approval of receipts or invoices for amounts \$250 or more (excluding indirect cost grant administration) for purchases or work accomplished along with an expense tracking spreadsheet for all Board expenses.

The Board may agree to release funds in advance on the basis of the Board’s approval of a detailed estimate of expenses. Copies of receipts, invoices or supporting documentation, for amounts \$250 or more (excluding indirect cost grant administration) must be submitted to document Board funds previously advanced for this grant within 120 days of the date of the advance payment. Also, an expense tracking spreadsheet for all Board expenses shall be submitted. Grantee’s failure to clear the advance by providing satisfactory documentation within 120 days may delay new grants and other grant payment requests and amendments.

The grant budget consists of the elements listed below.

Budget Category	Amount
<b>OWEB Funds</b>	
Contracted Services	\$130,134.00
<b>Categories Subtotal</b>	<b>\$130,134.00</b>
Indirect Costs	\$12,754.00
<b>Grant Total</b>	<b>\$142,888.00</b>

Up to the final 10% of the grant ( \$14,289.00 ) will not be released for payment until the Board’s approval of the Project Completion Report including all grant expense documentation. OAR 695-005-0060(8).

If Federally Negotiated Indirect Cost Rate (FNICR) is selected as the indirect cost method, then an approved plan as of grant application due date or later must be on file at OWEB before funds for indirect costs will be released.

Submittal and Board approval of a Project Completion Report and final Payment Request will authorize the Board to retain any remaining unspent funds.

**EXHIBIT B**  
**CONDITIONS OF AGREEMENT**

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**1. Reporting: Progress Report**

Grantee will submit to the Board's Project Manager progress report(s) that may be a brief paragraph, sent by email, using the heading "Progress Report" with the project number. The progress report should describe Project implementation status towards achieving the scope of work described in the Grant Application, detailing actions completed to date and providing an anticipated timeline for remaining Project components. See page one for reporting schedules.

**EXHIBIT C**  
**PROJECT COMPLETION REPORT REQUIREMENTS**

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Oregon Administrative Rule 695-010-0100(1) states that “Grantee must submit a report at completion of the project describing the work done and placing it in its larger watershed context.” Therefore, **Grantee must submit a Project Completion Report within 60 days following project completion** that includes, but is not limited to, (1) through (5) below.

The Project Completion Report must be submitted electronically on OWEB’s Grant Management System (OGMS). Electronic submission requires an OGMS User Identification and password. To request a User Identification and password, call (503) 986-0183.

1. **A final Project summary** that in 200 words or less, describes **what the Project accomplished and what problem(s) it addressed**. The information you provide will be used for accountability and reporting purposes, and displayed for the general public. Please make a clear and concise statement; avoid jargon and acronyms.  
For guidance see: <https://www.oregon.gov/OWEB/> “manage your grant” and choose “reporting requirements”.
2. **A brief, narrative description of the Project including:**
  - (a) Background on the problem that generated the Project;
  - (b) A description of the work done, placing it in its larger watershed context;
  - (c) A description and explanation of any changes to the original proposal;
  - (d) A summary of any outreach activities related to the Project, including identification of any tours or presentations and copies of newspaper or other media coverage about the Project;
  - (e) Lessons learned, if any, from the Project; and
  - (f) Recommendations, if any, for more effective implementation of similar projects.
  - (g) **For Monitoring grants**, attach a technical report that describes the monitoring questions and/or monitoring objectives proposed in the grant application; monitoring protocols used; a description of the sampling design; a map of all monitoring sites; all analyses completed; results of the monitoring, including tables, graphs and photos that visualize results; a description of where the data are stored for future access and/or use; discussion of the results, including a thorough explanation stating if and how monitoring questions/objectives were addressed; and an explanation of how the results will be used to inform future actions.
    - i. If effectiveness monitoring of a project was completed, provide an interpretation of the monitoring results that describes the effects of restoration actions being evaluated.
    - ii. As applicable, submit all water quality and macroinvertebrate data to the Oregon Department of Environmental Quality’s Laboratory and Environmental Assessment Section in an approved format for inclusion in the state’s public database. The Project Completion Report shall include confirmation that your data were successfully transmitted to DEQ. Contact DEQ staff for information and instructions for submitting your data at: <https://www.oregon.gov/deq/wq/Pages/WQ-Monitoring-Resources.aspx>.
    - iii. Submit all habitat, fish and wildlife species survey data contained in the technical report(s) to the ODFW Data Clearinghouse at <https://nrimp.dfw.state.or.us/DataClearinghouse/>. The Project Completion Report shall include the URL as confirmation that your technical report(s) was successfully uploaded to the ODFW Data Clearinghouse website.
3. **See Exhibit B for any additional reporting requirements for the Project Completion Report.**
4. **Attachments:**
  - (a) For CREP Technical Assistance grants, attach the Quarter 8 Progress Report, and a list of landowners provided with technical assistance under the project who did not enroll in the CREP Program, with discussion of the reasons that the landowners declined to participate.
  - (b) For Engagement grants, attach copies of any outreach or informational materials developed as part of this Project.
5. **Final Report Metrics Form:**  
Complete the Final Report Metrics form as provided for Technical Assistance, Monitoring and Engagement grants on the OWEB website at <https://www.oregon.gov/OWEB/> “manage your grant” and

choose "Final Report Metrics Reporting." The information you provide in the Final Report Metrics is used by OWEB for federal and state reporting purposes.

6. An accounting of the expenditures of Board moneys and all other funding in the Project, including a final accounting of all in-kind contributions, donations and the required non-Board match funds, using the online Match Form in OGMS.

**EXHIBIT D**

**REQUIRED EVIDENCE OF PERMITS, LICENSES AND OTHER AGREEMENTS**

ORS 541.932(10) states that “the Board may not disburse funds to the applicant for any part of the project that requires the applicant to obtain a permit or license from a local, state or federal agency or governing body until the applicant presents evidence that the agency has granted the permit or license.” OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing and fund release.

If applicable to this grant, the Grantee must provide before the release of any Board funds copies of applicable permits, licenses, and other agreements that have been obtained to provide sufficient evidence that this requirement has been met or written evidence acceptable to the Board that permits and licenses are not required.

By its signature on this Agreement, the Grantee certifies to OWEB that the following is a complete and accurate list of the Project components requiring permits or licenses and the associated required permits or licenses.

**Check one of the two boxes below:**

Permits are not required for this Project.

The following permits, licenses, and General Authorizations are required for this Project:


**Cooperative/Landowner Agreement(s).** OAR 695-005-0060(3) states that “prior to disbursement of Board funds for projects involving a private property, OWEB must receive a cooperative agreement from the landowner \* \* \*.” See signature page of this Agreement for Grantee certification regarding landowner agreements, and also Exhibit B.

**Check all that apply:**

The work related to this Project will not require site access. Therefore, Cooperative/Landowner Agreement(s) are not required.

Some/All work related to this Project will occur on *public* lands. Therefore, Cooperative/Landowner Agreement(s) are not required; however, **documentation must be provided to the Board’s Project Manager from the appropriate agency indicating concurrence prior to beginning work.**

Some/All work related to this Project will occur on private lands. All Cooperative/Landowner Agreements for Projects shall include, but not be limited to:

- Landowner’s certification that the landowner owns the land where the work will be carried out;
- Landowner’s agreement to allow Grantee to carry out the work, or a portion of the work on the landowner’s property;
- Landowner’s agreement to allow maintenance of the work over a time period consistent with the grant application;
- Landowner’s agreement to allow the OWEB Board and its representatives access to the site where the work is being carried out for inspection and evaluation; and

- Landowner's acknowledgment that he/she is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

**EXHIBIT E  
INSURANCE REQUIREMENTS**

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**Section P of this Agreement specifies the base insurance requirements.** The Board considers some projects and project activities to have an increased risk to the organization, organization’s employees, volunteers, and the community and may require additional insurance. If required for the Project under this Agreement, the additional insurances types required, the amount, and who will carry the insurance are set forth below.

- The work related to this Project **will not** require additional insurance beyond base Agreement requirements.
- The work related to this Project **will** require additional insurance beyond base Agreement requirements.

If Grantee is completing the technical work, they shall carry the insurance types and amounts described below and will continue this coverage through Project completion. If Grantee is contracting out the technical work, they will only be required to meet the minimum OWEB insurance requirements of **Section P** of this Agreement. Additionally, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring activities carry the minimum insurance types and amounts described below.

Insurance Type	Coverage Amount	Organization carrying insurance

**EXHIBIT F**  
**OREGON PREVAILING WAGE RATE LAW**

- 
1. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, "PWR"). If applicable, Grantee shall:
    - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR rates and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board; and
    - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
  2. Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
  3. Pursuant to ORS 279C.817, Grantee may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

Information regarding prevailing wage rate law can be found on the Oregon BOLI website.

**EXHIBIT G**

**OWEB GRANT APPLICATION (In OWEB  
files, and incorporated herein by  
reference)**











# PW-7051-26\_ASP\_BOC 040126\_OWEB Grant Agreement

Final Audit Report

2026-03-17


Created:	2026-03-16
By:	Chalyce MacDonald (CMacDonald@co.marion.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbTw1XCmrtZu7Fo9cAr6CbJVKeMMaUG5M


## "PW-7051-26\_ASP\_BOC 040126\_OWEB Grant Agreement" History


-  Document created by Chalyce MacDonald (CMacDonald@co.marion.or.us)  
2026-03-16 - 7:42:18 PM GMT
-  Document emailed to Chalyce MacDonald (CMacDonald@co.marion.or.us) for signature  
2026-03-16 - 7:48:00 PM GMT
-  Document e-signed by Chalyce MacDonald (CMacDonald@co.marion.or.us)  
Signature Date: 2026-03-16 - 7:48:15 PM GMT - Time Source: server
-  Document emailed to bnicholas@co.marion.or.us for signature  
2026-03-16 - 7:48:20 PM GMT
-  Email viewed by bnicholas@co.marion.or.us  
2026-03-16 - 8:06:22 PM GMT
-  Signer bnicholas@co.marion.or.us entered name at signing as Brian Nicholas  
2026-03-16 - 8:07:30 PM GMT
-  Document e-signed by Brian Nicholas (bnicholas@co.marion.or.us)  
Signature Date: 2026-03-16 - 8:07:32 PM GMT - Time Source: server
-  Document emailed to Andrew Mittendorf (amittendorf@co.marion.or.us) for signature  
2026-03-16 - 8:07:35 PM GMT
-  Email viewed by Andrew Mittendorf (amittendorf@co.marion.or.us)  
2026-03-16 - 8:26:08 PM GMT
-  Document e-signed by Andrew Mittendorf (amittendorf@co.marion.or.us)  
Signature Date: 2026-03-16 - 8:59:42 PM GMT - Time Source: server





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**Acrobat Sign**


 Document emailed to [jfritz@co.marion.or.us](mailto:jfritz@co.marion.or.us) for signature  
2026-03-16 - 8:59:45 PM GMT


 Email viewed by [jfritz@co.marion.or.us](mailto:jfritz@co.marion.or.us)  
2026-03-16 - 10:51:56 PM GMT

 Signer [jfritz@co.marion.or.us](mailto:jfritz@co.marion.or.us) entered name at signing as Jan Fritz  
2026-03-16 - 10:52:13 PM GMT


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