MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, August 20, 2025
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PRESENTATION

1. The Wall That Heals traveling replica of the Vietnam Veterans Memorial. –Alvin Klausen; Billy Whisenant, Vietnam War Combat Veteran; and Brent DeMoe, Director, Polk County Family and Community Outreach.

CONSENT

BOARD OF COMMISSIONERS
Board Appointments – Parks Commission

2. Approve an order to appoint Chester Wayne Rawlins to the Marion County Parks Commission with a term date ending June 30, 2029.

HEALTH AND HUMAN SERVICES

3. Approve Amendment #7 to the Contract for Procurement, Licensing, and Maintenance of an Electronic Health Records Management System with EnSoftek, Inc., to add $3,020,087.80 for a new not-to-exceed agreement total of $8,260,000; amend the statement of work; and extend the term date to August 31, 2030, for the Electronic Health Records (EHR) Management System.

PUBLIC WORKS

4. Approve Amendment #1 to the Construction Contract with HP Civil, Inc., to add $229,537 for a new contract total of $771,832.55 of which an estimated $183,629.60 will utilize federal funding and an estimated $45,907.40 will utilize county funding to provide modifications to the steering winch system for the Marion County Ferry Boat Program through June 30, 2026.

ACTION

COMMUNITY SERVICES

5. Consider approval of the Subrecipient Agreement with Catholic Community Services, Willamette Valley to provide Community Development Block Grant (CDBG) funding in the not-to-exceed amount of $225,000 to assist with expenses for the Seymour Center Commercial Kitchen Renovation project retroactive to July 1, 2025, through June 30, 2028. –Steve Dickey

6. Consider approval of the Subrecipient Agreement with Liberty House to provide Community Development Block Grant (CDBG) funding in the not-to-exceed amount of $113,016 to assist with lease expenses and support staff to expand services for families in northern Marion County retroactive to July 1, 2025, through June 30, 2028. –Steve Dickey

7. Consider approval of the Subrecipient Agreement with Marion-Polk Food Share to provide Community Development Block Grant (CDBG) funding in the not-to-exceed amount of $300,000 to assist with the purchase of a new facility for a food bank expansion retroactive to July 1, 2025, through June 30, 2028. –Steve Dickey

HEALTH AND HUMAN SERVICES

8. Consider approval of Amendment #15 which reinstates an incoming funds Intergovernmental Agreement (IGA) with the Oregon Health Authority (OHA); adds $6,807,888.60 for a new IGA total of $31,454,558.99; and extends the term date to December 31, 2025, for the financing of community mental health services, addiction treatment, recovery and prevention programs, and problem gambling services. –Ryan Matthews

PUBLIC WORKS

9. Consider approval of Amendment #9 to the Standard Professional Services Contract with Keller Associates, Inc. to add American Rescue Plan Act (ARPA) funding in the amount of $3,955,145 for a new not-to-exceed contract total of $14,103,357 for additional construction phase services and an adjustment to the scope of services for the North Santiam Canyon Sewer Project through December 31, 2026. –Brian Nicholas

9.5. Consider approval of the Construction Contract with North Santiam Paving Co. in the amount of $664,310 to provide construction services for the North Fork Road Slide Repair at Milepost 3.0 project through October 15, 2026. –Ryan Crowther
(Revised 8/20/2025: Motion made and approved to add this item to the agenda.)

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

PUBLIC WORKS

A. Public hearing to consider Comprehensive Plan Amendment/Zone Change/Partition (CP/ZC/P) Case #19-005/Lois Pfennig, Trustee of the Henry O. and Lois M. Pfennig Trust. –Austin Barnes

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

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

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Board of Commissioners

Title: Vietnam Wall that Heals

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

Time Required: 15 min **Contact:** Alvin Klausen **Phone:** 5035883563

Requested Action:
To present information on the upcoming visit from the Wall That Heals, a traveling replica of the Vietnam Veterans Memorial.

Issue, Description & Background:
The Wall That Heals, a traveling three-quarter scale replica of the Vietnam Veterans Memorial in Washington, D.C., will be on display at the Sports Park in Independence, Oregon, from September 18–21, 2025. This free, 24/7 event provides an opportunity for the public to honor the service and sacrifice of Vietnam veterans, explore an on-site Education Center, and participate in guided tours. The display will be preceded by a motorcycle and law enforcement escort on September 16, beginning at the Oregon National Guard in Salem and traveling through downtown Salem, Dallas, and Monmouth before arriving in Independence. In 2023, The Wall That Heals traveled nearly 18,000 miles to 32 communities nationwide, drawing more than 222,000 visitors and conducting over 21,000 guided tours.

Financial Impacts:
None

Impacts to Department & External Agencies:
None

List of attachments:
None

Presenter:
Billy Whisenant, Vietnam War Combat Veteran
Brent DeMoe, Director Polk County Family & Community Outreach Dept.

Department Head Signature:


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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Public Works

Title: Appoint Chester Wayne Rawlins to the Marion County Parks Commission

Management Update/Work Session Date: 6/17/2025 **Audio/Visual aids** ☐

Time Required: 0 minutes **Contact:** Kevin Thompson **Phone:** 503-566-4158

Requested Action:
Appoint Chester Wayne Rawlins to the Marion County Parks Commission, as recommended by the Parks Commission.

Issue, Description & Background:
The Marion County Board of Commissioners formed the MC Parks Commission by order on September 16, 1958, to offer public input on parks issues. Due to challenges maintaining quorum on this advisory committee, the Parks Commission recommends Chester Wayne Rawlins be appointed for another four-year term, effective August 20, 2025 and ending June 30, 2029.

Financial Impacts:
None.

Impacts to Department & External Agencies:
The proposed order will allow the Parks Commission to function as well as possible during this time of recruitment and reduced membership.

List of attachments:
(1) Board Order, (2) Application, (3) Parks Commission Roster

Presenter:
Kevin Thompson

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2025.08.06 06:01:51 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointment of)
Chester Wayne Rawlins to the)
Marion County Parks Commission)

ORDER NO: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, August 20, 2025 to appoint Chester Wayne Rawlins to the Marion County Parks Commission.

WHEREAS, the Board of Commissioners has established the Parks Commission; and

WHEREAS, the Board may consider the concerns of interested citizens and representatives of affected communities, agencies, and organizations in the planning, coordination, and implementation of the County's park system; and

WHEREAS, after due consideration, the Board of Commissioners desires to appoint Chester Wayne Rawlins to the Marion County Parks Commission; now, therefore,

IT IS HEREBY ORDERED that the Board of Commissioners appoint Chester Wayne Rawlins to the Marion County Parks Commission.

This appointment shall be for a term of four years, effective August 20, 2025, ending June 30, 2029. The appointed member is to serve at the pleasure of the Board of Commissioners.

DATED this 20th day of August, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Advisory Board Application

Applicant's Name: **Chester Wayne Rawlins**
Adv. Board: **Parks Commission**
City of Residence: **Salem**
Occupation: **Retired**
Application Rcd: **June 20, 2025**

The reason I am applying:

I am currently serving on the Marion County Parks Commission as a board member. The membership of the commission has recently decreased and I'd like to continue to serve to ensure a quorum and to provide positive help and recommendations to the county staff and the Marion County Board of Commissioners which will lead to better recreational and maintenance services for the county parks and its users.

More about my personal and professional interests:

A good part of my career was with Fish & Wildlife and State Parks and I'd like to continue to lend whatever expertise I have towards the growth and benefit of the county parks and their users.

Tell us more about your community involvement:

I have worked with many cities, counties, and communities across Oregon and with their citizens to provide funding opportunities for acquisitions and improvements to parks and recreational areas by meeting with local/county/state/federal officials and with community members helping them in their pursuit of the various grant programs.

Previous board service at Marion County:

No. Although it is a consideration.

Qualifications and Skills:

Knowledge of grant programs for parks and recreation. Knowledge of maintenance issues and staffing requirements.

More about yourself and why you are applying:

I have a great and supportive family with a marriage of 59 years and adult children. I am disabled from Agent Orange from the Viet Nam war, yet I lead an active life with my cutting horses. I'm not in the mood to waste away and want to continue being active and sharing my expertise and experiences in an effort to improve other's enjoyment of the outdoors.

Signature

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

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

☑ I Agree *

Marion County Parks Commission Members

July 2025

Name	Term Expires	City of Residence
Alton Hoover, Vice-Chair	6-30-2027	Salem
Steve Staten	9-15-2025	Salem
Herschel Sangster, Chair	3-16-2026	Keizer
Tabitha Henricksen	12-31-2027	Salem
Bryan Hall	12-31-2028	Mt. Angel
VACANT		
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VACANT		
VACANT		
VACANT		

Marion County Public Works Parks Staff

Staff	Phone	Email
Russ Dilley	(503) 365-3120	rdilley@co.marion.or.us
Kevin Thompson	(503) 566-4158	kthompson@co.marion.or.us
Dennis Mansfield	(503) 365-3111	dmansfield@co.marion.or.us
Whitney Ned	(503) 566-4153	wned@co.marion.or.us

Docusign Envelope ID: 8E447050-75C1-409C-B46C-A089F4285F4B

Contract Review Sheet

Information Technology Agreement **IT-3389-20 - Am7**

Title: **Electronic Health Records Management System Software as a Service**

Contractor's Name: **EnSoftek, Inc.**

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

Analyst: **Chalyce MacDonald** Phone #: **(503) 584-4898**

Term - Date From: **September 2, 2020** Expires: **August 31, 2030**

Original Contract Amount: **$ 3,778,160.00** Previous Amendments Amount: **$ 1,461,752.20**

Current Amendment: **$ 3,020,087.80** New Contract Total: **$ 8,260,000.00** Amd% **119%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **HE531-19**

Description of Services or Grant Award

Procurement, License and Maintenance contract for EHR system.
Am 1 adds $99,999 for telehealth services.
Am 2 adds funds $569,280.70; adds approved change requests Exhibit F; extends project completion to June 6, 2022.
Am 3 adjusts zoom telehealth licenses from 380 to 322; removes funds $10,836.00.
Am 4 adds funds $673,308.50 to implement 42 additional change requests; changes implementation extension cost to a base monthly fee.
Am 5 adds funds $100,000.00 for Dedicated Reporting Database Server and to cover Year 5 fee shortfall.
Am 6 adds funds $30,000 for creation of Tobacco Cessation Module.

Am 7 RESTATEMENT OF CONTRACT adds funds $3,020,087.00 for a new NTE of $8,260,000.00. Estimated $494,073.51 for 2025-2026 with a 3% increase Year over Year. Extends the term to August 31, 2030, amends the Statement of Work to remove completed implementation steps. Adds ongoing license and support maintenance.

Desired BOC Session Date:	**8/20/2025**	Contract should be in DocuSign by:	**7/23/2025**
Agenda Planning Date	**7/31/2025**	Printed packets due in Finance:	**7/29/2025**
Management Update	**7/29/2025**	BOC upload / Board Session email:	**7/30/2025**

BOC Session Presenter(s) **Rhett Martin & Tryna Luton** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: E4592AF8CAA542C...	7/22/2025	DocuSigned by: Lyndsie Schwarz B84A939FCD02459...	7/24/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by: Scott Norris 60C98A6F708240B...	7/22/2025	DocuSigned by: Jan Fritz DC16351248DE4EC...	7/23/2025
Legal Counsel	Date	Chief Administrative Officer	Date

Docusign Envelope ID: D3A629FF-D3D5-4C05-8DA6-7537E0059F99

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Public Works

Title: Ferry Boat Phase 3A, Contract PW-5222-23 with HP Civil, Inc., Amendment 1

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

Time Required: 5 minutes **Contact:** Steven Preszler **Phone:** 503-365-3157

Requested Action: Approve Amendment No. 1 to Construction Contract PW-5222-23 with HP Civil, Inc., to provide modifications to the steering winch system., increasing the total contract price by $229,537.00, from $542,295.55 to $771,832.55.

Issue, Description & Background: The Phase 3A construction project was awarded to the low bidder, HP Civil, Inc., in January 2023. Construction included installing a new steering winch and two full wrap-around catwalks on both towers. During construction, it was determined that the replacement steering winch and cabling specified in the contract would not provide the necessary steering responsiveness during higher flow conditions. The County then hired a mechanical engineer to design modifications to the system to achieve the required functionality. Their design calls for a dual winch system with a revised cable and pulley configuration, along with minor modifications to the machinery enclosure to accommodate the new equipment. This amendment replaces the originally specified winch replacement with the revised dual winch system.

Financial Impacts: This amendment increases the contract from $542,295.55 to $771,832.55 ($229,537.00). Federal Funds will cover $183,629.60 (80%) of this cost with County Road Fund covering the remaining $45,907.40 (20%). Public Works has budgeted the necessary funds.

Impacts to Department & External Agencies: Entering into this agreement does not directly impact any other Marion County departments. The contract will benefit the public at large by improving the functionality and reliability of the Wheatland Ferry.

List of attachments: Contract PW-5222-23, Amendment 1

Presenter: Ryan Crowther

Department Head Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443...

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

Contract Review Sheet

Public Improvement Agreements **PW-5222-23 - Am1**

Title: **Construction of Marion County Ferry Boat Program (Phase 3A) Bridges, Structures, Electrical**

Contractor's Name: **HP Civil, Inc.**

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

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

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

Original Contract Amount: **$ 474,555.55** Previous Change Order Amount: **$ 67,740.00**

Current Amendment: **$ 229,537.00** New Contract Total: **$ 771,832.55** Amd% **63%**

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

Source Selection Method: **20-0255 Invitation to Bid** ITB# **PW1180-22**

Description of Services or Grant Award

Construction Contract between Marion County and HP Civil Inc. for the Construction of the Marion County Ferry Boat Program (Phase 3A) in the amount of $474,555.55. Marion County received Federal Ferry Boat Program funds for operational improvements to the Wheatland ferry. The Phase 3A construction project includes new steering winches and two full wrap around catwalks at both towers.

The total construction budget, including contract administration, ODOT oversight and contingencies is $624,639.55. Federal Funds will cover 80% of the cost with County Road Fund covering the remaining 20%. Public Works has budgeted the necessary funds.

Amendment 1 - incorporates change orders 2023-451-01 through 2023-451-05 and increases the Not-to-Exceed by $229,537.00 to $771,832.55.

Desired BOC Session Date: **8/20/2025** Contract should be in DocuSign by: **7/30/2025**

Agenda Planning Date **8/7/2025** Printed packets due in Finance: **8/5/2025**

Management Update **8/5/2025** BOC upload / Board Session email: **8/6/2025**

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

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704E4... 8/4/2025
Finance - Contracts Date

Signed by: Alicia Jones DA7EBDCC1E7B47D... 8/5/2025
Contract Specialist Date

Signed by: Scott Norris 60C98A6F708240B... 8/4/2025
Legal Counsel Date

DocuSigned by: Jan Fritz DC16351248DE4EC... 8/4/2025
Chief Administrative Officer Date

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

Marion County
OREGON

AMENDMENT 1 to
the CONSTRUCTION CONTRACT PW-5222-23
between
MARION COUNTY and HP CIVIL, INC.

This is Amendment No. 1 to the Construction Contract (as amended from time to time, the "Contract"), dated February 02, 2023, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and HP Civil, Inc., hereafter called Contractor.

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

1. Change orders 2023-451-01 through 2023-451-05 attached to this amendment are hereby incorporated.

2. Page 1, Paragraph 2 of the Construction Contract:

   "Contractor, in consideration of the sum of ~~$542,295.55~~ $771,832.55 to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

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

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

Authorized Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443... 8/4/2025

Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 8/4/2025

Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... 8/4/2025

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: A3538E7AEC704F4... 8/4/2025

Marion County Contracts & Procurement Date

HP CIVIL, INC. SIGNATURE

Authorized Signature: _____

Date

Title: _____

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

- E

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

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

CONTRACT NAME: Marion County Ferry Boat Program (Phase 3A)
CONTRACT NO: 2023-451
CHANGE ORDER NO: 2023-451-01
PW-5222-23

CONTRACTOR NAME: HP CIVIL INC
ADDRESS: 8795 Aumsville Hwy SE
SALEM, OR 97317

Reason for Change Order:

The purpose of this change order is to add additional structural steel costs for fabrication changes to the lower catwalks, add davit arms and relocate the catwalk ladders. Contract time is being extended to December 31, 2023 to account for this extra work.

While hoisting the lower Yamhill tower platform into place, a conflict with the tower anchor plates was discovered requiring framing layout changes to both lower platforms as shown in Revision 2 to Sheet J-4 included with this CCO. Also shown on this revised sheet are framing layout changes made at the request of County Operations staff. These changes are being made for maintenance convenience and worker safety. Operations staff have also requested the addition of a davit arm for hoisting tools and materials during maintenance activities. In consideration of the best location of the davit arm, the ladders between platforms are being moved. The davit arm and ladder relocation are as shown in the attached exhibit. This change order adds structural steel at an agreed upon price for this work and extends contract time to December 31, 2023.

Contract Document Revisions (Plans/Specs):

Add additional compensation to item 560.100, Structural Steel, 1 Lump Sum at an agreed upon price.

Extend contract time to December 31, 2023.

PROJECT NUMBER	PAY ITEM #	ITEM DESCRIPTION	EST. QUAN.	UNIT	AGREED PRICE/UNIT	AMOUNT	REASON CODE
1	180.040	CONTRACT TIME CHANGE	0	AA	$0.00	$0.00	23
1	560.100	STRUCTURAL STEEL	1	LS	$96,500.00	$96,500.00	23

Estimated Net Cost Effect of the Agreement on the Contract: Increase $96,500.00

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

This shall be payment in full for all labor, equipment and material used to complete the work as specified. This agreement extends Contract Time to December 31, 2023.

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

- E

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

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

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

Contractor: Larry Gescher Digitally signed by Larry Gescher DN: C=US, E=larryg@hpcivil.com, O=HP Civil Inc., CN=Larry Gescher Date: 2023.09.12 16:18:19-07'00' Date: 09/12/2023

Signature

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

For Office Use Only

Marion County Project Manager Initials: SLP

Marion County Capital Projects Manager Signature: Tyler Hall Date: 9/7/23

Marion County Engineer Approval Signature: Lan Radtke Date: 9/12/23

POSTED IN ECMS: 20230912 dt

Reason Code	Reason Code Description
23	Error in Plans, Specifications, and Design

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

- E

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

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

CONTRACT NAME: Marion County Ferry Boat Program (Phase 3A)
CONTRACT NO: 2023-451

PW-5222-23
CHANGE ORDER NO: 2023-451-02

CONTRACTOR NAME: HP CIVIL INC
ADDRESS: 8795 Aumsville Hwy SE
SALEM, OR 97317

Reason for Change Order:

The purpose of this change order is to add compensation for additional traffic control and mobilization resulting from delays to the contract beyond the contractor's control. This change order also extends contract time to June 30, 2024 to complete the work.

Revisions to the tower platforms resulted in prolonging the rental time for the portable message signs and an additional setup for traffic control. The contractor has incurred other costs due to bond extension and providing a portable toilet to the site for a longer period. This change order adds additional compensation to the items Mobilization, Temporary Protection and Direction of Traffic, and Portable Changeable Message Signs to compensate for costs associated with this extension.

The County has retained a mechanical engineer to provide recommendations for modifying the existing steering winch system. Once the needed revisions have been determined, additional time will be necessary to procure and install equipment not specified in the contract. This change order extends contract time to June 30, 2024 to account for this delay to the work. Additional time will be granted if this process takes longer than anticipated for items beyond the contractor's control.

Contract Document Revisions (Plans/Specs):

Add additional compensation to item 210.100, Mobilization, 1 Lump Sum at an agreed upon price.
Add additional compensation to item 225.050, Temporary Protection and Direction of Traffic, 1 Lump Sum at an agreed upon price.
Add additional compensation to item 225.450, Portable Changeable Message Signs, 2 Each at an agreed upon price.

PROJECT NUMBER	PAY ITEM #	ITEM DESCRIPTION	EST. QUAN.	UNIT	AGREED PRICE/UNIT	AMOUNT	REASON CODE
1	180.040	CONTRACT TIME CHANGE	0	AA	$0.00	$0.00	23
1	210.100	MOBILIZATION	1	LS	$1,690.00	$1,690.00	23
1	225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1	LS	$835.00	$835.00	23
1	225.450	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EA	$1,000.00	$2,000.00	23

Estimated Net Cost Effect of the Agreement on the Contract: Increase $4,525.00

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

This shall be payment in full for all labor, equipment and material used to complete the work as specified. This agreement extends Contract Time to June 30, 2024.

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

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CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

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

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

Contractor: Larry Gescher Digitally signed by Larry Gescher DN: C=US, E=larryg@hpcivil.com, O=HP Civil Inc., CN=Larry Gescher Date: 2024.03.05 07:03:37-08'00' Date: 3/05/2024

Signature

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

For Office Use Only

Marion County Project Manager SLP Initials

Marion County Capital Projects Manager Signature Date: 2/26/24

Marion County Engineer Law Radtke Approval Signature Date: 2/26/24

POSTED IN ECMS: 20240305dt

Reason Code	Reason Code Description
23	Error in Plans, Specifications, and Design

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

- E

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

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

CONTRACT NAME: Marion County Ferry Boat Program (Phase 3A)
CONTRACT NO: 2023-451 PW-5222-23
CHANGE ORDER NO: 2023-451-03

CONTRACTOR NAME: HP CIVIL INC
ADDRESS: 8795 Aumsville Hwy SE
SALEM, OR 97317

Reason for Change Order:

The purpose of this change order is to add additional compensation for traffic control, add hinged hatches at each of the tower platforms, add new safety cables to the platform ladders, add cable grab sleeves to the tower and platform ladders and delete the winch item.

For improved safety during tower maintenance, Operations requires hinged access hatches to cover the openings at the tops of each ladder as well as additional tie off points. This change order adds four hinged access hatches and twelve additional tie-offs at an agreed upon price.

The current cable fall arrest system for the tower ladders is not to current OSHA standards and can't be certified. Operations requires new cable grab systems at each tower ladder and at each platform ladder to comply with current OSHA standards. This change order adds cables at each of the platform ladders and OSHA compliant cable grab sleeves at each tower ladder and platform ladder at an agreed upon price.

The steering winch replacement that was specified in the contract has been determined to be inadequate. The County has retained a Mechanical Engineer to redesign the steering system with new winches and cables, which will require new pricing from the Contractor. This change order deletes the winch item in the contract with the option of adding the steering system back in once a replacement design has been completed.

This work requires an additional traffic control setup. This change order adds additional traffic control at an agreed upon price.

Contract Document Revisions (Plans/Specs):

Add additional compensation to items 225.050, Temporary Protection and Direction of Traffic, and 560.100, Structural Steel, 1 Lump Sum each at agreed upon prices.
Delete item 9999.505, Winches Complete, 1 Lump Sum at the contract price.
Add item 9999.555, Cables and Cable Grab Sleeves, 1 Lump Sum at an agreed upon price.

PROJECT NUMBER	PAY ITEM #	ITEM DESCRIPTION	EST. QUAN.	UNIT	AGREED PRICE/UNIT	AMOUNT	REASON CODE
1	180.040	CONTRACT TIME CHANGE	0	AA	$0.00	$0.00	24
1	225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1	LS	$835.00	$835.00	24
1	560.100	STRUCTURAL STEEL	1	LS	$30,400.00	$30,400.00	24
1	9999.505	WINCHES COMPLETE	-1	LS	$80,000.00	($80,000.00)	23
1	9999.555	CABLES AND CABLE GRAB SLEEVES	1	LS	$15,480.00	$15,480.00	24

Estimated Net Cost Effect of the Agreement on the Contract: Decrease ($33,285.00)

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

This shall be payment in full for all labor, equipment and material used to complete the work as specified. This agreement extends Contract Time to October 15, 2024.

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

- E

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

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

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

Contractor: Larry Gescher Digitally signed by Larry Gescher DN: C=US, E=larryg@hpcivil.com, O=HP Civil Inc., CN=Larry Gescher Date: 2024.09.11 08:19:55-07'00' Date: 9/11/2024

Signature

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

For Office Use Only

Marion County Project Manager Initials: SLP

Marion County Capital Projects Manager Signature: [redacted] Date: 9/6/24

Marion County Engineer Approval Signature: [redacted] Date: 9/9/24

POSTED IN ECMS: 20240911dt

Reason Code	Reason Code Description
23	Error in Plans, Specifications, and Design
24	New requirements became available after the Contract was awarded

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

- E

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

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

CONTRACT NAME: Marion County Ferry Boat Program (Phase 3A)
CONTRACT NO: 2023-451

PW-5222-23
CHANGE ORDER NO: 2023-451-04

CONTRACTOR NAME: HP CIVIL INC
ADDRESS: 8795 Aumsville Hwy SE
SALEM, OR 97317

Reason for Change Order:

The purpose of this change order is to extend contract time to October 31, 2024 to allow adequate time to schedule the Ferry shutdown and complete the work.

Contract Document Revisions (Plans/Specs):

Add item 180.040, Contract Time Change, As Authorized.

PROJECT NUMBER	PAY ITEM #	ITEM DESCRIPTION	EST. QUAN.	UNIT	AGREED PRICE/UNIT	AMOUNT	REASON CODE
1	180.040	CONTRACT TIME CHANGE	0	AA	$0.00	$0.00	31

Estimated Net Cost Effect of the Agreement on the Contract: No Change $0.00

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

This shall be payment in full for all labor, equipment and material used to complete the work as specified. This agreement extends Contract Time to October 31, 2024.

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

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

Contractor: Unilateral Date:
Signature

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

For Office Use Only

Marion County Project Manager SLP Marion County Capital Projects Manager Date: 11/25/24
Initials Signature

Marion County Engineer Dan Radtke Date: 11/27/24
Approval Signature

POSTED IN ECMS: 20241127dt

Reason Code	Reason Code Description
31	Delays by things not under control of Contractor other than those caused by utilities.

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

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

CONTRACT NAME: FEDERAL FERRY PHASE 3A

CONTRACT NO: 2023-451

CHANGE ORDER NO: 5
PW-5222-23

CONTRACTOR NAME: HP CIVIL INC
ADDRESS:
8795 Aumsville Hwy SE
SALEM OR 97317
BILLING ADDRESS:

Reason for Change Order: Steering Winch System Modifications

The purpose of this change order is to revise the steering winch system and extend contract time through June 30, 2026.

During construction it was determined that the replacement steering winch specified in the contract would not provide the steering response needed and that the existing cable and pulley system would need to be revised. The County hired a mechanical engineer to design these revisions. The revised system will provide the required responsiveness, maneuverability and reliability. This change order substitutes the winch replacement specified in the contract with the new winches and adds the modifications noted in the attached plans at agreed upon prices for mobilization and winches.

Contract Document Revisions (Plans/Specs):

Contract Changes

Add additional compensation to item 210.100, Mobilization, 1 lump sum, at an agreed upon price.

Add item 9999.505, Winches Complete, 1 lump sum, back into the contract at an agreed upon price.

Plan Changes

Add the attached mechanical drawing Sheets 1 through 5 to the contract plans.

Rescind second notification and extend contract time to June 30, 2026.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2023-451-001	0210-0100	MOBILIZATION	1	LS (Lump Sum)	$25,096.00	$25,096.00	24
2023-451-001	9999-0505	WINCHES COMPLETE	1	LS (Lump Sum)	$204,441.00	$204,441.00	24

Reason Codes

24	New requirements became available after the Contract was awarded
24	New requirements became available after the Contract was awarded

Estimated Net Cost Effect of the Agreement on the Contract: $229,537.00

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

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

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

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

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

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

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

Date:

Contractor Signature

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

For Office Use Only

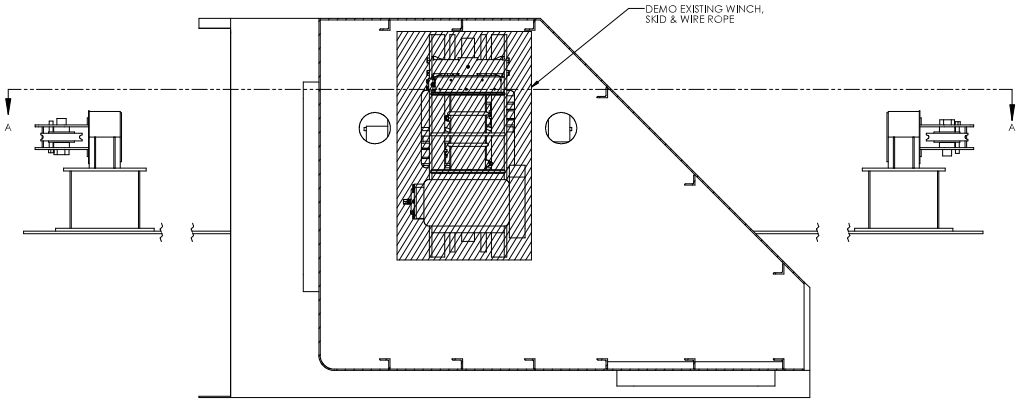
Marion County Project Manager
Date:

Marion County Capital Projects Manager
Date:

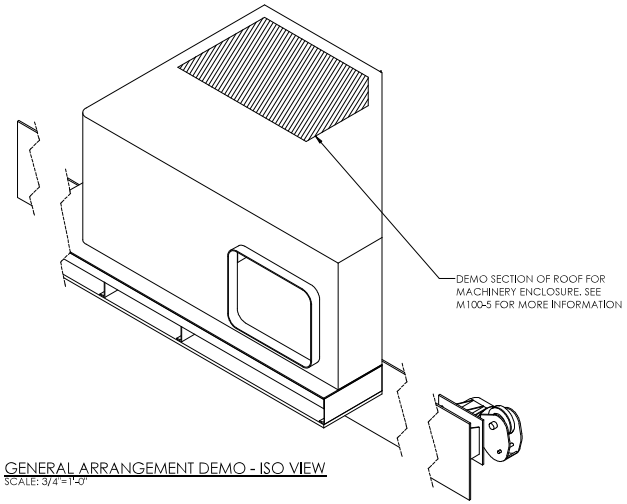
Date:

Marion County Engineer

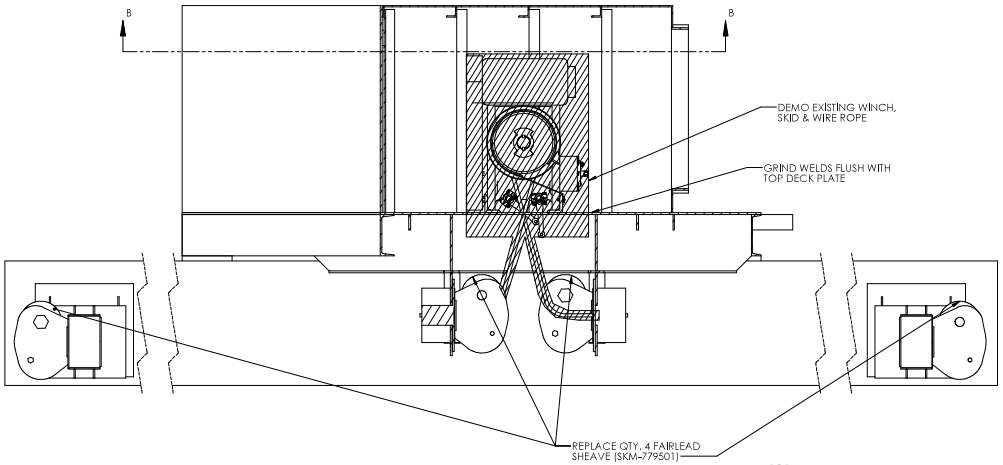
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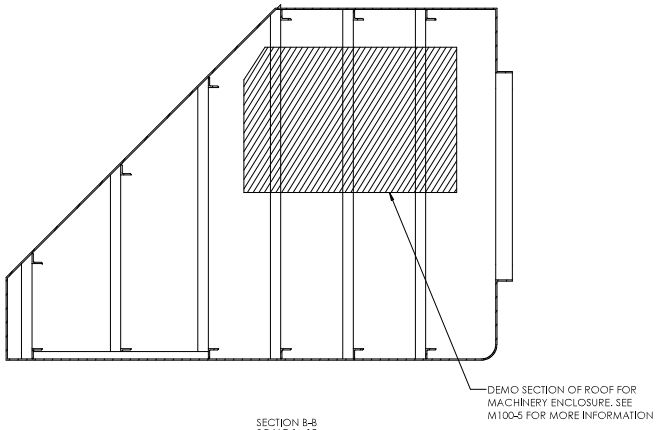
GENERAL ARRANGEMENT REMOVAL - PLAN VIEW
SCALE: 3/4"=1'-0"



GENERAL ARRANGEMENT DEMO - ISO VIEW
SCALE: 3/4"=1'-0"



SECTION A-A
SCALE 1 : 12



SECTION B-B
SCALE 1 : 12

MATTHEW C. HEBERT
STATE OF WASHINGTON
49381
REGISTERED
PROFESSIONAL ENGINEER
11.12.2024

NO.	REVISIONS	BY	DATE
0	ISSUED FOR CONSTRUCTION	AMS	10/31/24

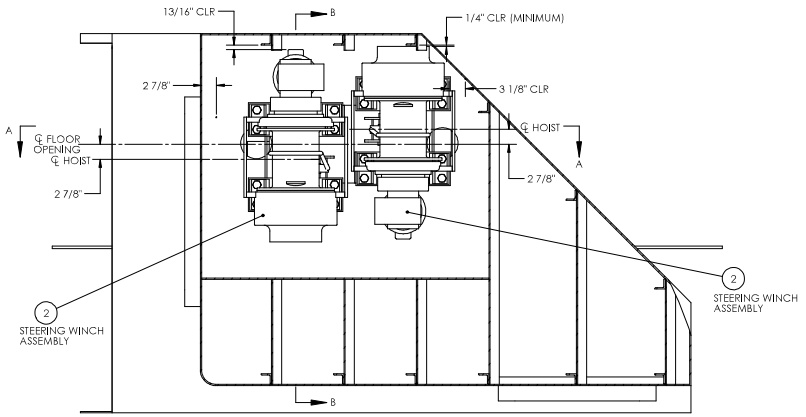
COFFMAN ENGINEERS
221 N Wall St., Suite 600
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

PROJECT	240078 MARION COUNTY FERRY BOAT WINCH	BY	AMS
LOCATION	MARION COUNTY OREGON	DATE	08/12/24
CLIENT	MARION COUNTY PUBLIC WORKS	CHECKED	KMT
TITLE	GENERAL ARRANGEMENT - REMOVAL	DATE	08/12/24

SHEET NO. 1 of 1
DRAWING NO. M100R

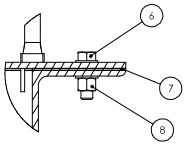
Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

ITEM NO.	DRAWING NUMBER	DESCRIPTION	MATERIAL	WEIGHT EA.	QTY.
1		WINCH ENCLOSURE MODIFICATION			1
2	M100-2	STEERING WINCH ASSEMBLY		1139.90	2
3	M100-4	HATCH LID ASSEMBLY		43.24	1
4		3/4" CABLE x OWNER DETERMINED LENGTH			1
5		3/4" CABLE x OWNER DETERMINED LENGTH			1
6		HEX BOLT 3/8-16 UNC X 1 1/4" LG. W/ SEAL WASHER	SS		12
7	M100-1	SEAL GASKET 1/16" X 3'-11 1/2" X 4'-2 1/2"	HIGH COMPRESSIVE POLYMER, 40D		1
8		HEX NUT 3/8-16 UNC W/ SEAL WASHER	SS		12



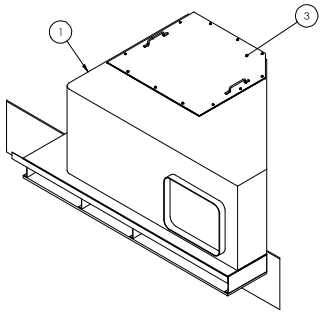
TOP COMPONENTS ARE HIDDEN FOR CLARITY

GENERAL ARRANGEMENT - PLAN VIEW
SCALE: 1"=1'-0"

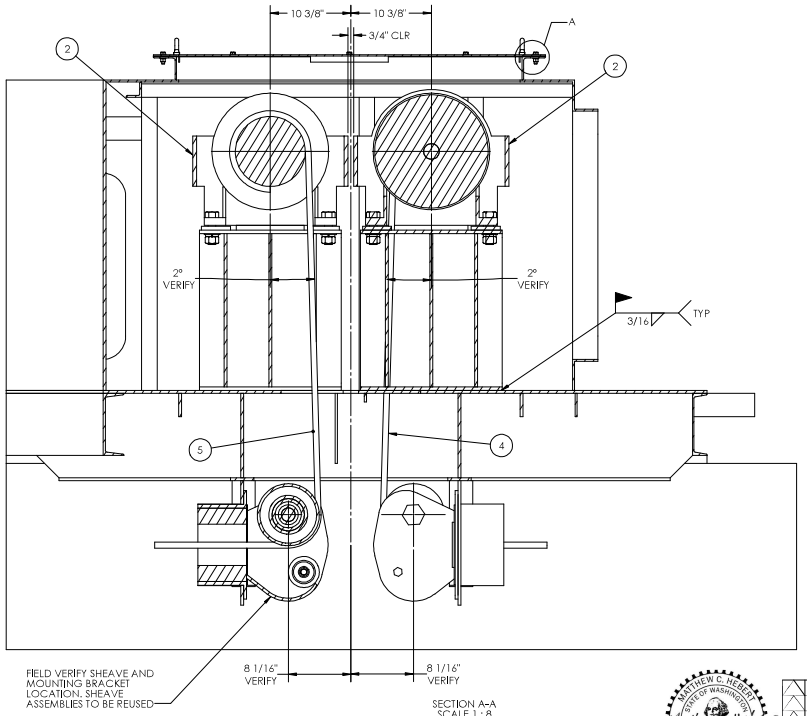


DETAIL A - TYP
SCALE 1 : 2

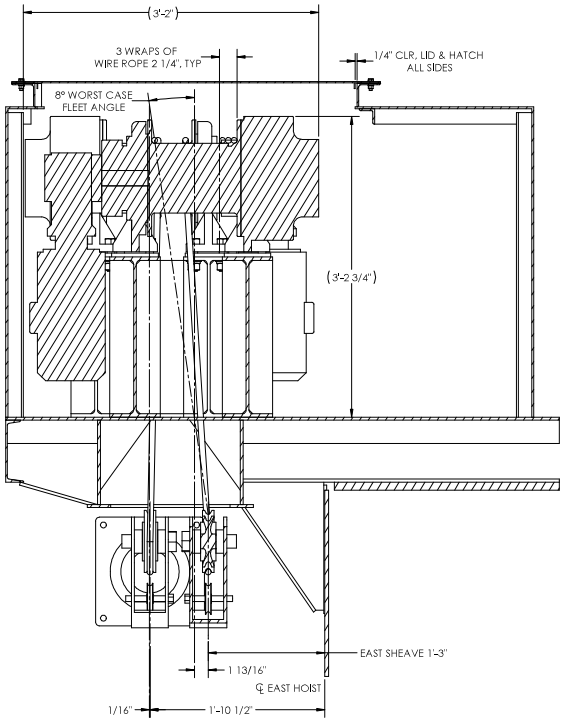
NOTES:
1. WINCH ASSEMBLY DIMENSIONS FOR REFERENCE ONLY. FINAL DRAWINGS FROM SUPPLIER TO BE PROVIDED AT TIME OF PURCHASE



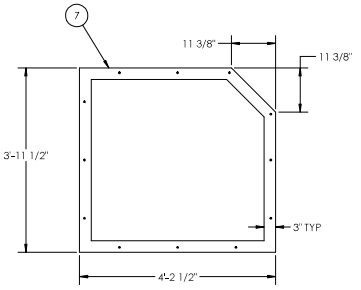
GENERAL ARRANGEMENT - ISO VIEW
SCALE: 3/4"=1'-0"



SECTION A-A
SCALE 1 : 8



SECTION B-B
SCALE 1 : 8



HATCH GASKET
SCALE: 3/4"=1'-0"

MATTHEW C. HEBERT
STATE OF WASHINGTON
49381
REGISTERED PROFESSIONAL ENGINEER
11.12.2024

NO.	REVISIONS	BY	DATE
0	ISSUED FOR CONSTRUCTION	AMS	10/31/24

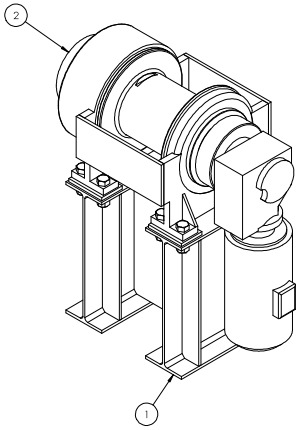
COFFMAN ENGINEERS
221 N Wall St., Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

PROJECT 240078 MARION COUNTY FERRY BOAT WINCH	BY AMS	SHEET NO.	1 of 5
LOCATION MARION COUNTY OREGON	DATE 08/12/24		
CLIENT MARION COUNTY PUBLIC WORKS	CHECKED KMT	DRAWING NO.	M100
TITLE GENERAL ARRANGEMENT	DATE 08/12/24		

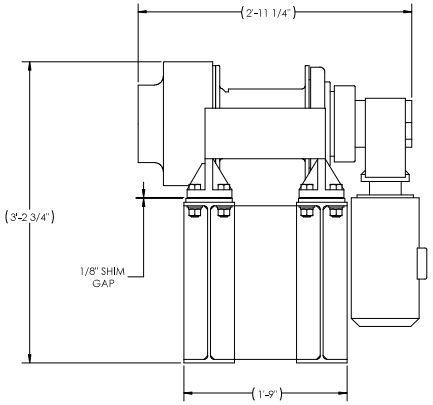
Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

ITEM NO.	DRAWING NUMBER	DESCRIPTION	MATERIAL	WEIGHT EA.	QTY.
1	M100-3	WINCH SKID WELDMENT		243.20	1
2		COLUMBIA WINCH - EAST OR WEST PAYOUT			1
3		HEX BOLT 1-8 UNC x 3 1/2" LG.	GALV. GR 5		8
4		1" WASHER	GALV.		8
5		1" LOCK WASHER	GALV.		8
6		HEX NUT 1-8 UNC	GALV. GR 5		8

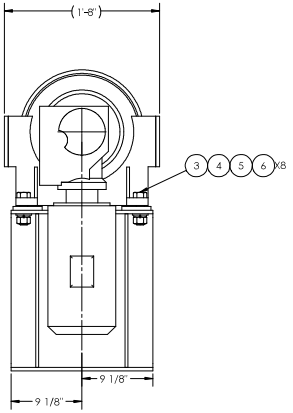
BOM QTY'S FOR 1 WINCH ASSEMBLY, 2 TOTAL



STEERING WINCH ASSEMBLY - ISO VIEW
SCALE: 1 1/2"=1'-0"



PAYOUT WINCH ASSEMBLY - ELEVATION VIEW
SCALE: 1 1/2"=1'-0"



PAYOUT WINCH ASSEMBLY - RIGHT VIEW
SCALE: 1 1/2"=1'-0"

MATTHEW C. HEBERT STATE OF WASHINGTON 49381 REGISTERED PROFESSIONAL ENGINEER 11.12.2024

NO.	REVISIONS	BY	DATE
0	ISSUED FOR CONSTRUCTION	AMS	10/31/24

COFFMAN ENGINEERS
221 N Wall St., Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

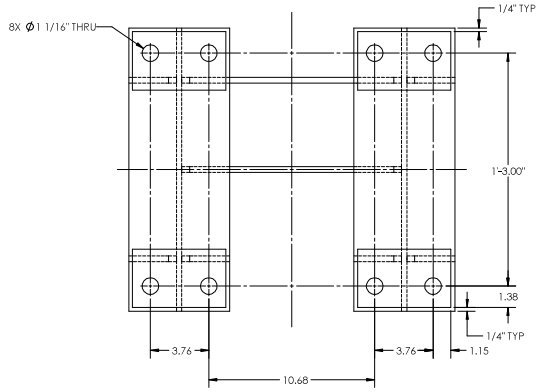
PROJECT 240078 MARION COUNTY FERRY BOAT WINCH	BY AMS	SHEET NO.	2 of 5
LOCATION MARION COUNTY OREGON	DATE 08/12/24		
CLIENT MARION COUNTY PUBLIC WORKS	CHECKED KMT	DRAWING NO.	M100
TITLE WINCH ASSEMBLY	DATE 08/12/24		

Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

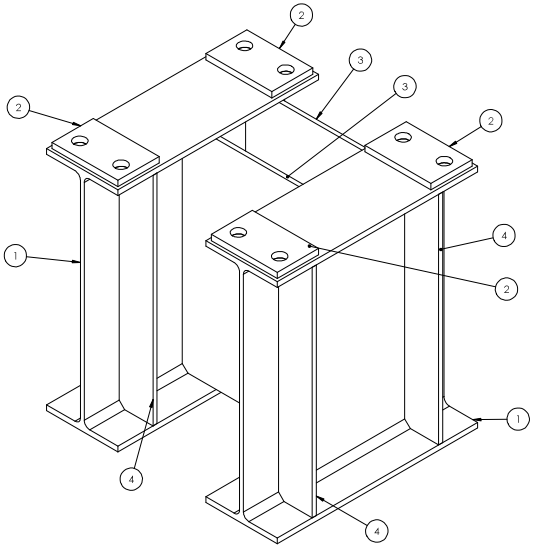
ITEM NO.	DRAWING NUMBER	DESCRIPTION	MATERIAL	WEIGHT EA.	QTY.
1		W21 X 44 - 1'-6 1/4" LG.	ASTM A36 Steel	66.73	2
2		PLATE 3/4" X 3 3/4" X 6"	ASTM A36 Steel	2.94	4
3		PLATE 3/8" X 1'-2 1/8" X 1'-7 3/4"	ASTM A36 Steel	29.68	2
4		PLATE 3/8" X 3 1/16" X 1'-7 3/4"	ASTM A36 Steel	6.44	6

NOTES:

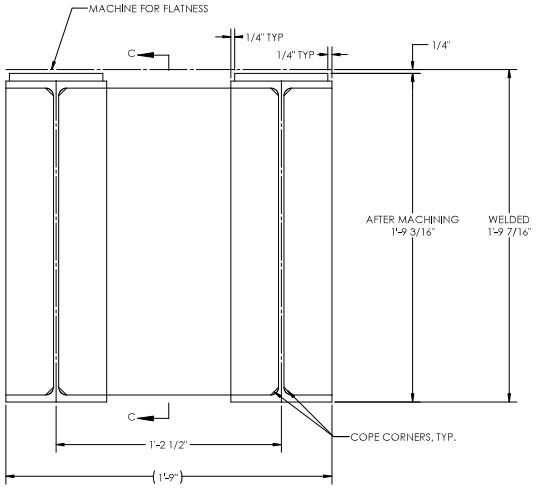
1. 3/16" WELDS ALL AROUND, UNLESS SPECIFIED



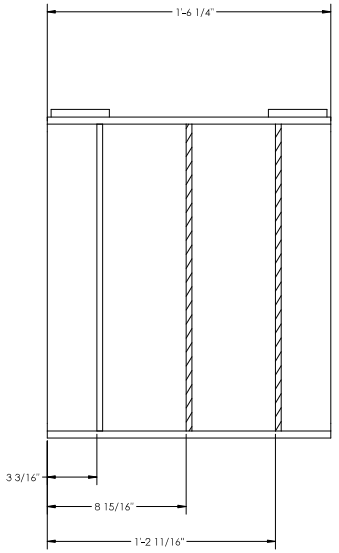
WINCH SKID WELDMENT - PLAN VIEW
SCALE: 3/4"=1'-0"



WINCH SKID WELDMENT - ISO VIEW
SCALE: 3/4"=1'-0"



WINCH SKID WELDMENT - ELEVATION VIEW
SCALE: 3/4"=1'-0"



SECTION C-C
SCALE 1 : 4

MATTHEW C. HEBERT
STATE OF WASHINGTON
49381
REGISTERED PROFESSIONAL ENGINEER
11.12.2024

NO.	REVISIONS	BY	DATE
0	ISSUED FOR CONSTRUCTION	AMS	10/31/24

COFFMAN ENGINEERS
221 N Wall St., Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

PROJECT	240078 MARION COUNTY FERRY BOAT WINCH	BY AMS	SHEET NO. 3 of 5
LOCATION	MARION COUNTY OREGON	DATE 08/12/24	
CLIENT	MARION COUNTY PUBLIC WORKS	CHECKED KMT	DRAWING NO. M100
TITLE	WINCH SKID WELDMENT	DATE 08/12/24	

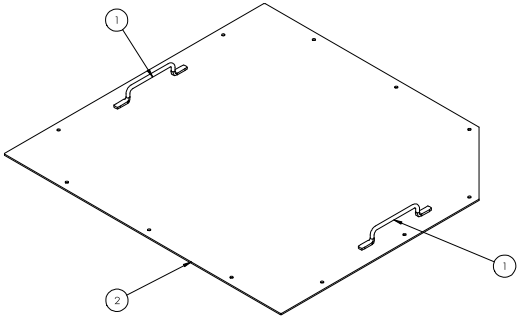
Docusign Envelope ID: D3A829FF-D3D5-4C05-8DA6-7537E0059F99

ITEM NO.	DESCRIPTION	MATERIAL	WEIGHT EA.	QTY.
1	WELD-ON PULL HANDLE, MCMASTER 1871A25	ALUMINUM		2
2	PLATE 3/16" X 3'-11 1/2" X 4'-2 1/2"	5052 ALLOY	42.65	1
3	PLATE 1/8" X 3/4" X 10"	1060 Alloy	0.09	4

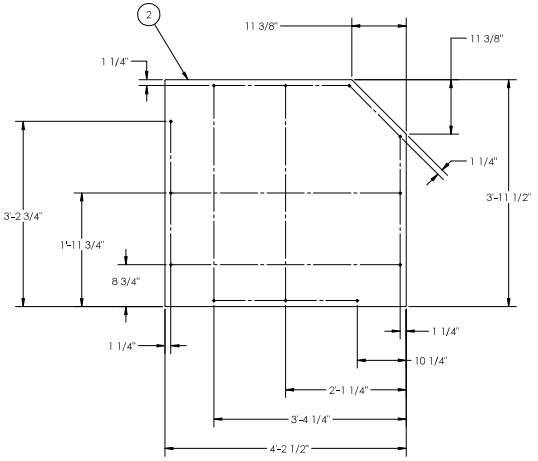
NOTE:

1. FINAL PAINT: JOTUN HARDTOP XP. COLOR WHITE

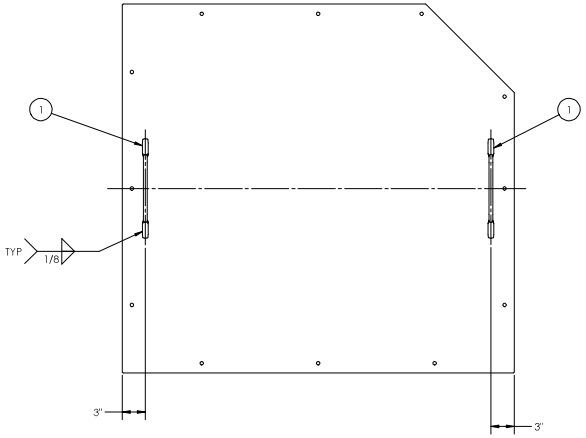
   BASE LAYER: PENGUARD UNIVERSAL GREY. AFTER BLASTING ALUM PROFILE. USE EPOXY MIN OF 3HR AFTER PREPPING FOR COATING FOR ULTIMATE ADHERING.



HATCH LID ASSEMBLY - ISO VIEW
SCALE: 1 1/2"=1'-0"



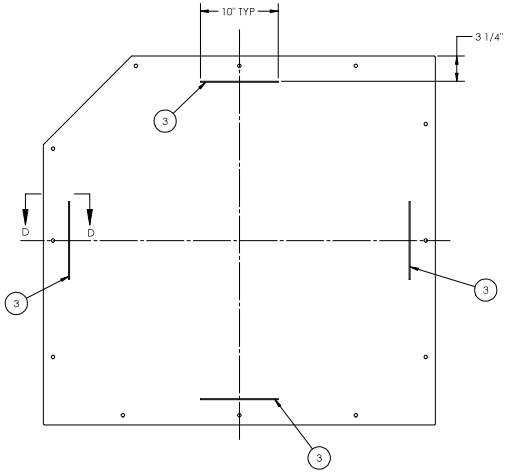
HATCH LID PLATE
SCALE: 3/4"=1'-0"



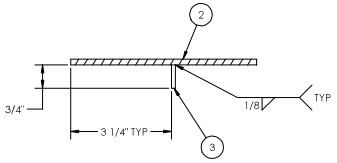
HATCH LID ASSEMBLY - PLAN VIEW
SCALE: 1 1/2"=1'-0"



RIGHT VIEW
SCALE: 1 1/2"=1'-0"



BOTTOM VIEW
SCALE: 1 1/2"=1'-0"



SECTION D-D
SCALE 1 : 2

MATTHEW C. HEBERT
STATE OF WASHINGTON
49381
REGISTERED PROFESSIONAL ENGINEER
11.12.2024

NO.	REVISIONS	BY	DATE
0	ISSUED FOR CONSTRUCTION	AMS	10/31/24

COFFMAN ENGINEERS
221 N Wall St., Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

PROJECT 240078 MARION COUNTY FERRY BOAT WINCH	BY AMS	SHEET NO.	4 of 5
LOCATION MARION COUNTY OREGON	DATE 08/12/24		
CLIENT MARION COUNTY PUBLIC WORKS	CHECKED KMT	DRAWING NO.	M100
TITLE HATCH LID ASSEMBLY	DATE 08/12/24		

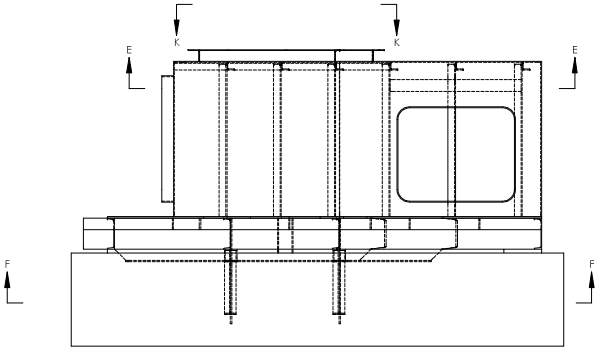
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NOTE:

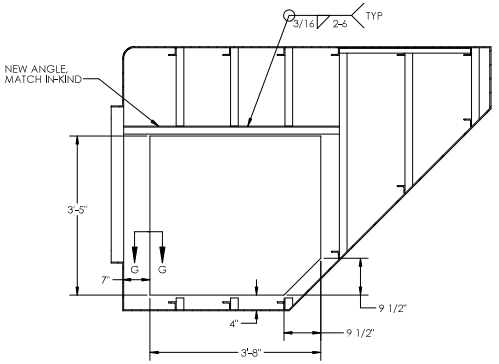
1. PAINT ALL MODIFIED AREA PER SPECIFICATION BELOW

   FINAL PAINT: JOTUN HARDTOP XP. DETERMINED BY OWNER

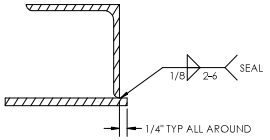
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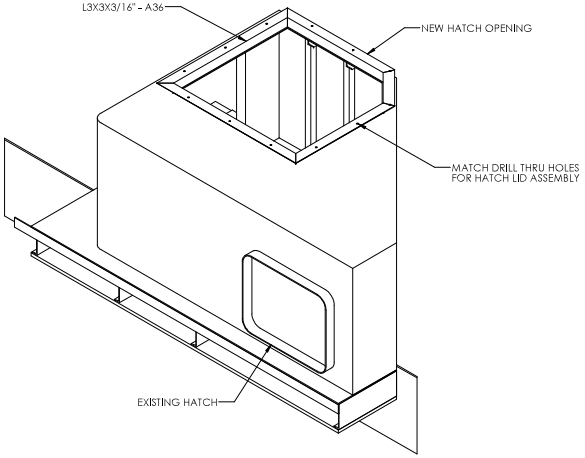
WINCH ENCLOSURE MODIFICATION - ELEVATION VIEW
SCALE: 3/4"=1'-0"



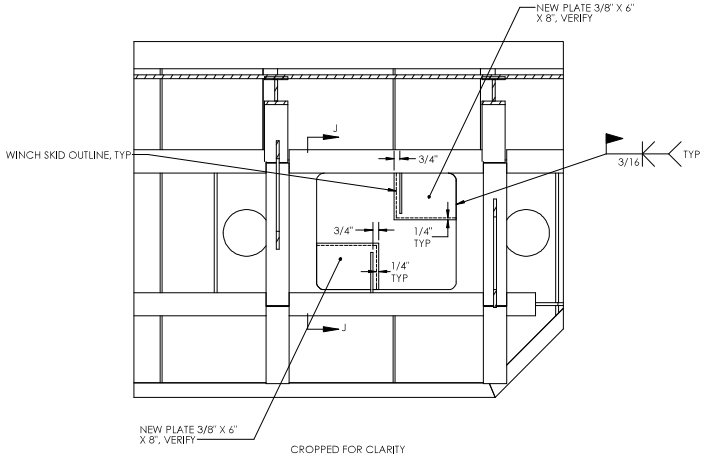
SECTION E-E
SCALE 1:16



SECTION G-G
SCALE 1 : 2

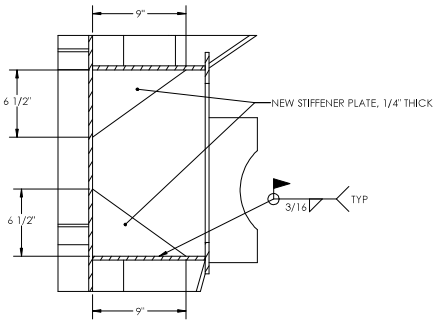


WINCH ENCLOSURE MODIFICATION - ISO VIEW
SCALE: 3/4"=1'-0"

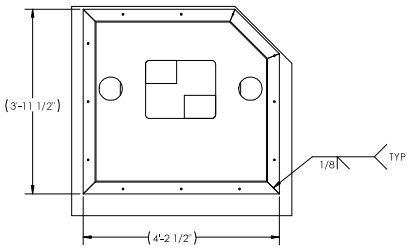


CROPPED FOR CLARITY

SECTION F-F
SCALE 1 : 8



SECTION J-J
SCALE 1 : 6



SECTION K-K
SCALE 1:16

MATTHEW C. HEBERT
STATE OF WASHINGTON
49381
REGISTERED PROFESSIONAL ENGINEER
11.12.2024

NO.	REVISIONS	BY	DATE
0	ISSUED FOR CONSTRUCTION	AMS	10/31/24

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Spokane, WA 99201
ph 509.328.2994
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PROJECT	240078 MARION COUNTY FERRY BOAT WINCH	BY	AMS
LOCATION	MARION COUNTY OREGON	DATE	08/12/24
CLIENT	MARION COUNTY PUBLIC WORKS	CHECKED	KMT
TITLE	WINCH ENCLOSURE MODIFICATION	DATE	08/12/24

SHEET NO. 5 of 5
DRAWING NO. M100

Docusign Envelope ID: 5DB78DE1-C656-4A1B-9F47-4A5869E534C0

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Community Services

Title: Subrecipient Agreement Catholic Community Services Foundation

Management Update/Work Session Date: 7/29/2025 **Audio/Visual aids** ☐

Time Required: 10 minutes **Contact:** Steve Dickey **Phone:** 503-373-4334

Requested Action:
Approve a contract with the Catholic Community Services Foundation to provide $225,000.00 in CDBG funding for the renovation of 6,465 square feet in the Seymour Center to support food security to low-income households.

Issue, Description & Background:
This agreement is to provide the Catholic Community Services Foundation funding to support the renovation of 6,465 square feet in the Seymour Center to support food security to low-income households and increase economic opportunities for young adults (18-24) experiencing homelessness in Marion County.

Financial Impacts:
No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD).

Impacts to Department & External Agencies:
The approval of this grant will provide funding to help support the renovation of 6,465 square feet in the Seymour Center to host a commercial kitchen and workforce development program for young adults experiencing homelessness operated by Church at the Park.

List of attachments: Contract CS-6667-25

Presenter: Steve Dickey

Department Head Signature: DocuSigned by: Kelli Wise A8574B4B9ECB492...

Docusign Envelope ID: 5DB78DE1-C656-4A1B-9F47-4A5869E534C0

Contract Review Sheet

Grant Agreement **CS-6667-25**

Title: **Subrecipient Agreement Catholic Community Services**

Contractor's Name: **Catholic Community Services Foundation**

Department: **Community Services Department** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **(503) 584-7722**

Term - Date From: **July 1, 2025** Expires: **June 30, 2028**

Original Contract Amount: **$ 225,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 225,000.00** Amd% **0%**

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

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

Description of Services or Grant Award

This agreement is to provide the Catholic Community Services Foundation funding to support the renovation of 6,465 square feet in the Seymour Center to support food security to low-income households and increase economic opportunities for young adults (18-24) experiencing homelessness in Marion County.

Desired BOC Session Date: **8/20/2025** Contract should be in DocuSign by: **7/30/2025**

Agenda Planning Date **8/7/2025** Printed packets due in Finance: **8/5/2025**

Management Update **7/29/2025** BOC upload / Board Session email: **8/6/2025**

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

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704F4... 7/28/2025
Finance - Contracts — Date

Signed by: Ashley Jackson E74FAB00C8814A0... 8/4/2025
Contract Specialist — Date

Signed by: Scott Morris 80C08A6F708240B... 8/1/2025
Legal Counsel — Date

DocuSigned by: Jan Fritz DC10351248DE4EC... 8/4/2025
Chief Administrative Officer — Date

Docusign Envelope ID: 5DB78DE1-C656-4A1B-9F47-4A5869E534C0

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-6667-25

Date: 7/7/2025
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Gresley

I. Subject: Retroactive

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Catholic Community Services Willamette Valley for Subrecipient Agreement Catholic Community Services with a value of $225,000.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1st through June 30th. However, the federal fiscal year is from October 1st through September 30th thus creating a delay in the accessibility of funds available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall.

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

For the stated reason in section A, Background.

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

This will not change as long as the HUD Annual Action Plan period does not align with the federal fiscal year.

Submitted by:

Signed by:
Ashley Jackson
E74FAB09C8814A9...

Ashley Gresley
Community Services Department

Reviewed by:

DocuSigned by:
A3538E7AEC784F4...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
A8574B4B9ECB492...

Department Head

Acknowledged by:

DocuSigned by:
DC16351248DE4EC...

Jan Fritz, CAO

Docusign Envelope ID: 5DB78DE1-C656-4A1B-9F47-4A5869E534C0

MARION COUNTY
SUBRECIPIENT AGREEMENT

2025 Community Development Block Grant
(CDBG) Funds

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Catholic Community Services Willamette Valley,** hereinafter referred to as "Subrecipient".

Recitals

WHEREAS, the Subrecipient, a non-profit was chosen to receive funding as part of the PY2025 Annual Action Plan submitted by the County to the United States Department of Housing and Urban Development on July 9th, 2025; and

WHEREAS, the County intends to reimburse funds for Catholic Community Services Willamette Valley to replace two walk-in coolers and renovation of the existing space for the Seymour Center Commercial Kitchen Renovation project not to exceed $225,000.00; per 2 CFR 200.405 and

WHEREAS, Subrecipient shall be responsible for continuing to operate the program in a manner that meets a Low to Moderate Income (LMI) national objective for the CDBG program

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

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

- **A.** Exhibit A (The Application)
- **B.** Exhibit B (Required Federal Terms and Conditions)
- **C.** Exhibit C (Federal Funding Information for Subrecipients)
- **D.** Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- **E.** Exhibit E RESERVED
- **F.** Exhibit F (Section 3 of the Housing and Community Development Act)
- **G.** Exhibit G (Fair Housing and Accessibility Requirements)
- **H.** Exhibit H (Community Development Block Grant Monitoring Procedures)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **July 1, 2025, through June 30, 2028**. Subrecipients' costs shall be expended by June 30, 2028.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, The Application (the "Work") in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this

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Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Subrecipient shall be responsible for continuing to offer the program for the duration of the agreement or until funds have been expended.

4. Consideration; Reporting

The County has a reed to make an award of funds to the Subrecipient not-to-exceed amount of Two Hundred and Twenty-Five Thousand dollars ($225,000.00) (the "Grant") in g order to provide staffing for eligible program activities. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A.

Quarterly reports should accompany requests for reimbursement and include demographics of population served. Reports should be submitted no more than 45 days following the end of each quarter as follows:

1) July 1-September 30
2) October 1-December 31
3) January 1-March 31
4) April 1-June 30

Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient shall receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation.

Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

A. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work per 2 CFR 200.305. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

B. Grant distributions shall be made by the County. All requests for reimbursement and supporting documentation shall be submitted to the CDBG/HOME Program Manager or to the Community Services Office Manager.

C. County will be responsible for submitting the draw requests to HUD and will notify Subrecipient when funds are available for all reimbursements. All backup documentation (invoices, timesheets, etc.) shall be submitted with the request for reimbursement.

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Invoices must be submitted no more than 45 days following the end of the quarter or following the signature date of this agreement for timely processing.

1) July 1-September 30
2) October 1-December 31
3) January 1-March 31
4) April 1-June 30

7. Nonexclusive Remedies Related to Funding

A. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County regarding its performance under this Agreement as well as satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work, is in noncompliance or ineligible with CDBG funding or program objectives, or is unsubstantiated by related documentation.

B. Redistribution or Retention of Funds

i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding and may redistribute such funds to other Subrecipients.

ii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowable costs, or fraud.

8. Termination

A. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors, or assigns, as determined by the County in its sole discretion.

B. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately

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perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

i. Subrecipient fails to fulfill any of its obligations under this Agreement in a timely manner;

ii. Subrecipient fails to comply timely with directives received from the County;

iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;

iv. Funding for grant programs is denied, suspended, reduced or eliminated;

v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);

vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;

vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;

viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any Federal or State department or local government, including the County.

C. Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;

i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;

ii. The County provides one or more material directives which are contrary to Federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law.

D. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

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E. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

F. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.

G. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, orotherwise.

9. Conflict of Interest

Subrecipient understands and agrees it must maintain a Conflict-of-Interest Policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential Conflict of Interest. Any perceived or actual Conflict of Interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. Governing Law; Venue; Consent to Jurisdiction

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

11. No Third-Party Beneficiaries

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

12. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when delivered.

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County Contact Person: CDBG/HOME Program Manager (Community Services Department)
Contact Telephone Number: 503-588-7975
E-Mail Address: csreporting@co.marion.or.us
Mailing Address: PO Box 14500 Salem, OR. 97309

13. Confidentiality

Subrecipient shall require and cause its Subcontractors and vendors, including officers, employees, and agents shall protect the confidentiality of all information concerning clients and other applicants and recipients of services funded by this Agreement. Neither Subrecipient nor Subcontractor shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant, or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

14. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the Federal or State government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County

15. Monitoring Required

A. County Authorized to Monitor Subrecipient

The County shall perform a Risk Assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure that the CDBG program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the CDBG program; and that CDBG program performance goals are achieved.

i. The County monitoring of Subrecipient shall include at a minimum:

a. Reviewing financial and performance reports.

b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the CDBG program, other Federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.

c. Issuing a management decision for applicable audit findings pertaining only to the Federal award.

d. The County is responsible for resolving audit findings specifically related to the CDBG program and not responsible for resolving cross-cutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.,* has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-

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up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

a. Provide Subrecipients with training and technical assistance on CDBG program- related matters; and

b. Perform on-site reviews of the Subrecipient's CDBG program operations;

c. Arrange for agreed-upon-procedures engagements as described in § 200.425.

B. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

D. The activities of any Subcontractor shall be monitored to ensure that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

16. Remedies

A. If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

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B. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

C. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power, or privilege.

D. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Build America, Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

18. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable State and Federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

19. Unallowable Costs - Lobbying Activities, Religious Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. The subrecipient agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

20. Disallowance of Costs

The County neither is responsible for, nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers, or agents. If a cost is disallowed by the County after reimbursement

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has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

21. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of State and Federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

22. Records Access

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its Agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of Section 23 and to grant right of access to and ownership by the County of the Subrecipients' books and records related to this Agreement.

23. Audits

If Subrecipient expends $750,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

24. Subcontractor Agreements

The County shall approve all Subcontractors prior to Subrecipient entering into Subcontractor agreements. Subrecipient shall ensure all Subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its Subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its Subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

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Subrecipient shall have a written contract with each Subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

A. The services that the Subcontractor must provide related to the project.

B. The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).

C. The Subrecipient's and the County' monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.

D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.

E. Subrecipient may enter into agreements with Contractors or Subcontractors (collectively, "Subcontracts") for performance of the Project.

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

F. Subrecipient shall include Exhibits B, D, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

25. Insurance Requirements

Subrecipient's Agency shall provide insurance coverage and limits as described below. All insurance carried by the Agency must be primary to and non-contributory with an insurance, including self-insurance or retentions carried by the County.

A. **Workers Compensation Insurance**. Subrecipient shall comply with ORS 656.017, which requires subject employers to provide Oregon Workers Compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Subrecipient or Subrecipient's employees and subcontractors. Subrecipient shall provide and maintain Workers' Compensation coverage for its employees, officers, agents, or partners as required by applicable Workers' Compensation laws including employers' liability with limits not less than $500,000 for each.

B. **Commercial General Liability Insurance**. Subrecipient shall at all times carry a Commercial General Liability Insurance policy for at least $1,000,000 per occurrence and at least $2,000,000 in the aggregate

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per project, for Bodily Injury. Property Damage and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement.

☒ Required by County ☐ Not Required by County

C. **Automobile Liability Insurance**. Subrecipient shall at all times carry automobile liability insurance in the amount of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Subrecipient's vehicles, whether owned, hired, or non-owned, which coverage is for Marion County, its agents, officers, elected officials, and employees.

☒ Required by County ☐Not Required by County

D. **Professional Liability/Errors and Omissions Insurance.** Subrecipient shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than $1,000,000 each occurrence (or each claim if coverage is afforded on a claim made basis) and $2,000,000 in the annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.

☐ Required by County ☒ Not Required by County

E. **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and when coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor, and Contractor's employees and volunteers. Policy endorsements definition of an insured shall include the Contractor and the Contractors employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Any annual aggregate limit shall not be less than $3,000,000.

F. **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made "basis, Subrecipient shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.

G. **Bonding**. The Subrecipient shall ensure that every director, officer, employee who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into the Subrecipient project accounts or issuing financial documents, checks, or other instruments of payment for projects be bonded or covered under a Commercial Crime policy for protection against loss. The Bond or Commercial Crime policy must be endorsed to add "Client Coverage". The amount of the coverage must be $100,000 or the total amount received by the Subrecipient pursuant to this Agreement, whichever is greater, and must be secured until the entire amount is repaid in accordance with the terms of the Promissory Note and Trust Deed. The Subrecipient shall provide the County with a copy of the bonding instrument, or a certification of coverage form the Bonding Company or Commercial Crime policy issuer.

H. **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the Certificate of Insurance and no deductible or retention may exceed $25,000 without the prior written consent of the County.

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I. **Additional Insureds**. The County, its agents, officers, elected officials, and employees all while acting in their official capacity as such, must be named as additional insureds on all insurance, other than Worker's Compensation Insurance and Professional Liability Insurance, required under this Agreement. The additional insured status must includeboth ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include "cross-liability" coverage as provided under the standards ISO form "Separation of Insured" clause.

J. **Proof of Insurance**. The Subrecipient shall deliver to the County, prior to the commencement of the work, a Certificate of Insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).

K. **Notice of Cancellation**. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

L. **Flood Plain Insurance**. Will be required for any structures built/rehabilitated within the Flood Plain

☐ Required by County ☒ Not Required by County

M. **Subcontractor/Subgrantee Insurance**. Subrecipient shall require and verify that all of its Subcontractors or Subgrantees of any tier provide insurance coverage and limits identical to the insurance required of the Subrecipient under this Agreement unless this requirement is expressly modified or waived by the County.

N. **Self-Insurance**. If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A Certification of Self-Insurance shall constitute compliance with the section.

O. **Acceptability of Insurers**. All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the State of Oregon. Insurance is to be placed with a carrier(s) having a Best's rating of no less than A: VII. Any exception must be approved by the County.

P. **Builders Risk Insurance**. In addition to the requirements above, if this Agreement is for a capital project, the following will also be required.

i. During the term of this Agreement, for new construction, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk Insurance on an all-risk form, including earthquake and flood, for an amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion. The Subrecipient shall or shall require Owner to name Marion County as additional insured under the Builder's Risk Insurance Policy and any loss shall be adjusted by the Subrecipient, Owner, and County, as their interests may appear. The Property Insurance deductibles will be no more than $25,000 per occurrence. The Subrecipient shall or shall require the Owner to pay costs not covered because of such deductibles.

ii. Insurance-Reconstruction following Casualty

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Q. **Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement and the Trust Deed required therein, against loss or damage by fire and such other risks, including earthquake and flood, written on an "All Risk" form on a replacement cost basis, including coverage for loss or damage due to leakage of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.

R. **Insurance Casualties**. Insurance proceeds - In the event of any loss, damage or casualty which is covered by the insurance described in paragraphs (1) and (2) of subsection M, the parties associated with this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance. Proceeds shall be held in trust by the County (including interest earned by the County on such proceeds) for use in accordance with the terms of this Agreement. The parties recognize that insurance proceeds shall be used for the purpose of repairing and restoring the improvements damaged by the casualty to their former condition or replacement of the same with equivalent or more suitable improvements.

S. **Insured Casualties**. Reconstruction - using such insurance proceeds (set forth in paragraph(II) above, the parties shall proceed with reasonable diligence as soon as sufficient funds are available to prepare plans and specifications for, and thereafter carry out, all work necessary: (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/ or improvements on the premises to a qualify and usefulness for the Project described in the application submitted by the Subrecipient for the CDBG funding and the plans associated therewith, at least equivalent to, or more suitable than, the building and or improvements which were damaged.

Further, it shall be an affirmative obligation of the Subrecipient to notify the County within two (2) business days of the cancellation or substantive change of any insurance policy or endorsement required herein, and failure to do so shall constitute a breach of this Agreement.

The County, in its sole discretion, may waive or modify some or all the insurance required in Section 24 of this Agreement. Any such waiver or modification must be approved in writing by the Risk Manager and or Legal in conjunction with other County departments.

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

26. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an Independent Contractor. Subrecipient is not an officer, employee, or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the Federal Government for the work covered by this Agreement.

27. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

28. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

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29. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

30. Grant Funds

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

31. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, or agents under this Agreement.

Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

32. Subrecipient Procurements

Subrecipients are responsible for ensuring that any procurement using CDBG funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition. Subrecipient must ensure adherence to all applicable Local, State, and Federal Procurement Laws and Regulations.

33. Prevailing Wage

Per Marion County Adopted CDBG Acquisition and Infrastructure Manual the Davis Bacon and Related Acts (DBRA) requires all Contractors and Subcontractors performing work on Federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

Federal Davis-Bacon Prevailing Wage Rate requirements apply to your project if you are proposing a CDBG-funded project that will involve construction or rehabilitation of a public facility (i.e., a homeless shelter), installation of public improvements to support affordable housing (i.e., street, water/sewer lines), or rehabilitation of multifamily housing containing eight or more assisted units. If it is determined that your project must comply with the Davis Bacon Act Prevailing Wage Laws, the following will apply:

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A. The prevailing wage rate requirements that may apply to the project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (Federal "Davis-Bacon Act"). If applicable, Subrecipient shall:

i. Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate Public Works Bonds with the Construction Contractors Board;

ii. 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; and

iii. Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Subrecipient is a "Public Body" and the project is a "Qualified Project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Subrecipient shall require each Contactor in a contract with an estimated cost of $200,000 or greater to:

a. Enter into a Project Labor Agreement that, at a minimum, provides for payment of wages at or above the Prevailing Wage Rate;

b. Employ apprentices to perform 15 percent (15%) of the work hours that workers in apprentice able occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;

c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent (15%) of total work hours performed by individuals in one or more of those groups; and

d. Require any Subcontractor engaged by the Contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the Subcontract has an estimated cost of $200,000 or greater.

B. Subrecipient 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.

C. Pursuant to ORS 279C.817, Subrecipient may request that the Commissioner of BOLI make a determination about whether the project is a public works on which payment of the Prevailing Wage Rate is required under ORS 279C.840.

34. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

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35. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

36. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

37. Merger Clause

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. 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 County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

A. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;

B. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

C. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and shall not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subrecipient is bound by and shall comply with all requirements, terms and conditions contained in this Agreement; and

E. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

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SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date

Authorized Signature:	DocuSigned by: A8574B4B9E0B492...	7/28/2025
Community Services Director		Date
Authorized Signature:	DocuSigned by: DC16351248DE4EC...	8/4/2025
Chief Administrative Officer		Date
Reviewed by Signature:	Signed by: 60C98A6F708240B...	8/1/2025
Marion County Legal Counsel		Date
Reviewed by Signature:	DocuSigned by: A3538E7AEC704F4...	7/28/2025
Marion County Contracts & Procurement		Date

CATHOLIC COMMUNITY SERVICES WILLAMETTE VALLEY SIGNATURE:

Authorized Signature: _____
Date

Title: _____

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2025-2026 Marion County CDBG / HOME Project Application

Section 1: Agency / Organization Information

Agency Name	CATHOLIC COMMUNITY SERVICES FOUNDATION				
Agency Address	3737 PORTLAND RD. NE				
Agency City	SALEM	State	OR	Zip Code	97301
Agency UEI Number	ZTPMNJNYK9D6 UEI				
Contact Name and Title	Chris Jones		Contact Phone	503-856-7065	
Contact Email	cjones@ccswv.org		Agency Website	https://ccswv.org/	

Section 2: Project Name and Summary Information

Project Name	CCSF- Seymour Center Commercial Kitchen	Total Request	$225,000
Loan Amount	N/A	Grant Amount	

Project Summary Description

Funding Request Summary: Catholic Community Services Foundation (CCSF) is applying for funds to renovate 6,465 square feet in the Seymour Center, located in North Salem, to continue our legacy of ensuring food security to low-income households and increase economic opportunities for young adults (18-24) experiencing homelessness in Marion County. If awarded, CCSF will utilize CDBG funds to prepare the space formerly occupied by St. Vincent de Paul's food bank to host a commercial kitchen and workforce development program for young adults experiencing homelessness operated by Church at the Park (C@P).

Scope of Work:

CDBG funds will be used to:

- Replace two walk-in coolers that were removed by St. Vincent de Paul in the transition of their food bank program.
- Renovate existing space to add 2 workforce development classrooms, 2 offices for program staff, and 1 meeting / conference room space.

This project will not duplicate but will augment and extend the reach of the previously funded C@P project on Turner Road as it has been relocated and re-envisioned at the Seymour Center on Portland Road. Specifically, the $250,000 previously awarded to C@P, will be used in accordance with the agreement to purchase kitchen equipment to be installed during phase one of construction. The funding requested in this proposal is for walk-in coolers and renovations creating classroom and office space as outlined below in Project Timeline and Milestones and Project Funding/Budget.

Scope of Work Estimates:

Phase One: Commercial Kitchen Renovation

Item description	Estimate	Funding Source
Commercial Kitchen Supplies & Equipment (pots, pans, utensils, shelving units)	$50,000.00	**Marion County FY24 CDBG ($250,000.00)**; Private Donations & Murdock Charitable Trust ($150,000.00)
Commercial Kitchen Appliances (cooktop and combination oven, dishwasher, insulated cabinets/carts, dry storage, counters, baking prep area)	$300,000.00	
Meal Delivery Vehicle	$50,000.00	
Seamless Hygienic Flooring	$45,000.00	

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2025-2026 Marion County CDBG / HOME Project Application

	Electrical and Plumbing Connections	$21,018.00	Murdock Charitable Trust & Spirit Mountain Community Foundation ($157,00.00)
	Contracted Services - Architect & Engineering Fees	$35,000.00	
	Permit Fees	$55,982.00	
	Subtotal	**$557,000.00**	

Phase Two: Cold Storage Installation and Classroom Construction

Item description	**Estimate**	**Funding Source**
Two walk-in coolers, installed	$115,000.00	**CCSF Request: Marion County FY25 CDBG ($225,000.00)**
Constuction/Renovation (classrooms, offices, meeting space)	$90,000.00	
Administration/Indirect	$20,000.00	
Subtotal	**$225,000.00**	
Total Phase One and Two	**$782,000.00**	

Workforce Development Program: C@P will use the commercial kitchen as a site for a culinary training program whereby young adults with lived experience of homelessness can go through a paid training course and gain employment skills, including a Food Handler Certification and Food Production training. C@P will offer paid trainee positions and provide them with mentoring and navigation tools to use those skills to find employment in the community. C@P will help 20 young adults each year to develop employment skills and to find stable employment, thereby increasing their capacity to find or remain in long-term, stable housing.

In addition to the training and workforce development for young adults, C@P currently utilizes other community partners to provide a daily meal for 250 shelter participants. The CCSF commercial kitchen will enable C@P's workforce development program to provide the meal service for over 700 people experiencing homelessness in Marion County annually.

Project Development: Previously, C@P completed the design and fundraising to install a one-thousand square foot commercial kitchen at the Young Adult Shelter on Turner Road. While waiting for the FY24 CDBG contract to be executed to begin the install, a new, more ideal, opportunity opened at the Seymour Center with the transition of the St. Vincent de Paul food bank. The space at the Seymour Center is over 6000 square feet and already has some of the infrastructure necessary for commercial food production. In addition to an expanded footprint allowing for more food production, there is enough space to build office, classroom, and meeting space for the workforce development program. *C@P will utilize the $557,000 raised from public and private sources to build out the majority of the kitchen in the Seymour Center. CCSF is requesting additional funds to install walk-in coolers and build out the office, classroom, and meeting space to enable a long-term sustainable program in partnership with C@P.*

Key Partners: With the expanded space available, there are increased partnership opportunities. Key partners in the project include:

- **CCSF**: CCSF is the property owner and has entered into a long-term lease with C@P for the space located at the Seymour Center. CCSF has a successful history ensuring its properties are well-maintained and operating in the black. The kitchen project adds stability and sustainability to an important local asset in a typically undercapitalized area. The collective impact partnership with C@P will leverage resources and service delivery to bring wide-ranging educational experiences and food security to the youth of Marion County.

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	• **C@P**: C@P will provide the workforce development program staff and students to establish the site as a regional food service center. C@P and CCSF have successfully aligned mission and resources to serve Marion County residents for nearly four years through various projects, including the opening of the C@P family micro-shelter site on the CCSF main operations campus in North Salem. • **Sheltering Silverton**: Sheltering Silverton will be a prioritized referring partner to the workforce development program for young adults experiencing homelessness. When there is an opening in the workforce development program, C@P will contact Sheltering Silverton to see if they have any young adults interested in the program. Additionally, C@P will work with Sheltering Silverton to facilitate transportation as well as offer the young adult a shelter bed at the Young Adult Shelter located at 2410 Turner Rd. • **Marion County Probation and Parole:** C@P has developed a partnership with Marion County Probation and Parole and currently receives referrals from them for shelter services for Young Adults involved in their programs. When there is an opening in the workforce development program that cannot be filled by Sheltering Silverton at that time, C@P will contact Marion County Probation and Parole for a referral for an eligible Young Adult currently participating in probation or parole. • **Handle Your Business (HYB) Counseling**: HYB Counseling currently provides on-site mental health and substance use counseling at C@P's Young Adult shelter. HYB Counseling is developing a therapeutic workforce development program for young adults utilizing food service as the modality. HYB will utilize the commercial kitchen as a commissary kitchen for their food truck business. Additionally, HYB and C@P will partner on tailoring wrap around supports to young adults in both programs to ensure the behavioral health and shelter needs of all participants are met.
Project or Program Location	Seymour Center Address: 3745 Portland Rd. NE Salem, OR 97301
Project Type	Public Service ☐ Construction ☐ Renovation / Rehabilitation X Public Infrastructure ☐ Economic Development ☐ Slum or Blight Removal ☐ Property Acquisition ☐ Urgent Need ☐

Section 3: Project Timeline and Milestones

Detailed Project Timeline	Describe the timeline associated with the major milestones of the project. This may be only a few milestones or several. Be sure to clearly identify the estimated start and end dates in the timeline.			
Project Start	Start Date	Activity Description	End Date	Comments

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Milestone One: Complete Design of Kitchen	**Start Date:** In progress	**Activity Description:** C@P is working with CBTWO and JBK Design on updating the kitchen layout for the new space	**End Date:** January 31, 2025	Comments
Milestone Two: Begin CMGC Process	**Start Date:** February, 1 2025	**Activity Description:** Develop competitive RFP for scope of work and begin interviewing applicants	**End Date:** February 28th, 2025	Comments
Milestone Three: Complete pre-application process and apply for permits	**Start Date:** March 1, 2025	**Activity Description:** CCSF will work with selected contractor through CMGC process to complete required project steps through the City of Salem	**End Date:** March 31st, 2025	Comments
Milestone Four: Begin construction and install of kitchen	**Start Date:** April 1, 2025	**Activity Description:** C@P will utilize funds they have raised to begin the construction of the kitchen	**End Date:** June 30th, 2025	**Comments:** CCSF will not be utilizing FY2025 funds in this phase of construction. This phase of construction will be completed with the funds that C@P has raised.
Milestone Five: Install Walk-Ins	**Start Date:** July 1, 2025	**Activity Description:** CCSF will install two walk-ins to complete the commercial kitchen	**End Date:** September 15th, 2025	Comments
Milestone Six: Complete Construction of Classroom, Office, and Meeting Space	**Start Date:** July 1, 2025	**Activity Description:** Build classroom, office, and meeting space	**End Date:** November 30th, 2025	Comments

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Section 4: Project Funding / Budget

Total Project Budget	$782,000	Portion funded with FY25CDBG or HOME funds	$225,000		
Other Source 1 Name	Marion County FY24 CDBG	Other Source 1 Amount	$250,000	Status of Funding Source	Secured: X
Other Source 2 Name	Murdock Charitable Trust	Other Source 2 Amount	$80,000	Status of Funding Source	Secured: X
Other Source 3 Name	Spirit Mountain Community Foundation	Other Source 3 Amount	$100,000	Status of Funding Source	Secured: X
Other Source 4 Name	Private Donations	Other Source 4 Amount	$127,000	Status of Funding Source	Secured: X
Any Unfunded Amount	$225,000	Plan to Address the Funding Gap	If the project is not awarded, CCSF and C@P will continue the fundraising efforts and stage the construction as money is available.		

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Section 5: Income and Location Data for Beneficiaries

Total Number of Households or Individuals Served Annually	20 young adults; 700 sheltered individuals	Households ☐ Individuals X	Comments:
Percentage of the Total that are at or Below 80% of the Area Median Income (AMI)	100%	Link to AMI Table https//www.co.marion.or.us/CS/Documents/2024AMIChart.pdf	
Percentage of the Total that Live Inside Marion County, but Outside of the Salem City Limits	30%	Link to City of Salem City Limits Mapping Tool https//www.cityofsalem.net/business/business-resources/community-profile/salem-city-limits	

Section 6: Discrimination Prohibitions

Federal laws prohibit discrimination in housing and community development programs and activities because of race, color, religion, sex (including gender identity and sexual orientation), national origin, familial status, and disability. These obligations extend to recipients of HUD financial assistance, including subrecipients, as well as the operations of state and local governments and their agencies, and certain private organizations operating housing and community development services, programs, or activities.

Does the applicant's agency / organization make limiting determinations regarding the delivery of services to its clients or beneficiaries based on any of the criteria listed above?	If so, please provide a description of the limitations imposed	No.
Does the applicant's agency / organization impose any other requirements for your clients or beneficiaries to receive services?	If so, please provide a description of the limitations imposed	Participants of the workforce development need to be 18-24 to participate in the program.

Section 7: Required Signatures

Name and Title of Person Completing this Application Mona Hayes, Major Gifts and Grants Officer	Signature of Person Completing this Application	Date of Application 12/13/24
Name and Title of Person Authorized to Submit this Application Eileen Virden, Grants Office Manager	Signature of Person Authorized to Submit this Application	Date Signed by Authorized Representative 12/13/24

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Exhibit B -

APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report a11 suspected or reported violations to the Federal awarding agency.

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.SXX (Subpart F)

i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or Federal law.

ii. If Subrecipient expends Federal awards in excess of$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days ofcompletion.

iii. Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

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

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

(N) See§ 200.216 Prohibition of certain telecommunications and video surveillance services or equipment.

(0) See § 200.323 Procurement of recovered materials.

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

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

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

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

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

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of $100,000 or more when the recipient received a total of $200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

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Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC l 70(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with HOME must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

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Exhibit C –

Federal Funding Information For Subrecipients As Required By 2 CFR200.331(a)[1]

1. Federal Award Identification	
(i) Subrecipient Name:	Catholic Community Services Willamette Valley
(ii) Unique Entity ID#:	ZTPMNJNYK9D6
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal Award Date:	July 1, 2025
(v) Subaward Period of Performance (Start & End Date):	July 1, 2025-June 30, 2028
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement: a.1)	$225,000.00
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	
c) Total Amount of Federal **Award** committed to Subrecipient by PTE	$225,000.00
(vii) Federal **Award** Project Description:	
(viii) Identify the following:	
a) Federal awarding agency	U.S Housing & Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Danielle Bethell, Colm Willis, Kevin Cameron
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	14.218
b) Program Name:	CDBG
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	**N/A**
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	**N/A**
3. Additional Requirements or Comments (if any)	
Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark NIA.	

[1]Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(S). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name: Catholic Community Services **CMS Number:** CS-6667-25

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

☐ Yes (Skip questions "A" and "B" and finish the certification)

☒ No (Proceed to questions "A" and "B")

A. Certification Regarding and Amount of Annual Gross Revenue from Federal Awards

Did your organization (1) receive 80% or more of its annual gross revenue **AND** (2) $25 million or more from federal awards and contracts during the preceding fiscal year?

☐ Yes **If "Yes,"** proceed to question **"B".**

☒ No **If "No," skip** question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1034 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes If "Yes," where can this information be accessed? Form 990

☐ No If "No," you must provide the names and total compensation of the top five highly compensated executives below. (For example, John Blum: $500,000; Mary Redd: $50,000; etc.).

1		$
2		$
3		$
4		$
5		$

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Joshua Graves — **Print Name of Authorized Representative**

CEO — **Print Title of Authorized Representative**

Joshua Graves
Joshua Graves (Jul 1, 2025 15:59 PDT)
Signature of Authorized Representative

01/07/25
Date

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification (cont.)

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of $30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax- qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CRF 229.402(c)(2).

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Exhibit D - Federal Funding Accountability

Final Audit Report 2025-07-01

Created:	2025-07-01
By:	Chris Jones (cjones@ccswv.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvx7OA7WIs8ifg9ID1L718S2jjF3yGx4I

"Exhibit D - Federal Funding Accountability" History

Document created by Chris Jones (cjones@ccswv.org)
2025-07-01 - 10:07:14 PM GMT

Document emailed to Joshua Graves (jgraves@ccswv.org) for signature
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Email viewed by Joshua Graves (jgraves@ccswv.org)
2025-07-01 - 10:59:20 PM GMT

Document e-signed by Joshua Graves (jgraves@ccswv.org)
Signature Date: 2025-07-01 - 10:59:46 PM GMT - Time Source: server

Agreement completed.
2025-07-01 - 10:59:46 PM GMT

Adobe Acrobat Sign

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Exhibit F-
Section 3 of the Housing and Community Development Act

(Applicable to contracts/subcontracts of $100,000 or more and when the funding recipient has received $200,000 or more in CDBG and/or other Federal funding)

A. If the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking application for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

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Exhibit G -
Fair Housing and Accessibility Requirements and Guidelines for Projects Receiving CDBG Funding

A broad and diverse range of building types, whether new, existing, or altered, must comply with at least some of the Federal or Oregon laws mandating accessibility for people with disabilities. The different laws and standards that contain accessibility requirements apply to different types of buildings, different building uses, different building ownerships or possession, different building funding, and different points in a building's life. Different sets of accessibility-related nondiscrimination requirements apply to the CDBG program: the Architectural Barriers Act, the Fair Housing Act, and the Americans with Disabilities Act (ADA), and Section 504. It is important to note that these requirements are not necessarily addressed in the building code.

CDBG applicants/recipients should alert their project architects that the provisions of the Architectural Barriers Act, the Fair Housing Act and the Americans with Disabilities Act are triggered due to Federal funding so the architect can design the construction or rehab project with these requirements in mind.

The Architectural Barriers Act

The Architectural Barriers Act of 1968 requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility, including a residential structure, designed, constructed, or altered with CDBG funds after December 11, 1995, and that meets the definition of a "building" (as defined below) is subject to the requirements of the Architectural Barriers Act as it is implemented through the Uniform Federal Accessibility (UFAS) (24 CFR Part 40 and 41 CFR Part 101). Your project architect should be familiar with the Uniform Federal Accessibility Standards.

Building: The term "building" means any building or facility (other than (A) a privately owned residential structure not leased by the Government for subsidized housing programs and (B) any building or facility on a military installation designed and constructed primarily for use by able bodied military personnel) the intended use for which either shall require that such building or facility be accessible to the public, or may result in the employment or residence therein of physically handicapped person, which building or facility is:

1) To be constructed or altered by or on behalf of the United States
2) To be leased in whole or in part by the United States after August 12, 1968; or
3) To be financed in whole or in part by a grant or a loan made by the United States after August 12, 1968, if such building or facility is subject to standards for design construction, or alteration issued under authority of the law authorizing such grant or loan.

The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The ADA also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable, and able to be carried out without much difficulty or expense.

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Section 504

HUD's regulations implementation Section 504 in Federally assisted programs services and activities are codified at 24 CFR Part 8. HUD's regulations at 24 CFR Part 8 apply to all applicants for, and recipients of, HUD financial assistance in the operation of programs or activities receiving such assistance.

Section 504 states:
"No otherwise qualified individual with disability in the United States... shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service."

HUD's Section 504 regulations define an individual with a disability as any person who has a physical or mental disability that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment (24 CFR 8.3). Major life activities including walking, talking hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as we11 as those who are perceived as having such impairment.

A person who meets the above definition, and who is otherwise qualified for the program, service or activity, is covered under Section 504. To be otherwise qualified means the individual meets the essential eligibility requirements, including, for example, requirements for tenancy if the program is a housing program.

Section 504 covers all programs, services and recipients of HUD financial assistance including, for example:

- Outreach and public contact, including contact with program applicants and participants
- Eligibility criteria
- Application process
- Admission to the program
- Tenancy, including eviction
- Service delivery
- Employment policies and practices

Section 504 Prohibitions Against Discrimination:

- Denying a qualified individual with disabilities the opportunity to participate in, or benefit from, the housing, aid, benefit, or service.
- Failing to afford a qualified individual with disabilities the opportunity for equal participation and benefit.

- Failing to provide a qualified individual with disabilities with a program or service that affords the same opportunity to benefit as afforded others.
- Providing different or separate housing, aid, benefits, or services based on disability unless providing such is necessary to provide housing or benefits that are as effective as that provided to persons without disabilities.
- Providing significant assistance to an agency, organization or person that discriminates based on disability in any aspect of a Federally assisted activity.

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- Denying a qualified individual with disabilities the opportunity to participate as a member of planning or advisory boards.
- Denying a dwelling to an otherwise qualified buyer or renter because of a disability.
- Limiting in any other manner a qualified individual with disabilities in the enjoyment of any right, privilege, advantage, or opportunity afforded to others.
- Providing programs or services to qualified individuals with disabilities in settings that are unnecessarily separate, segregated, or restricted.

Recipients' Responsibilities under Section. 504:

- Take steps to ensure effective communication with applicants, beneficiaries, and members of the public. (24 CFR 8.6)
- Take steps to ensure that employment activities, including job announcements, recruitment, interviews, hiring, work assignments, promotions, and dismissals, do not discriminate based on disability. (24 CFR 8.10-8.13)
- Ensure that all non-housing programs are operated in a manner that does not discriminate based on disability and that new construction and alterations of non-housing facilities are made accessible in accordance with applicable standards (24 CFR 8.21)
- Operate existing housing programs in a manner that does not discriminate based on disability, and take steps, as needed, to ensure that existing housing programs are readily accessible to and usable by persons with disabilities. Develop and implement a transition plan to assure compliance. (24 CFR 8.24)
- Provide reasonable accommodations which may be necessary for a person with disability to use or participate in the program, service, or activity; unless the recipient can demonstrate that the accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service, or activity. A reasonable accommodation is an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwelling, and may also include provision of auxiliary aids, such as readers, interpreters, and materials in accessible formats. (24 CFR 8.2, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33)
- Pay for a reasonable accommodation needed by the individual (e.g., a ramp to a unit) unless providing that accommodation would be an undue financial and administrative burden or a fundamental alteration of the program. (24 CFR 8.4, 8.22, 8.20, 8.21, 8.24, 8.25, 8.33)
- Ensure that all new construction of housing facilities is readily accessible to and usable by persons with disabilities and meets the requirements of applicable accessibility standards. (24 CFR 8.22 and 8.32)
- Ensure that substantial alterations, when undertaken, meet the requirements for new construction (24 CFR 8.23(a)) Ensure that all other alterations, to the maximum extent feasible, meet the requirements of the applicable accessibility standards (24 CFR 8.23(b))
- Conduct any required needs assessments (for recipients who are public housing agencies) to determine the extent to which the housing needs of persons with disabilities are being met in the recipient's program and in the community. (24 CFR 8.25)
- Distribute accessible dwelling units throughout projects and sites and make such units available in the same ranges of sizes and amenities to provide housing choices for persons with disabilities that are the same as those provided to others. (24 CFR 8.26)

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- Adopt suitable means to ensure persons with disabilities are made aware of the availability of accessible units and to maximize use of accessible units by individuals needing the features of these units (24 CFR 8.27)
- Conduct any required self-evaluations of programs, services, and activities to determine if they are programmatically and physically accessible to persons with disabilities, and involve persons with disabilities in these evaluations (24 CFR 8.51)
- Recipients with 15 or more employees must designate an employee to ensure the recipients programs, services and activities meet the requirements of Section 504; adopt a grievance procedure to effect due process standards and prompt and equitable resolutions of complaints. (24 CFR 8.53)
- Recipients must maintain records and reports of efforts to meet the requirements of Section 504, and keep these records on file so that they are available if a complaint is file, or if HUD conducts a compliance review (24 CFR 8.55)

The Fair Housing Act

The Federal Fair Housing Act makes it illegal for landlords, managers, homeowners, real estate agents, mortgage brokers lenders, banks, and others to discriminate against anyone based on:

- Race
- Color
- National Origin & Ethnicity
- Religion
- Family Status (families with children under 18)
- Physical or Mental Disability
- Sex & Gender

State Protected Classes Include:

- Marital Status
- Legal sources of income (except Section 8)
- Sexual orientation including gender identity
- Honorably discharged veterans/military status
- Survivors of domestic violence

Local jurisdictions may have additional protected classes that you should be aware of.
Multi-family dwellings consisting of four or more units, first occupied after March 13, 1991, must also meet the design and construction requirements of the Fair Housing Act.

Multifamily dwellings must be designed and constructed so that at least one building entrance is located on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site.

Multifamily dwellings with a building entrance on an accessible route will be designed and constructed so that:

1) The public and common use areas are readily accessible to and usable by handicapped persons.
2) The doors are designed to allow passage into and within the common areas are sufficiently wide to allow passage by handicapped persons in wheelchairs.

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All the covered (accessible) dwelling units contain the following features of adaptable design:

1) An accessible route into and through the covered dwelling unit.
2) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
3) Reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower, stall, and shower seat, where such facilities are provided.
4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Oregon Accessibility Laws

The State of Oregon has its own laws addressing certain aspects of accessibility:

- ORS 447.210 et seq., as originally enacted in 1971, applied only to government buildings, and incorporated only some of the then current ANSI A117.1 criteria. In subsequent years, the legislature extended the reach and breadth of the law. Current Oregon law is very broad, and even extends the reach of the ADA accessibility standards beyond those covered by the Federal law to include certain private educational facilities, "private membership clubs, and churches" when located in buildings of two stories or more which are either: a) over 4,000 square feet in ground floor area; or over 20 feet in height.
- ORS 447.233 contains explicit numerical requirements for accessible parking spaces and related signage, dimensional requirements, and access spaces.
- ORS 456.506 et seq., passed in 2003, adopted most of the accessibility criteria of the FHA and mandated they be included in all new non-owner-occupied housing, even single units, if those units were financed or subsidized in any way by state or Federal funds, guarantees, or tax credits.
- ORS 701.525 et seq., passed in 2005, requires the Oregon Construction Contractors Board ("CCB") to adopt by rule a model list of accessibility features those developers of residential housing may provide to customers purchasing new residential housing from the developer.
- ORS 447.231 mandates that the OSSC include the requirements of the ADA and FHA. Oregon's Building Codes Division ("BCD") has incorporated the 1.) current ADAAG standards; 2.) Fair Housing Accessibility Guidelines; and 3.) other Oregon laws, into the ossc.
- The current OSSC is based on the IBC, but it does not incorporate the most recent version of ICC/ANSI A117.1. Although that most recent version is part of the current IBC model code, the OSSC instead relies on the previous Al 17.1 standard. The OSSC has hesitated because the new A117.1 contains revisions proposed to Federal Accessibility Guidelines that have not yet been approved and adopted by the Access Board.

Rather, in order to comply with Oregon law, and to incorporate these three distinct standards into OSSC, BCD wrote a custom accessibility code unique to the OSSC. Chapter 11 of the OSSC is devoted completely to accessibility. It is important to remember that most of the laws mandating accessibility are Federal laws. While Chapter 11 incorporates the literal provisions of some of these laws, the ultimate authority for interpreting the meaning and consequence of Federal laws remains with those Federal agencies charged with their enforcement.

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Consequently, approval of project plans or inspection of actual construction by Oregon building officials is limited to compliance with OSSC, including Chapter 11. Building designers and construction contractors (and building owners) must independently consider Federal accessibility law and Federal agencies; interpretations of accessibility standards based on Federal accessibility laws.

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Exhibit H -
Community Development Block Grant (CDBG) Monitoring Procedure

The procedures outlined in this exhibit are designed to monitor use of Marion County CDBG funds. Through on-site and desk monitoring, the reviewer can determine whether the program participant's performance meets CDBG program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the Sponsor's ability to ensure that activities carried out meet compliance requirements
- Verify the accuracy of the program participant's record; and,
- Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

Eligibility and National Objective Compliance Criteria Documentation

As described in the CDBG regulations at 24 CFR 570.503, each Sponsor is required to maintain records that fully describe the assisted activity, including related financial and eligibility information, typically to show that the project funded with CDBG funding is benefiting low- and moderate-income individuals. The required documentation that must be maintained by the program participant is described at 24 CFR 570.506.

Approach to Monitoring

Marion County views monitoring not as a once a year or periodic exercise, but as an ongoing process involving continuous communication and evaluation. Such a process involves frequent. telephone/email contacts, written communications, analysis of reports and audits, and periodic meetings as needed. It is the responsibility of the Community Services Department staff to keep fully informed concerning Sponsors compliance with program requirements and the extent to which technical assistance is needed.

The overriding goal of monitoring is to determine compliance, prevent/identify deficiencies, and design corrective actions to improve or reinforce Sponsor performance. As part of this process the Community Services Department staff must be alert to fraud, waste and mismanagement or situations with potential for such abuse. Where possible, any identified deficiency in need of corrective action should be handled through discussion, negotiation, or technical assistance in a manner that maximizes local discretion. Monitoring also provides opportunities to identify program participant accomplishments as well as successful management, implementation, and evaluation techniques that might be replicated by other Sponsors.

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The Community Services Department staff shall conduct monitoring when projects are complete, with a few exceptions. The Community Services staff will revise the Monitoring Checklist annually to determine which are to be monitored. The Program Manager will be provided a copy of the monitoring schedule. Past practice has been to monitor all Sponsors who have spent funds since last year, but in years where there may be too many projects to monitor, staff will use their discretion to implement a method to calculate those projects that may be more vulnerable and require monitoring more than others.

Monitoring Standards

Because it is not always possible that the Community Services Department staff will be able to monitor all the program participant's activities, projects and /or functions, or even review activities in a specific area spanning a participant's entire program year, random sampling is generally expected to form the basis for drawing conclusions about the program participant's performance. Staff may choose to take a sufficient sample of projects to be monitored based on a "risk" calculation to determine a sampling of units to be monitored. In certain instances, however, non-random sample will be the more efficient method to use. Such cases include activities that have only a few projects to review, any activities with unresolved problems remaining from previous monitoring visits, any new types of activities being undertaken, and/or activities considered high risk. Note that any sample review or spot-check of program participant records that raises questions concerning the accuracy of the data indicates the need for further follow-up.

All new competitively funded CDBG projects contracted in a given fiscal year will be monitored at least once. Public service projects will be monitored sometime in the fall, although delays are acceptable in order to accommodate staff capacity issues.

Public Facility and infrastructure projects will be monitored towards/at completion of the project-one time only.

Multi-year public service projects will be monitored annually (after first year's monitoring) if any of the following applies:

- Had findings/concerns in last year's monitoring
- Had findings in last completed 2 CFR 200 audit concerning CDBG funding
- Agency is less than 5 years old
- Agency is a first time Marion County CDBG recipient
- Staff determines that the complexity of project necessitates annual monitoring

The Community Services Department staff may decide to monitor a Sponsor more often as needed. The staff may also elect to monitor multiyear public service contracts every other year if all the following apply:

- Sponsor had no findings/concerns in last year's monitoring
- Had no findings in las completed 2 CFR 200 audit concerning CDBG funding (only if applicable-sometimes 2 CFR 200 not required)
- Is an agency more than 5 years old
- Has received CDBG funding in consecutive funding years
- Project scope has not changed
- Desk audits of voucher requests reveal no concerns

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On-Site Monitoring Procedure

The Community Services Department staff will call to set up an agreed upon time with Agency and follow-up with boilerplate letter and include the monitoring checklist to inform the agency being monitored about what staff will be looking at. The monitoring checklist will be filled out by the staff at the visit. In preparation for this visit, the agency should review the Monitoring Checklist to ensure records are ready for staff's review. The staff will complete this form during the monitoring visit.

Prior to the monitoring visit, the agency should send a letter certifying that Federal funding did or did not trigger the 2 CFR 200 audit requirements. A sample template to be used to compose this letter is contained at the end of this section. This letter should be signed by their Chief Financial Officer or Executive Director and returned to the Community Services Department staff prior to or no later than at the monitoring visit. Staff will also request a copy of the most recent financial audit, if applicable.

Once a copy of an audit from an agency is obtained, the Community Services Department staff will review the audit for any findings and record it in a federal tracking database. When possible, where Salem and the County have the same project with an agency, it would be preferred to coordinate monitoring visits to lessen the burden on the agency, to share methods for monitoring, to communicate same messages, etc.

2 CFR 200 Audit Responsibilities

All sponsors that expend $750,000 or more in Federal funds in a year must meet the audit requirements as specified in 0MB Circular 2 CFR 200. Additionally, all financial transactions with CDBG monies are subject to Federal audit. Each sponsor is required to permit independent auditors access to the records and financial statements at least once a year, or not less frequently than every two (2) years. Sponsors must be prepared to explain how transactions were made, why, and be able to account for any funds expended.

During an audit, the auditor will examine records to ascertain if:

1. Funds are properly budgeted and approved;
2. Budget revisions have been documented and approved;
3. Personnel charges are properly allocated to the block grant and based on payroll documents such as time and attendance records;
4. All expenditures can be traced to source documents (i.e., purchase orders, invoices, canceled checks);
5. Drawdowns have been timely;
6. Only allowable activities have been claimed as costs toward the project;
7. The sponsor's accounting system reflects all assets, liabilities, etc.;
8. Property has been managed and inventoried properly;
9. In-kind costs and costs billed to other funds are clearly documented; and,
10. If there are billings for indirect costs, a Federally approved indirect rate and allocation plan have been approved by HUD through OCD prior to the expenditure of any CDBG funds.

In addition, the auditor will ascertain if the sponsor's program has been accomplished in the manner set out in the application and/or the contract with the County.

Please note that in order for the Marion County CDBG Program to comply with Federal Regulations, Marion County Board of Commissioners strongly encourages all grant recipients to pursue the timely expenditure of their awarded funds.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Community Services

Title: Subrecipient Agreement Liberty House

Management Update/Work Session Date: 7/29/2025 **Audio/Visual aids** ☐

Time Required: 10 minutes **Contact:** Steve Dickey **Phone:** 503-373-4334

Requested Action: Approve a contract with Liberty House to provide $113,016.00 in CDBG funding to stabilize and and help sustain a critical expansion to allow for more accessible services for children and families in Northern Marion County.

Issue, Description & Background: This agreement is to provide Liberty House funding to support critical program staff members like medical providers, forensic interviewers, and support specialists. A portion of the funds will be allocated to lease costs as well. All of the funds from this grant will go toward major project expenses and help continue to expand services for families in North Marion County.

Financial Impacts: No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD).

Impacts to Department & External Agencies: The approval of this grant will provide funding to help support an expansion that makes services more accessible for the children and families of North Marion County.

List of attachments: Contract CS-6669-25

Presenter: Steve Dickey

Department Head Signature: Kuli Wise

Docusign Envelope ID: 8EC8B1CA-D817-4885-A91E-2D1E9CDC0EAB

Contract Review Sheet

Grant Agreement **CS-6669-25**

Title: **Subrecipient Agreement Liberty House**

Contractor's Name: **Liberty House**

Department: **Community Services Department** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **(503) 584-7722**

Term - Date From: **July 1, 2025** Expires: **June 30, 2028**

Original Contract Amount: **$ 113,016.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 113,016.00** Amd% **0%**

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

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

Description of Services or Grant Award

This agreement is to provide Liberty House funding to support critical program staff members like medical providers, forensic interviewers, and support specialists. A portion of the funds will be allocated to lease costs as well. All of the funds from this grant will go toward major project expenses and help continue to expand services for families in North Marion County.

Desired BOC Session Date:	**8/20/2025**	Contract should be in DocuSign by:	**7/30/2025**
Agenda Planning Date	**8/7/2025**	Printed packets due in Finance:	**8/5/2025**
Management Update	**7/29/2025**	BOC upload / Board Session email:	**8/6/2025**

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

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704F4...	7/23/2025	Signed by: Ashley Jackson E74FAB09C8814A0...	8/4/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by: Scott Norris 60C08A6F708240B...	7/31/2025	DocuSigned by: Jan Fritz DC16351248DE4EC...	8/1/2025
Legal Counsel	Date	Chief Administrative Officer	Date

Docusign Envelope ID: 8EC8B1CA-D817-4885-A91E-2D1E9CDC0EAB

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-6670-25

Date: 7/7/2025
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Gresley

I. Subject: Retroactive

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Liberty House for Subrecipient Agreement Liberty House with a value of $113,016.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1st through June 30th. However, the federal fiscal year is from October 1st through September 30th thus creating a delay in the accessibility of funds available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall.

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

For the stated reason in section A, Background.

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

This will not change as long as the HUD Annual Action Plan period does not align with the federal fiscal year.

Submitted by:

Signed by:
Ashley Jackson
E74FAB09C8814A9...
Ashley Gresley
Community Services Department

Reviewed by:

DocuSigned by:
A3538E7AEC704F4...
Contracts & Procurement

Acknowledged by:

DocuSigned by:
A8574B4B9ECB492...
Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
Jan Fritz, CAO

Docusign Envelope ID: 8EC8B1CA-D817-4885-A91E-2D1E9CDC0EAB

MARION COUNTY
SUBRECIPIENT AGREEMENT

2025 Community Development Block Grant
(CDBG) Funds

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Liberty House,** hereinafter referred to as "Subrecipient".

Recitals

WHEREAS, the Subrecipient, a non-profit was chosen to receive funding as part of the PY2025 Annual Action Plan submitted by the County to the United States Department of Housing and Urban Development on July 9th, 2025; and

WHEREAS, the County intends to reimburse funds for wages and operation of the Liberty House services in North Marion County not to exceed $113,016.00; per 2 CFR 200.405 and

WHEREAS, Subrecipient shall be responsible for continuing to operate the program in a manner that meets a Low to Moderate Income (LMI) national objective for the CDBG program

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

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

A. Exhibit A (The Application)
B. Exhibit B (Required Federal Terms and Conditions)
C. Exhibit C (Federal Funding Information for Subrecipients)
D. Exhibit D (Federal Funding Accountability and Transparency Act Certification)
E. Exhibit E RESERVED
F. Exhibit F (Section 3 of the Housing and Community Development Act)
G. Exhibit G (Fair Housing and Accessibility Requirements)
H. Exhibit H (Community Development Block Grant Monitoring Procedures)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **July 1, 2025, through June 30, 2028**. Subrecipients' costs shall be expended by June 30, 2028.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, The Application (the "Work") in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Docusign Envelope ID: 8EC8B1CA-D817-4885-A91E-2D1E9CDC0EAB

Subrecipient shall be responsible for continuing to offer the program for the duration of the agreement or until funds have been expended.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of One Hundred and Thirteen Thousand Sixteen dollars ($113,016.00) (the "Grant") in order to provide staffing for eligible program activities. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A.

Quarterly reports should accompany requests for reimbursement and include demographics of population served. Reports should be submitted no more than 45 days following the end of each quarter as follows:

1) July 1-September 30
2) October 1-December 31
3) January 1-March 31
4) April 1-June 30

Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient shall receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation.

Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

A. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work per 2 CFR 200.305. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

B. Grant distributions shall be made by the County. All requests for reimbursement and supporting documentation shall be submitted to the CDBG/HOME Program Manager or to the Community Services Office Manager.

C. County will be responsible for submitting the draw requests to HUD and will notify Subrecipient when funds are available for all reimbursements. All backup documentation (invoices, timesheets, etc.) shall be submitted with the request for reimbursement.

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Invoices must be submitted no more than 45 days following the end of the quarter or following the signature date of this agreement for timely processing.

1) July 1-September 30
2) October 1-December 31
3) January 1-March 31
4) April 1-June 30

7. Nonexclusive Remedies Related to Funding

A. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County regarding its performance under this Agreement as well as satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work, is in noncompliance or ineligible with CDBG funding or program objectives, or is unsubstantiated by related documentation.

B. Redistribution or Retention of Funds

i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding and may redistribute such funds to other Subrecipients.

ii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowable costs, or fraud.

8. Termination

A. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors, or assigns, as determined by the County in its sole discretion.

B. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately

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perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

i. Subrecipient fails to fulfill any of its obligations under this Agreement in a timely manner;

ii. Subrecipient fails to comply timely with directives received from the County;

iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;

iv. Funding for grant programs is denied, suspended, reduced or eliminated;

v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);

vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;

vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;

viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any Federal or State department or local government, including the County.

C. Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;

i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;

ii. The County provides one or more material directives which are contrary to Federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law.

D. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

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E. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

F. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.

G. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, orotherwise.

9. Conflict of Interest

Subrecipient understands and agrees it must maintain a Conflict-of-Interest Policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential Conflict of Interest. Any perceived or actual Conflict of Interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. Governing Law; Venue; Consent to Jurisdiction

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

11. No Third-Party Beneficiaries

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

12. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when delivered.

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County Contact Person: CDBG/HOME Program Manager (Community Services Department)
Contact Telephone Number: 503-588-7975
E-Mail Address: csreporting@co.marion.or.us
Mailing Address: PO Box 14500 Salem, OR. 97309

13. Confidentiality

Subrecipient shall require and cause its Subcontractors and vendors, including officers, employees, and agents shall protect the confidentiality of all information concerning clients and other applicants and recipients of services funded by this Agreement. Neither Subrecipient nor Subcontractor shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant, or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

14. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the Federal or State government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County

15. Monitoring Required

A. County Authorized to Monitor Subrecipient

The County shall perform a Risk Assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure that the CDBG program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the CDBG program; and that CDBG program performance goals are achieved.

i. The County monitoring of Subrecipient shall include at a minimum:

a. Reviewing financial and performance reports.

b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the CDBG program, other Federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.

c. Issuing a management decision for applicable audit findings pertaining only to the Federal award.

d. The County is responsible for resolving audit findings specifically related to the CDBG program and not responsible for resolving cross-cutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.,* has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-

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up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

a. Provide Subrecipients with training and technical assistance on CDBG program- related matters; and

b. Perform on-site reviews of the Subrecipient's CDBG program operations;

c. Arrange for agreed-upon-procedures engagements as described in § 200.425.

B. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

D. The activities of any Subcontractor shall be monitored to ensure that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

16. Remedies

A. If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient’s eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

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B. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

C. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power, or privilege.

D. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Build America, Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

18. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable State and Federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

19. Unallowable Costs - Lobbying Activities, Religious Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. The subrecipient agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

20. Disallowance of Costs

The County neither is responsible for, nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers, or agents. If a cost is disallowed by the County after reimbursement

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has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

21. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of State and Federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

22. Records Access

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its Agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of Section 23 and to grant right of access to and ownership by the County of the Subrecipients' books and records related to this Agreement.

23. Audits

If Subrecipient expends $750,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

24. Subcontractor Agreements

The County shall approve all Subcontractors prior to Subrecipient entering into Subcontractor agreements. Subrecipient shall ensure all Subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its Subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its Subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

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Subrecipient shall have a written contract with each Subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

A. The services that the Subcontractor must provide related to the project.

B. The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).

C. The Subrecipient's and the County' monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.

D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or ofSubrecipient.

E. Subrecipient may enter into agreements with Contractors or Subcontractors (collectively, "Subcontracts") for performance of the Project.

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

F. Subrecipient shall include Exhibits B, D, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

25. Insurance Requirements

Subrecipient's Agency shall provide insurance coverage and limits as described below. All insurance carried by the Agency must be primary to and non-contributory with an insurance, including self-insurance or retentions carried by the County.

A. **Workers Compensation Insurance**. Subrecipient shall comply with ORS 656.017, which requires subject employers to provide Oregon Workers Compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Subrecipient or Subrecipient's employees and subcontractors. Subrecipient shall provide and maintain Workers' Compensation coverage for its employees, officers, agents, or partners as required by applicable Workers' Compensation laws including employers' liability with limits not less than $500,000 for each.

B. **Commercial General Liability Insurance**. Subrecipient shall at all times carry a Commercial General Liability Insurance policy for at least $1,000,000 per occurrence and at least $2,000,000 in the aggregate

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per project, for Bodily Injury. Property Damage and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement.

☒ Required by County ☐ Not Required by County

C. **Automobile Liability Insurance**. Subrecipient shall at all times carry automobile liability insurance in the amount of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Subrecipient's vehicles, whether owned, hired, or non-owned, which coverage is for Marion County, its agents, officers, elected officials, and employees.

☒ Required by County ☐Not Required by County

D. **Professional Liability/Errors and Omissions Insurance.** Subrecipient shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than $1,000,000 each occurrence (or each claim if coverage is afforded on a claim made basis) and $2,000,000 in the annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.

☐ Required by County ☒ Not Required by County

E. **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and when coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor, and Contractor's employees and volunteers. Policy endorsements definition of an insured shall include the Contractor and the Contractors employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Any annual aggregate limit shall not be less than $3,000,000.

F. **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made "basis, Subrecipient shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.

G. **Bonding**. The Subrecipient shall ensure that every director, officer, employee who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into the Subrecipient project accounts or issuing financial documents, checks, or other instruments of payment for projects be bonded or covered under a Commercial Crime policy for protection against loss. The Bond or Commercial Crime policy must be endorsed to add "Client Coverage". The amount of the coverage must be $100,000 or the total amount received by the Subrecipient pursuant to this Agreement, whichever is greater, and must be secured until the entire amount is repaid in accordance with the terms of the Promissory Note and Trust Deed. The Subrecipient shall provide the County with a copy of the bonding instrument, or a certification of coverage form the Bonding Company or Commercial Crime policy issuer.

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H. **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the Certificate of Insurance and no deductible or retention may exceed $25,000 without the prior written consent of the County.

I. **Additional Insureds**. The County, its agents, officers, elected officials, and employees all while acting in their official capacity as such, must be named as additional insureds on all insurance, other than Worker's Compensation Insurance and Professional Liability Insurance, required under this Agreement. The additional insured status must includeboth ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include "cross-liability" coverage as provided under the standards ISO form "Separation of Insured" clause.

J. **Proof of Insurance**. The Subrecipient shall deliver to the County, prior to the commencement of the work, a Certificate of Insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).

K. **Notice of Cancellation**. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

L. **Flood Plain Insurance**. Will be required for any structures built/rehabilitated within the Flood Plain

☐ Required by County ☒ Not Required by County

M. **Subcontractor/Subgrantee Insurance**. Subrecipient shall require and verify that all of its Subcontractors or Subgrantees of any tier provide insurance coverage and limits identical to the insurance required of the Subrecipient under this Agreement unless this requirement is expressly modified or waived by the County.

N. **Self-Insurance**. If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A Certification of Self-Insurance shall constitute compliance with the section.

O. **Acceptability of Insurers**. All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the State of Oregon. Insurance is to be placed with a carrier(s) having a Best's rating of no less than A: VII. Any exception must be approved by the County.

P. **Builders Risk Insurance**. In addition to the requirements above, if this Agreement is for a capital project, the following will also be required.

i. During the term of this Agreement, for new construction, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk Insurance on an all-risk form, including earthquake and flood, for an amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion. The Subrecipient shall or shall require Owner to name Marion County as additional insured under the Builder's Risk Insurance Policy and any loss shall be adjusted by the Subrecipient, Owner, and County, as their interests may

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appear. The Property Insurance deductibles will be no more than $25,000 per occurrence. The Subrecipient shall or shall require the Owner to pay costs not covered because of such deductibles.

ii. Insurance-Reconstruction following Casualty

Q. **Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement and the Trust Deed required therein, against loss or damage by fire and such other risks, including earthquake and flood, written on an "All Risk" form on a replacement cost basis, including coverage for loss or damage due to leakage of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.

R. **Insurance Casualties**. Insurance proceeds - In the event of any loss, damage or casualty which is covered by the insurance described in paragraphs (1) and (2) of subsection M, the parties associated with this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance. Proceeds shall be held in trust by the County (including interest earned by the County on such proceeds) for use in accordance with the terms of this Agreement. The parties recognize that insurance proceeds shall be used for the purpose of repairing and restoring the improvements damaged by the casualty to their former condition or replacement of the same with equivalent or more suitable improvements.

S. **Insured Casualties**. Reconstruction - using such insurance proceeds (set forth in paragraph(II) above, the parties shall proceed with reasonable diligence as soon as sufficient funds are available to prepare plans and specifications for, and thereafter carry out, all work necessary: (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/ or improvements on the premises to a qualify and usefulness for the Project described in the application submitted by the Subrecipient for the CDBG funding and the plans associated therewith, at least equivalent to, or more suitable than, the building and or improvements which were damaged.

Further, it shall be an affirmative obligation of the Subrecipient to notify the County within two (2) business days of the cancellation or substantive change of any insurance policy or endorsement required herein, and failure to do so shall constitute a breach of this Agreement.

The County, in its sole discretion, may waive or modify some or all the insurance required in Section 24 of this Agreement. Any such waiver or modification must be approved in writing by the Risk Manager and or Legal in conjunction with other County departments.

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

26. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an Independent Contractor. Subrecipient is not an officer, employee, or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the Federal Government for the work covered by this Agreement.

27. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

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28. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

29. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

30. Grant Funds

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

31. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, or agents under this Agreement.

Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

32. Subrecipient Procurements

Subrecipients are responsible for ensuring that any procurement using CDBG funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition. Subrecipient must ensure adherence to all applicable Local, State, and Federal Procurement Laws and Regulations.

33. Prevailing Wage

Per Marion County Adopted CDBG Acquisition and Infrastructure Manual the Davis Bacon and Related Acts (DBRA) requires all Contractors and Subcontractors performing work on Federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

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Federal Davis-Bacon Prevailing Wage Rate requirements apply to your project if you are proposing a CDBG-funded project that will involve construction or rehabilitation of a public facility (i.e., a homeless shelter), installation of public improvements to support affordable housing (i.e., street, water/sewer lines), or rehabilitation of multifamily housing containing eight or more assisted units. If it is determined that your project must comply with the Davis Bacon Act Prevailing Wage Laws, the following will apply:

A. The prevailing wage rate requirements that may apply to the project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (Federal "Davis-Bacon Act"). If applicable, Subrecipient shall:

i. Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate Public Works Bonds with the Construction Contractors Board;

ii. 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; and

iii. Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Subrecipient is a "Public Body" and the project is a "Qualified Project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Subrecipient shall require each Contactor in a contract with an estimated cost of $200,000 or greater to:

a. Enter into a Project Labor Agreement that, at a minimum, provides for payment of wages at or above the Prevailing Wage Rate;

b. Employ apprentices to perform 15 percent (15%) of the work hours that workers in apprentice able occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;

c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent (15%) of total work hours performed by individuals in one or more of those groups; and

d. Require any Subcontractor engaged by the Contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the Subcontract has an estimated cost of $200,000 or greater.

B. Subrecipient 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.

C. Pursuant to ORS 279C.817, Subrecipient may request that the Commissioner of BOLI make a determination about whether the project is a public works on which payment of the Prevailing Wage Rate is required under ORS 279C.840.

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34. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

35. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

36. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

37. Merger Clause

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. 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 County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

A. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;

B. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

C. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and shall not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subrecipient is bound by and shall comply with all requirements, terms and conditions contained in this Agreement; and

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E. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

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SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date

Authorized Signature:	DocuSigned by: A8574B4B9ECB492...	7/23/2025
Community Services Director		Date
Authorized Signature:	DocuSigned by: DC16351248DE4EC...	8/1/2025
Chief Administrative Officer		Date
Reviewed by Signature:	Signed by: 60C98A6F708240B...	7/31/2025
Marion County Legal Counsel		Date
Reviewed by Signature:	DocuSigned by: A3538E7AEC704F4...	7/23/2025
Marion County Contracts & Procurement		Date

LIBERTY HOUSE SIGNATURE:

Authorized Signature: _____
Date

Title: _____

2025-2026 Marion County CDBG / HOME Project Application

Section 1: Agency / Organization Information

Agency Name	Liberty House				
Agency Address	2685 4th St NE				
Agency City	Salem	State OR		Zip Code	97301
Agency UEI Number	FJ92VF9S1BD5				
Contact Name and Title	Peter Carrillo, Grant Specialist		Contact Phone	971-209-8951	
Contact Email	pcarrillo@libertyhousecenter.org		Agency Website	www.libertyhousecenter.org	

Section 2: Project Name and Summary Information

Project Name	Expanded Children's Advocacy Center Services in Woodburn	Total Request	$200,000
Loan Amount	N/A	Grant Amount	$200,000
Project Summary Description	This project will stabilize and help sustain a critical expansion that makes our services more accessible for the children and families of North Marion County. The funds will be allocated to critical program staff members like our medical providers, forensic interviewers, and support specialists. A portion of the funds will be allocated to lease costs as well. All of the funds from this grant will go toward major project expenses and help as we continue to expand services in North Marion County. Liberty House provides services that diagnose, treat and prevent child abuse, neglect, and other forms of early childhood trauma. Our main campus is located in Salem, which can be difficult to reach for some of the more remote communities in our region. For children and families living in places like Aurora, Donald, or St. Paul, the driving distance to Salem can be a significant barrier to access, especially for those without reliable transportation. Our community partners in North Marion County gave us testimonials of families who were taking public transit to multiple locations to find someone that could provide a medical assessment for their children. The region needed a local resource to help when children faced concerns of abuse or neglect. In 2021, leaders from the City of Woodburn requested that we open a clinic in the area and provided funding for the early phases of the project. We spent the next two years planning and fundraising to launch the project. In early 2024, we opened a new medical clinic equipped with forensic interviewing rooms and therapy offices. The new clinic is centrally located in Woodburn to significantly reduce the driving distances for services. In some places, it cut the distance in half, making our services much more accessible. In addition to making our comprehensive evaluations and forensic interviews more accessible, we've also been conducting significant outreach to inform and educate		

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	the community about our services. Specifically, we have reached out to local pediatric medical practices about the resources we can provide for them as well as for their patients. Child abuse pediatrics is a subspeciality of pediatric medicine, so our medical staff provide a unique service. It is important for the local medical community to know that we are a resource for referrals when they have concerns about child abuse or neglect. This funding would facilitate our ongoing critical services and outreach so that more children can access the care they need when they face concerns of abuse or neglect. Beyond opening the doors, we are working to ensure the long-term stability and sustainability of the project. We are nearing the second year of a five-year plan to make sure the clinic is a permanent part of the community in North Marion County. The expansions itself cost more than we estimated, but rather than hold off on serving children who need our help, Liberty House made significant investments into the project from our own reserves to launch the project. This grant will add stability to the expansion and help us continue to provide critical care for children facing concerns of abuse or neglect. The new medical clinic significantly enhances access to the care and services we provide in North Marion County. These are a critical part of the healing process for children and families who may have experienced abuse, neglect, and other forms of trauma. This support will help our services grow in the area and ensure that the community has access to trauma informed care when children are referred for concerns of abuse and neglect.
Project or Program Location	The funds from this grant will go toward our new clinic at 693 Ray J. Glatt Circle, Woodburn, OR 97071. The entirety of these funds will help Liberty House provide services in that location and will ensure children have better access to care and support when they face concerns of abuse or neglect. The North Marion County region is made up of several small towns, unincorporated communities, and vast areas of agricultural land. Woodburn has the largest population in this part of the County at around 29,000 individuals; however, most of the communities have a population under 10,000. Woodburn also has the largest percentage of Spanish-speaking individuals in the state. Approximately 56 percent of the population speaks Spanish or another Indigenous language at home according to the U.S. Census. We employ bilingual staff members in key positions in all our programs to help children and families receive services in the language they are most comfortable speaking. The communities we will serve with this grant are between the large metro areas of Portland and Salem and are a long driving distance from both cities. The region in general does not have access to many local social services, and the Oregon Office of Rural Health lists the area as medically underserved due to a lack of primary care and mental health providers. Our services in the area increase access to critical care and services un an underserved area.
Project Type	Public Service X Construction ☐ Renovation / Rehabilitation ☐ Public Infrastructure ☐ Economic Development ☐ Slum or Blight Removal ☐ Property Acquisition ☐ Urgent Need ☐

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Section 3: Project Timeline and Milestones

Project Start	**Start Date**	**Activity Description**	**End Date**	**Comments**
Planning/Initial Fundraising	Nov 2021	Project planning began with an invitation from City leadership in Woodburn to bring our services to the area. They provided the initial funding through an ARPA grant.	Dec 2023	
Milestone One	**Start Date**	**Activity Description**	**End Date**	**Comments**
Startup Costs raised	Jan 2022	Liberty House received significant community support and generous grants to begin the project. We also invested in the project from our own reserves in order to begin serving children as quickly as possible.	Dec 2023	
Milestone Two	**Start Date**	**Activity Description**	**End Date**	**Comments**
Outreach in Woodburn Begins	Mar 2022	The Liberty House Prevention Education Team begins work in Woodburn three days per week, providing abuse prevention education and outreach to lay the groundwork for our new clinic	Ongoing	Outreach in the area is an ongoing process to ensure community members are aware of our services.
Milestone Three	**Start Date**	**Activity Description**	**End Date**	**Comments**
Service Location chosen and tenant Improvements begin	Jun 2023	Liberty House began leasing the location on Ray J. Glatt Circle in Woodburn and began making repairs and improvements to the building.	Nov 2023	

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Milestone Four	**Start Date**	**Activity Description**	**End Date**	**Comments**
New Clinic Opens for services	Apr 2024	Liberty House held a ribbon cutting ceremony in April to coincide with Child Abuse Prevention Month and began providing services soon after.	Ongoing	
Project Closing	**Start Date**	**Activity Description**	**End Date**	**Comments**
Continued Support and Stabilization	Apr 2024	The closing part of this project is a five-year plan to sustain and stabilize the project. We will be part of the North Marion County community for the long-term, but there is additional work we need to do to ensure the project continues. This includes raising additional funds while referrals to our new medical clinic increase.	Apr 2029	

Section 4: Project Funding / Budget

Total Project Budget	$572,553.96	Portion funded with CDBG or HOME funds	$200,000	Lease: $50,000	Staffing costs: $150,000
Other Source 1 Name	Legacy Health	Other Source 1 Amount	$50,000.00	Status of Funding Source	Secured X Committed ☐ Applied For ☐
Other Source 2 Name	The Ford Family Foundation	Other Source 2 Amount	$75,000.00	Status of Funding Source	Secured X Committed ☐ Applied For ☐
Other Source 3 Name	The Roundhouse Foundation	Other Source 3 Amount	$30,000.00	Status of Funding Source	Secured X Committed ☐ Applied For ☐
Any Unfunded Amount	$217,553.96	Plan to Address the Funding	To address the gap in our funding that is not covered through the CDBG or our currently secured grants, Liberty House will leverage other sources of funding.		

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		Gap	We have several fundraising events throughout the year, and we also have a large and growing number of monthly donors who support our projects. Several foundations support our work, and we also receive some of our funding from grants from the State and Federal government. We will continue to pursue funding to ensure our project is sustainable. As a medical clinic, we can also bill insurance for services. This is an important source of program revenue, but it does not cover the full cost of the clinic. Our services require more staff per visit than a typical pediatric clinic. Each appointment requires a medical provider, forensic interviewer, a family support specialist, a clinic support staff member, and a medical interpreter depending on the needs of the family. The additional staff add to the cost per visit, but these expenses are necessary to provide an effective service for the child. We also never charge families directly for the cost of the clinic visit and do not turn anyone away for an inability to pay. Also, not all the children we serve have insurance. The reimbursement is helpful, but it cannot make the clinic self-sustaining. The CDBG grant will provide an important source of stability that will help us continue to sustain the project through its second year.

Section 5: Income and Location Data for Beneficiaries

Total Number of Households or Individuals Served Annually	120	Households ☐ Individuals X	Comments This is the number of children we expect to serve in North Marion County. The overall organization serves nearly 1,000 children per year.
Percentage of the Total that are at or Below 80% of the Area Median Income (AMI)	85%	Link to AMI Table https//www.co.marion.or.us/CS/Documents/2024AMIChart.pdf	
Percentage of the Total that Live Inside Marion County, but Outside of the Salem City Limits	100%	Link to City of Salem City Limits Mapping Tool https//www.cityofsalem.net/business/businessresources/community-profile/salem-city-limits	

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Section 6: Discrimination Prohibitions

Federal laws prohibit discrimination in housing and community development programs and activities because of race, color, religion, sex (including gender identity and sexual orientation), national origin, familial status, and disability. These obligations extend to recipients of HUD financial assistance, including subrecipients, as well as the operations of state and local governments and their agencies, and certain private organizations operating housing and community development services, programs, or activities.		
Does the applicant's agency / organization make limiting determinations regarding the delivery of services to its clients or beneficiaries based on any of the criteria listed above? No	If so, please provide a description of the limitations imposed	
Does the applicant's agency / organization impose any other requirements for your clients or beneficiaries to receive services? No	If so, please provide a description of the limitations imposed	

Section 7: Required Signatures

Name and Title of Person Completing this Application Peter Carrillo, Grant Specialist	Signature of Person Completing this Application Peter W. Carrillo	Date of Application 12/5/2024
Name and Title of Person Authorized to Submit this Application Peter Carrillo, Grant Specialist	Signature of Person Authorized to Submit this Application Peter W. Carrillo	Date Signed by Authorized Representative 12/5/2024

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Liberty House requested a $200,000 Community Development Block Grant in our original application to support our new medical services in North Marion County. We are submitting this amendment to provide clarification on how the funds will be used and the minimum amount that could still be useful for our services. If fully funded, $150,000 from this grant will be allocated to a team of services providers including:

- a medical provider
- a forensic interviewer
- a family support specialist, and
- a support service specialist

The remaining $50,000 will be allocated to lease costs. The grant will support our new expansion in North Marion County while we ramp up our services and reach more of the children in the area who need our help.

We began this expansion to more effectively serve the children and families of North Marion County and reduce barriers to access for our services. We received an ARPA grant in 2023 from Marion County which was important in our initial planning. That grant allowed us to hire a new medical provider while we prepared to open. We opened for services in 2024. Now in 2025, we are working to serve more children in the area and make progress toward our goal of long-term sustainability of the project.

Our teams provide services at both of our locations in Salem and Woodburn. The Salem Campus alone does not have the capacity needed to adequately address the number of children who are referred to us for services, so opening a clinic in Woodburn was a necessary step to ensure we are able to provide services at the level Marion County needs. Our Unified Business Model allows us to deploy staff in whichever clinic is closer to children referred to us for concerns of abuse, neglect, grief, and trauma. The annual cost for a team of four positions is close to $520,000 as explained in this breakdown:

Position	**Annual Expense (Including salaries and benefits)**
Medical Provider (MD)	$292,717.00
Forensic Interviewer	$87,756.00
Family Support Specialist	$81,160.00
Support Service Specialist	$57,494.00
Total Annual Cost	**$519,127.00**

As mentioned earlier, we deploy our teams where they are needed so children and families receive care closer to home. This increases access to services and ensures children can be seen quickly. With our main campus in Salem and our new satellite clinic in Woodburn, we can provide our services to minimize barriers to access for children referred to us for abuse and

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trauma. Our expansion and our work to increase access to services ensure children facing these situations can get the help they need.

We are able to deploy our teams in Salem or Woodburn depending on the needs of the children we are serving. With that in mind, our current estimate is that a year's staffing cost for our Woodburn Clinic alone is around $240,000. This is an estimate based on the amount of staff time dedicated to providing services in Woodburn. If funded, at the full amount we will allocate the $150,000 of our request as outlined below:

Position	**Grant allocation**
Medical Provider (MD)	$40,000
Forensic Interviewer	$50,000
Family Support Specialist	$30,000
Support Service Specialist	$30,000
Total allocated	**$150,000**

The remaining $50,000 of our request will be allocated to the lease cost of our clinic in Woodburn. Our lease is $286,929 annually.

The CDBG funding would arrive during our second full year of services – after we have expended several grants we received to launch the project. This is a critical time for the project while we are ramping up toward the new clinic being self-sustaining. We are reaching out to our MDT Partners in that area (law enforcement, Child Protective Services, and other agencies) to raise awareness of the new Liberty House clinic in their area and reach more of the children who need our help. This will take time as the community becomes aware of our new clinic providing essential services in the North Marion County region.

While we are ramping up our services in the area, community support is essential. The funding model for Children's Advocacy Centers is fragile. Federal and state government grants, along with insurance billing, cover about 67 percent of our budget. Each year, our community invests in our critical services. We have over a decade of a healthily sustained business model and no debt thanks to our consistent donor base, strong relationships with foundations, and fundraising events. The Community Development Block Grant will substantially stabilize our growth during the most critical point in the development of this project.

If the full amount of the request is unavailable, Liberty House would appreciate receiving an amount in the range of $100,000. If funded at that level, all of the funds would be allocated to staff costs at reduced amounts. This amount would still be incredibly useful while we are continuing to support our new expansion.

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Exhibit B -

APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report a11 suspected or reported violations to the Federal awarding agency.

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.SXX (Subpart F)

i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or Federal law.

ii. If Subrecipient expends Federal awards in excess of$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.

iii. Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

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

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

(N) See§ 200.216 Prohibition of certain telecommunications and video surveillance services or equipment.

(0) See § 200.323 Procurement of recovered materials.

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

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

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

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

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

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of $100,000 or more when the recipient received a total of $200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

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Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC l 70(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with HOME must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

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Exhibit C –

Federal Funding Information For Subrecipients As Required By 2 CFR200.331(a)[1]

1. Federal Award Identification	
(i) Subrecipient Name:	Liberty House
(ii) Unique Entity ID#:	FJ92VF9S1BD5
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal Award Date:	July 1, 2025
(v) Subaward Period of Performance (Start & End Date):	July 1, 2025-June 30, 2028
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement: a.1)	$113,016.00
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	
c) Total Amount of Federal **Award** committed to Subrecipient by PTE	$113,016.00
(vii) Federal **Award** Project Description:	
(viii) Identify the following:	
a) Federal awarding agency	U.S Housing & Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Danielle Bethell, Colm Willis, Kevin Cameron
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	14.218
b) Program Name:	CDBG
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	**N/A**
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	**N/A**
3. Additional Requirements or Comments (if any)	
Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark NIA.	

[1] Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(S). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name: Liberty House **CMS Number:** CS-6669-25

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

☐ Yes (Skip questions "A" and "B" and finish the certification)

☒ No (Proceed to questions "A" and "B")

A. Certification Regarding and Amount of Annual Gross Revenue from Federal Awards

Did your organization (1) receive 80% or more of its annual gross revenue **AND** (2) $25 million or more from federal awards and contracts during the preceding fiscal year?

☐ Yes **If "Yes," proceed to question "B".**

☒ No **If "No," skip** question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1034 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes If "Yes," where can this information be accessed? https://apps.irs.gov/app/eos/details/

☐ No If "No," you must provide the names and total compensation of the top five highly compensated executives below. (For example, John Blum: $500,000; Mary Redd: $50,000; etc.).

1		$
2		$
3		$
4		$
5		$

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Alison S. Kelley, JD — **Print Name of Authorized Representative**

Chief Executive Officer — **Print Title of Authorized Representative**

Alison S Kelley — **Signature of Authorized Representative**

7/8/25 — **Date**

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification (cont.)

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of $30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax- qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CRF 229.402(c)(2).

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Exhibit F-
Section 3 of the Housing and Community Development Act

(Applicable to contracts/subcontracts of $100,000 or more and when the funding recipient has received $200,000 or more in CDBG and/or other Federal funding)

A. If the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking application for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

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Exhibit G -
Fair Housing and Accessibility Requirements and Guidelines for Projects Receiving CDBG Funding

A broad and diverse range of building types, whether new, existing, or altered, must comply with at least some of the Federal or Oregon laws mandating accessibility for people with disabilities. The different laws and standards that contain accessibility requirements apply to different types of buildings, different building uses, different building ownerships or possession, different building funding, and different points in a building's life. Different sets of accessibility-related nondiscrimination requirements apply to the CDBG program: the Architectural Barriers Act, the Fair Housing Act, and the Americans with Disabilities Act (ADA), and Section 504. It is important to note that these requirements are not necessarily addressed in the building code.

CDBG applicants/recipients should alert their project architects that the provisions of the Architectural Barriers Act, the Fair Housing Act and the Americans with Disabilities Act are triggered due to Federal funding so the architect can design the construction or rehab project with these requirements in mind.

The Architectural Barriers Act

The Architectural Barriers Act of 1968 requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility, including a residential structure, designed, constructed, or altered with CDBG funds after December 11, 1995, and that meets the definition of a "building" (as defined below) is subject to the requirements of the Architectural Barriers Act as it is implemented through the Uniform Federal Accessibility (UFAS) (24 CFR Part 40 and 41 CFR Part 101). Your project architect should be familiar with the Uniform Federal Accessibility Standards.

Building: The term "building" means any building or facility (other than (A) a privately owned residential structure not leased by the Government for subsidized housing programs and (B) any building or facility on a military installation designed and constructed primarily for use by able bodied military personnel) the intended use for which either shall require that such building or facility be accessible to the public, or may result in the employment or residence therein of physically handicapped person, which building or facility is:

1) To be constructed or altered by or on behalf of the United States
2) To be leased in whole or in part by the United States after August 12, 1968; or
3) To be financed in whole or in part by a grant or a loan made by the United States after August 12, 1968, if such building or facility is subject to standards for design construction, or alteration issued under authority of the law authorizing such grant or loan.

The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The ADA also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable, and able to be carried out without much difficulty or expense.

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Section 504

HUD's regulations implementation Section 504 in Federally assisted programs services and activities are codified at 24 CFR Part 8. HUD's regulations at 24 CFR Part 8 apply to all applicants for, and recipients of, HUD financial assistance in the operation of programs or activities receiving such assistance.

Section 504 states:
"No otherwise qualified individual with disability in the United States... shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service."

HUD's Section 504 regulations define an individual with a disability as any person who has a physical or mental disability that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment (24 CFR 8.3). Major life activities including walking, talking hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as we11 as those who are perceived as having such impairment.

A person who meets the above definition, and who is otherwise qualified for the program, service or activity, is covered under Section 504. To be otherwise qualified means the individual meets the essential eligibility requirements, including, for example, requirements for tenancy if the program is a housing program.

Section 504 covers all programs, services and recipients of HUD financial assistance including, for example:

- Outreach and public contact, including contact with program applicants and participants
- Eligibility criteria
- Application process
- Admission to the program
- Tenancy, including eviction
- Service delivery
- Employment policies and practices

Section 504 Prohibitions Against Discrimination:

- Denying a qualified individual with disabilities the opportunity to participate in, or benefit from, the housing, aid, benefit, or service.
- Failing to afford a qualified individual with disabilities the opportunity for equal participation and benefit.

- Failing to provide a qualified individual with disabilities with a program or service that affords the same opportunity to benefit as afforded others.
- Providing different or separate housing, aid, benefits, or services based on disability unless providing such is necessary to provide housing or benefits that are as effective as that provided to persons without disabilities.
- Providing significant assistance to an agency, organization or person that discriminates based on disability in any aspect of a Federally assisted activity.

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- Denying a qualified individual with disabilities the opportunity to participate as a member of planning or advisory boards.
- Denying a dwelling to an otherwise qualified buyer or renter because of a disability.
- Limiting in any other manner a qualified individual with disabilities in the enjoyment of any right, privilege, advantage, or opportunity afforded to others.
- Providing programs or services to qualified individuals with disabilities in settings that are unnecessarily separate, segregated, or restricted.

Recipients' Responsibilities under Section. 504:

- Take steps to ensure effective communication with applicants, beneficiaries, and members of the public. (24 CFR 8.6)
- Take steps to ensure that employment activities, including job announcements, recruitment, interviews, hiring, work assignments, promotions, and dismissals, do not discriminate based on disability. (24 CFR 8.10-8.13)
- Ensure that all non-housing programs are operated in a manner that does not discriminate based on disability and that new construction and alterations of non-housing facilities are made accessible in accordance with applicable standards (24 CFR 8.21)
- Operate existing housing programs in a manner that does not discriminate based on disability, and take steps, as needed, to ensure that existing housing programs are readily accessible to and usable by persons with disabilities. Develop and implement a transition plan to assure compliance. (24 CFR 8.24)
- Provide reasonable accommodations which may be necessary for a person with disability to use or participate in the program, service, or activity; unless the recipient can demonstrate that the accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service, or activity. A reasonable accommodation is an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwelling, and may also include provision of auxiliary aids, such as readers, interpreters, and materials in accessible formats. (24 CFR 8.2, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33)
- Pay for a reasonable accommodation needed by the individual (e.g., a ramp to a unit) unless providing that accommodation would be an undue financial and administrative burden or a fundamental alteration of the program. (24 CFR 8.4, 8.22, 8.20, 8.21, 8.24, 8.25, 8.33)
- Ensure that all new construction of housing facilities is readily accessible to and usable by persons with disabilities and meets the requirements of applicable accessibility standards. (24 CFR 8.22 and 8.32)
- Ensure that substantial alterations, when undertaken, meet the requirements for new construction (24 CFR 8.23(a)) Ensure that all other alterations, to the maximum extent feasible, meet the requirements of the applicable accessibility standards (24 CFR 8.23(b))
- Conduct any required needs assessments (for recipients who are public housing agencies) to determine the extent to which the housing needs of persons with disabilities are being met in the recipient's program and in the community. (24 CFR 8.25)
- Distribute accessible dwelling units throughout projects and sites and make such units available in the same ranges of sizes and amenities to provide housing choices for persons with disabilities that are the same as those provided to others. (24 CFR 8.26)

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- Adopt suitable means to ensure persons with disabilities are made aware of the availability of accessible units and to maximize use of accessible units by individuals needing the features of these units (24 CFR 8.27)
- Conduct any required self-evaluations of programs, services, and activities to determine if they are programmatically and physically accessible to persons with disabilities, and involve persons with disabilities in these evaluations (24 CFR 8.51)
- Recipients with 15 or more employees must designate an employee to ensure the recipients programs, services and activities meet the requirements of Section 504; adopt a grievance procedure to effect due process standards and prompt and equitable resolutions of complaints. (24 CFR 8.53)
- Recipients must maintain records and reports of efforts to meet the requirements of Section 504, and keep these records on file so that they are available if a complaint is file, or if HUD conducts a compliance review (24 CFR 8.55)

The Fair Housing Act

The Federal Fair Housing Act makes it illegal for landlords, managers, homeowners, real estate agents, mortgage brokers lenders, banks, and others to discriminate against anyone based on:

- Race
- Color
- National Origin & Ethnicity
- Religion
- Family Status (families with children under 18)
- Physical or Mental Disability
- Sex & Gender

State Protected Classes Include:

- Marital Status
- Legal sources of income (except Section 8)
- Sexual orientation including gender identity
- Honorably discharged veterans/military status
- Survivors of domestic violence

Local jurisdictions may have additional protected classes that you should be aware of.
Multi-family dwellings consisting of four or more units, first occupied after March 13, 1991, must also meet the design and construction requirements of the Fair Housing Act.

Multifamily dwellings must be designed and constructed so that at least one building entrance is located on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site.

Multifamily dwellings with a building entrance on an accessible route will be designed and constructed so that:

1) The public and common use areas are readily accessible to and usable by handicapped persons.
2) The doors are designed to allow passage into and within the common areas are sufficiently wide to allow passage by handicapped persons in wheelchairs.

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All the covered (accessible) dwelling units contain the following features of adaptable design:

1) An accessible route into and through the covered dwelling unit.
2) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
3) Reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower, stall, and shower seat, where such facilities are provided.
4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Oregon Accessibility Laws

The State of Oregon has its own laws addressing certain aspects of accessibility:

- ORS 447.210 et seq., as originally enacted in 1971, applied only to government buildings, and incorporated only some of the then current ANSI A117.1 criteria. In subsequent years, the legislature extended the reach and breadth of the law. Current Oregon law is very broad, and even extends the reach of the ADA accessibility standards beyond those covered by the Federal law to include certain private educational facilities, "private membership clubs, and churches" when located in buildings of two stories or more which are either: a) over 4,000 square feet in ground floor area; or over 20 feet in height.
- ORS 447.233 contains explicit numerical requirements for accessible parking spaces and related signage, dimensional requirements, and access spaces.
- ORS 456.506 et seq., passed in 2003, adopted most of the accessibility criteria of the FHA and mandated they be included in all new non-owner-occupied housing, even single units, if those units were financed or subsidized in any way by state or Federal funds, guarantees, or tax credits.
- ORS 701.525 et seq., passed in 2005, requires the Oregon Construction Contractors Board ("CCB") to adopt by rule a model list of accessibility features those developers of residential housing may provide to customers purchasing new residential housing from the developer.
- ORS 447.231 mandates that the OSSC include the requirements of the ADA and FHA. Oregon's Building Codes Division ("BCD") has incorporated the 1.) current ADAAG standards; 2.) Fair Housing Accessibility Guidelines; and 3.) other Oregon laws, into the ossc.
- The current OSSC is based on the IBC, but it does not incorporate the most recent version of ICC/ANSI A117.1. Although that most recent version is part of the current IBC model code, the OSSC instead relies on the previous Al 17.1 standard. The OSSC has hesitated because the new A117.1 contains revisions proposed to Federal Accessibility Guidelines that have not yet been approved and adopted by the Access Board.

Rather, in order to comply with Oregon law, and to incorporate these three distinct standards into OSSC, BCD wrote a custom accessibility code unique to the OSSC. Chapter 11 of the OSSC is devoted completely to accessibility. It is important to remember that most of the laws mandating accessibility are Federal laws. While Chapter 11 incorporates the literal provisions of some of these laws, the ultimate authority for interpreting the meaning and consequence of Federal laws remains with those Federal agencies charged with their enforcement.

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Consequently, approval of project plans or inspection of actual construction by Oregon building officials is limited to compliance with OSSC, including Chapter 11. Building designers and construction contractors (and building owners) must independently consider Federal accessibility law and Federal agencies; interpretations of accessibility standards based on Federal accessibility laws.

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Exhibit H -
Community Development Block Grant (CDBG) Monitoring Procedure

The procedures outlined in this exhibit are designed to monitor use of Marion County CDBG funds. Through on-site and desk monitoring, the reviewer can determine whether the program participant's performance meets CDBG program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the Sponsor's ability to ensure that activities carried out meet compliance requirements
- Verify the accuracy of the program participant's record; and,
- Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

Eligibility and National Objective Compliance Criteria Documentation

As described in the CDBG regulations at 24 CFR 570.503, each Sponsor is required to maintain records that fully describe the assisted activity, including related financial and eligibility information, typically to show that the project funded with CDBG funding is benefiting low- and moderate-income individuals. The required documentation that must be maintained by the program participant is described at 24 CFR 570.506.

Approach to Monitoring

Marion County views monitoring not as a once a year or periodic exercise, but as an ongoing process involving continuous communication and evaluation. Such a process involves frequent. telephone/email contacts, written communications, analysis of reports and audits, and periodic meetings as needed. It is the responsibility of the Community Services Department staff to keep fully informed concerning Sponsors compliance with program requirements and the extent to which technical assistance is needed.

The overriding goal of monitoring is to determine compliance, prevent/identify deficiencies, and design corrective actions to improve or reinforce Sponsor performance. As part of this process the Community Services Department staff must be alert to fraud, waste and mismanagement or situations with potential for such abuse. Where possible, any identified deficiency in need of corrective action should be handled through discussion, negotiation, or technical assistance in a manner that maximizes local discretion. Monitoring also provides opportunities to identify program participant accomplishments as well as successful management, implementation, and evaluation techniques that might be replicated by other Sponsors.

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The Community Services Department staff shall conduct monitoring when projects are complete, with a few exceptions. The Community Services staff will revise the Monitoring Checklist annually to determine which are to be monitored. The Program Manager will be provided a copy of the monitoring schedule. Past practice has been to monitor all Sponsors who have spent funds since last year, but in years where there may be too many projects to monitor, staff will use their discretion to implement a method to calculate those projects that may be more vulnerable and require monitoring more than others.

Monitoring Standards

Because it is not always possible that the Community Services Department staff will be able to monitor all the program participant's activities, projects and /or functions, or even review activities in a specific area spanning a participant's entire program year, random sampling is generally expected to form the basis for drawing conclusions about the program participant's performance. Staff may choose to take a sufficient sample of projects to be monitored based on a "risk" calculation to determine a sampling of units to be monitored. In certain instances, however, non-random sample will be the more efficient method to use. Such cases include activities that have only a few projects to review, any activities with unresolved problems remaining from previous monitoring visits, any new types of activities being undertaken, and/or activities considered high risk. Note that any sample review or spot-check of program participant records that raises questions concerning the accuracy of the data indicates the need for further fo11ow-up.

All new competitively funded CDBG projects contracted in a given fiscal year will be monitored at least once. Public service projects will be monitored sometime in the fall, although delays are acceptable in order to accommodate staff capacity issues.

Public Facility and infrastructure projects will be monitored towards/at completion of the project-one time only.

Multi-year public service projects will be monitored annually (after first year's monitoring) if any of the following applies:

- Had findings/concerns in last year's monitoring
- Had findings in last completed 2 CFR 200 audit concerning CDBG funding
- Agency is less than 5 years old
- Agency is a first time Marion County CDBG recipient
- Staff determines that the complexity of project necessitates annual monitoring

The Community Services Department staff may decide to monitor a Sponsor more often as needed. The staff may also elect to monitor multiyear public service contracts every other year if all the following apply:

- Sponsor had no findings/concerns in last year's monitoring
- Had no findings in las completed 2 CFR 200 audit concerning CDBG funding (only if applicable-sometimes 2 CFR 200 not required)
- Is an agency more than 5 years old
- Has received CDBG funding in consecutive funding years
- Project scope has not changed
- Desk audits of voucher requests reveal no concerns

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On-Site Monitoring Procedure

The Community Services Department staff will call to set up an agreed upon time with Agency and follow-up with boilerplate letter and include the monitoring checklist to inform the agency being monitored about what staff will be looking at. The monitoring checklist will be filled out by the staff at the visit. In preparation for this visit, the agency should review the Monitoring Checklist to ensure records are ready for staff's review. The staff will complete this form during the monitoring visit.

Prior to the monitoring visit, the agency should send a letter certifying that Federal funding did or did not trigger the 2 CFR 200 audit requirements. A sample template to be used to compose this letter is contained at the end of this section. This letter should be signed by their Chief Financial Officer or Executive Director and returned to the Community Services Department staff prior to or no later than at the monitoring visit. Staff will also request a copy of the most recent financial audit, if applicable.

Once a copy of an audit from an agency is obtained, the Community Services Department staff will review the audit for any findings and record it in a federal tracking database. When possible, where Salem and the County have the same project with an agency, it would be preferred to coordinate monitoring visits to lessen the burden on the agency, to share methods for monitoring, to communicate same messages, etc.

2 CFR 200 Audit Responsibilities

All sponsors that expend $750,000 or more in Federal funds in a year must meet the audit requirements as specified in 0MB Circular 2 CFR 200. Additionally, all financial transactions with CDBG monies are subject to Federal audit. Each sponsor is required to permit independent auditors access to the records and financial statements at least once a year, or not less frequently than every two (2) years. Sponsors must be prepared to explain how transactions were made, why, and be able to account for any funds expended.

During an audit, the auditor will examine records to ascertain if:

1. Funds are properly budgeted and approved;
2. Budget revisions have been documented and approved;
3. Personnel charges are properly allocated to the block grant and based on payroll documents such as time and attendance records;
4. All expenditures can be traced to source documents (i.e., purchase orders, invoices, canceled checks);
5. Drawdowns have been timely;
6. Only allowable activities have been claimed as costs toward the project;
7. The sponsor's accounting system reflects all assets, liabilities, etc.;
8. Property has been managed and inventoried properly;
9. In-kind costs and costs billed to other funds are clearly documented; and,
10. If there are billings for indirect costs, a Federally approved indirect rate and allocation plan have been approved by HUD through OCD prior to the expenditure of any CDBG funds.

In addition, the auditor will ascertain if the sponsor's program has been accomplished in the manner set out in the application and/or the contract with the County.

Please note that in order for the Marion County CDBG Program to comply with Federal Regulations, Marion County Board of Commissioners strongly encourages all grant recipients to pursue the timely expenditure of their awarded funds.

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Community Services

Title: Subrecipient Agreement Marion Polk Food Share, Inc.

Management Update/Work Session Date: 7/29/2025 **Audio/Visual aids** ☐

Time Required: 10 minutes **Contact:** Steve Dickey **Phone:** 503-373-4334

Requested Action: Approve a contract with Marion Polk Food Share, Inc. to provide $300,000.00 in CDBG funding to support the purchase a new facility to be the hub of Marion County food bank and Meals on Wheels programs, in order to more effectively and efficiently serve the community for the next 30 plus years.

Issue, Description & Background: This agreement is to provide Marion Polk Food Share, Inc. with funding to support the acquisition of the Don Pancho Authentic Mexican Foods building to accommodate the growth in the record number of people facing hunger in Marion County whereas the current building can no longer accommodate or be modified any further than has historically been modified to fit the communities current needs. The identified facility is ideal for the current needs, requiring less remodeling than any other building considered and offering sufficient warehouse space, truck bays, and volunteer parking, as well as space to integrate the Meals on Wheels production kitchen and program staff.

Financial Impacts: No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD).

Impacts to Department & External Agencies: The approval of this grant will provide funding to help support the purchase of a new facility to be the hub of Marion County food bank and Meals on Wheels programs, in order to more effectively and efficiently serve the community for the next 30 plus years.

List of attachments: Contract CS-6671-25

Presenter: Steve Dickey

Department Head Signature: DocuSigned by: Lilli Wise A8574B4B9ECB492...

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Contract Review Sheet

Grant Agreement **CS-6671-25**

Title: **Subrecipient Agreement Marion Polk Food Share**

Contractor's Name: **Marion-Polk Food Share**

Department: **Community Services Department** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **(503) 584-7722**

Term - Date From: **July 1, 2025** Expires: **June 30, 2028**

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

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

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

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

Description of Services or Grant Award

This agreement is to help support the purchase of a new facility to be the hub for Marion Polk County Food Share Inc. food banking and Meals on Wheels programs, in order to more effectively and efficiently serve the community for the next 30 plus years.

Desired BOC Session Date: **8/20/2025** Contract should be in DocuSign by: **7/30/2025**

Agenda Planning Date **8/7/2025** Printed packets due in Finance: **8/5/2025**

Management Update **7/29/2025** BOC upload / Board Session email: **8/6/2025**

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

REQUIRED APPROVALS

DocuSigned by: 7/28/2025
Finance - Contracts — Date

Signed by: Ashley Jackson 8/4/2025
Contract Specialist — Date

Signed by: Scott Norris 8/1/2025
Legal Counsel — Date

DocuSigned by: Jan Fritz 8/1/2025
Chief Administrative Officer — Date

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REQUEST FOR AUTHORIZATION OF CONTRACT
CS-6671-25

Date: 7/7/2025
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Gresley

I. Subject: Retroactive

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Marion Polk Counties Food Share for Subrecipient Agreement Marion Polk Food Share with a value of $300,000.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1st through June 30th. However, the federal fiscal year is from October 1st through September 30th thus creating a delay in the accessibility of funds available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall.

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

For the stated reason in section A, Background.

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

This will not change as long as the HUD Annual Action Plan period does not align with the federal fiscal year.

Submitted by:

Signed by:
Ashley Jackson
E74FAB09C0814A9...
Ashley Gresley
Community Services Department

Reviewed by:

DocuSigned by:
A3598E7AEC704F4...
Contracts & Procurement

Acknowledged by:

DocuSigned by:
A8574B4B9ECB492...
Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
Jan Fritz, CAO

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MARION COUNTY
SUBRECIPIENT AGREEMENT

2025 Community Development Block Grant
(CDBG) Funds

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Marion Polk Food Share,** hereinafter referred to as "Subrecipient".

Recitals

WHEREAS, the Subrecipient, a non-profit was chosen to receive funding as part of the PY2025 Annual Action Plan submitted by the County to the United States Department of Housing and Urban Development on July 9th, 2025; and

WHEREAS, the County intends to support the purchase of a new facility of the Marion Polk Food Share Inc. for the Food Bank Expansion project not to exceed $300,000.00; per 2 CFR 200.405 and

WHEREAS, Subrecipient shall be responsible for continuing to operate the program in a manner that meets a Low to Moderate Income (LMI) national objective for the CDBG program

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

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

A. Exhibit A (The Application)
B. Exhibit B (Required Federal Terms and Conditions)
C. Exhibit C (Federal Funding Information for Subrecipients)
D. Exhibit D (Federal Funding Accountability and Transparency Act Certification)
E. Exhibit E RESERVED
F. Exhibit F (Section 3 of the Housing and Community Development Act)
G. Exhibit G (Fair Housing and Accessibility Requirements)
H. Exhibit H (Community Development Block Grant Monitoring Procedures)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **July 1, 2025, through June 30, 2028.** Subrecipients' costs shall be expended by June 30, 2028.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, The Application (the "Work") in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

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Subrecipient shall be responsible for continuing to offer the program for the duration of the agreement or until funds have been expended.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of Three Hundred Thousand dollars ($300,000.00) (the "Grant") in order to provide staffing for eligible program activities. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A.

Quarterly reports should accompany requests for reimbursement and include demographics of population served. Reports should be submitted no more than 45 days following the end of each quarter as follows:

1) July 1-September 30
2) October 1-December 31
3) January 1-March 31
4) April 1-June 30

Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient shall receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation.

Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

A. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work per 2 CFR 200.305. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

B. Grant distributions shall be made by the County. All requests for reimbursement and supporting documentation shall be submitted to the CDBG/HOME Program Manager or to the Community Services Office Manager.

C. County will be responsible for submitting the draw requests to HUD and will notify Subrecipient when funds are available for all reimbursements. All backup documentation (invoices, timesheets, etc.) shall be submitted with the request for reimbursement.

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Invoices must be submitted no more than 45 days following the end of the quarter or following the signature date of this agreement for timely processing.

1) July 1-September 30
2) October 1-December 31
3) January 1-March 31
4) April 1-June 30

7. Nonexclusive Remedies Related to Funding

A. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County regarding its performance under this Agreement as well as satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work, is in noncompliance or ineligible with CDBG funding or program objectives, or is unsubstantiated by related documentation.

B. Redistribution or Retention of Funds

i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding and may redistribute such funds to other Subrecipients.

ii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowable costs, or fraud.

8. Termination

A. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors, or assigns, as determined by the County in its sole discretion.

B. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately

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perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

i. Subrecipient fails to fulfill any of its obligations under this Agreement in a timely manner;

ii. Subrecipient fails to comply timely with directives received from the County;

iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;

iv. Funding for grant programs is denied, suspended, reduced or eliminated;

v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);

vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;

vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;

viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any Federal or State department or local government, including the County.

C. Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;

i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;

ii. The County provides one or more material directives which are contrary to Federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law.

D. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

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E. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

F. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.

G. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, orotherwise.

9. Conflict of Interest

Subrecipient understands and agrees it must maintain a Conflict-of-Interest Policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential Conflict of Interest. Any perceived or actual Conflict of Interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. Governing Law; Venue; Consent to Jurisdiction

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

11. No Third-Party Beneficiaries

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

12. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when delivered.

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County Contact Person: CDBG/HOME Program Manager (Community Services Department)
Contact Telephone Number: 503-588-7975
E-Mail Address: csreporting@co.marion.or.us
Mailing Address: PO Box 14500 Salem, OR. 97309

13. Confidentiality

Subrecipient shall require and cause its Subcontractors and vendors, including officers, employees, and agents shall protect the confidentiality of all information concerning clients and other applicants and recipients of services funded by this Agreement. Neither Subrecipient nor Subcontractor shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant, or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

14. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the Federal or State government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County

15. Monitoring Required

A. County Authorized to Monitor Subrecipient

The County shall perform a Risk Assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure that the CDBG program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the CDBG program; and that CDBG program performance goals are achieved.

i. The County monitoring of Subrecipient shall include at a minimum:

a. Reviewing financial and performance reports.

b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the CDBG program, other Federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.

c. Issuing a management decision for applicable audit findings pertaining only to the Federal award.

d. The County is responsible for resolving audit findings specifically related to the CDBG program and not responsible for resolving cross-cutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-

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up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

a. Provide Subrecipients with training and technical assistance on CDBG program- related matters; and

b. Perform on-site reviews of the Subrecipient's CDBG program operations;

c. Arrange for agreed-upon-procedures engagements as described in § 200.425.

B. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

D. The activities of any Subcontractor shall be monitored to ensure-that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

16. Remedies

A. If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

B. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

C. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power, or privilege.

D. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Build America, Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

18. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable State and Federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

19. Unallowable Costs - Lobbying Activities, Religious Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. The subrecipient agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

20. Disallowance of Costs

The County neither is responsible for, nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers, or agents. If a cost is disallowed by the County after reimbursement

has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

21. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of State and Federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

22. Records Access

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its Agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of Section 23 and to grant right of access to and ownership by the County of the Subrecipients' books and records related to this Agreement.

23. Audits

If Subrecipient expends $750,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

24. Subcontractor Agreements

The County shall approve all Subcontractors prior to Subrecipient entering into Subcontractor agreements. Subrecipient shall ensure all Subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its Subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its Subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each Subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

A. The services that the Subcontractor must provide related to the project.

B. The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).

C. The Subrecipient's and the County' monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.

D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or ofSubrecipient.

E. Subrecipient may enter into agreements with Contractors or Subcontractors (collectively, "Subcontracts") for performance of the Project.

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

F. Subrecipient shall include Exhibits B, D, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

25. Insurance Requirements

Subrecipient's Agency shall provide insurance coverage and limits as described below. All insurance carried by the Agency must be primary to and non-contributory with an insurance, including self-insurance or retentions carried by the County.

A. Workers Compensation Insurance. Subrecipient shall comply with ORS 656.017, which requires subject employers to provide Oregon Workers Compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Subrecipient or Subrecipient's employees and subcontractors. Subrecipient shall provide and maintain Workers' Compensation coverage for its employees, officers, agents, or partners as required by applicable Workers' Compensation laws including employers' liability with limits not less than $500,000 for each.

B. Commercial General Liability Insurance. Subrecipient shall at all times carry a Commercial General Liability Insurance policy for at least $1,000,000 per occurrence and at least $2,000,000 in the aggregate

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per project, for Bodily Injury. Property Damage and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement.

☒ Required by County ☐ Not Required by County

C. **Automobile Liability Insurance**. Subrecipient shall at all times carry automobile liability insurance in the amount of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Subrecipient's vehicles, whether owned, hired, or non-owned, which coverage is for Marion County, its agents, officers, elected officials, and employees.

☒ Required by County ☐Not Required by County

D. **Professional Liability/Errors and Omissions Insurance.** Subrecipient shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than $1,000,000 each occurrence (or each claim if coverage is afforded on a claim made basis) and $2,000,000 in the annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.

☐ Required by County ☒ Not Required by County

E. **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and when coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor, and Contractor's employees and volunteers. Policy endorsements definition of an insured shall include the Contractor and the Contractors employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Any annual aggregate limit shall not be less than $3,000,000.

F. **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made "basis, Subrecipient shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.

G. **Bonding**. The Subrecipient shall ensure that every director, officer, employee who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into the Subrecipient project accounts or issuing financial documents, checks, or other instruments of payment for projects be bonded or covered under a Commercial Crime policy for protection against loss. The Bond or Commercial Crime policy must be endorsed to add "Client Coverage". The amount of the coverage must be $100,000 or the total amount received by the Subrecipient pursuant to this Agreement, whichever is greater, and must be secured until the entire amount is repaid in accordance with the terms of the Promissory Note and Trust Deed. The Subrecipient shall provide the County with a copy of the bonding instrument, or a certification of coverage form the Bonding Company or Commercial Crime policy issuer.

H. **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the Certificate of Insurance and no deductible or retention may exceed $25,000 without the prior written consent of the County.

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I. **Additional Insureds**. The County, its agents, officers, elected officials, and employees all while acting in their official capacity as such, must be named as additional insureds on all insurance, other than Worker's Compensation Insurance and Professional Liability Insurance, required under this Agreement. The additional insured status must includeboth ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include "cross-liability" coverage as provided under the standards ISO form "Separation of Insured" clause.

J. **Proof of Insurance**. The Subrecipient shall deliver to the County, prior to the commencement of the work, a Certificate of Insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).

K. **Notice of Cancellation**. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

L. **Flood Plain Insurance**. Will be required for any structures built/rehabilitated within the Flood Plain

☐ Required by County ☒ Not Required by County

M. **Subcontractor/Subgrantee Insurance**. Subrecipient shall require and verify that all of its Subcontractors or Subgrantees of any tier provide insurance coverage and limits identical to the insurance required of the Subrecipient under this Agreement unless this requirement is expressly modified or waived by the County.

N. **Self-Insurance**. If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A Certification of Self-Insurance shall constitute compliance with the section.

O. **Acceptability of Insurers**. All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the State of Oregon. Insurance is to be placed with a carrier(s) having a Best's rating of no less than A: VII. Any exception must be approved by the County.

P. **Builders Risk Insurance**. In addition to the requirements above, if this Agreement is for a capital project, the following will also be required.

i. During the term of this Agreement, for new construction, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk Insurance on an all-risk form, including earthquake and flood, for an amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion. The Subrecipient shall or shall require Owner to name Marion County as additional insured under the Builder's Risk Insurance Policy and any loss shall be adjusted by the Subrecipient, Owner, and County, as their interests may appear. The Property Insurance deductibles will be no more than $25,000 per occurrence. The Subrecipient shall or shall require the Owner to pay costs not covered because of such deductibles.

ii. Insurance-Reconstruction following Casualty

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Q. **Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement and the Trust Deed required therein, against loss or damage by fire and such other risks, including earthquake and flood, written on an "All Risk" form on a replacement cost basis, including coverage for loss or damage due to leakage of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.

R. **Insurance Casualties**. Insurance proceeds - In the event of any loss, damage or casualty which is covered by the insurance described in paragraphs (1) and (2) of subsection M, the parties associated with this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance. Proceeds shall be held in trust by the County (including interest earned by the County on such proceeds) for use in accordance with the terms of this Agreement. The parties recognize that insurance proceeds shall be used for the purpose of repairing and restoring the improvements damaged by the casualty to their former condition or replacement of the same with equivalent or more suitable improvements.

S. **Insured Casualties**. Reconstruction - using such insurance proceeds (set forth in paragraph(II) above, the parties shall proceed with reasonable diligence as soon as sufficient funds are available to prepare plans and specifications for, and thereafter carry out, all work necessary: (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/ or improvements on the premises to a qualify and usefulness for the Project described in the application submitted by the Subrecipient for the CDBG funding and the plans associated therewith, at least equivalent to, or more suitable than, the building and or improvements which were damaged.

Further, it shall be an affirmative obligation of the Subrecipient to notify the County within two (2) business days of the cancellation or substantive change of any insurance policy or endorsement required herein, and failure to do so shall constitute a breach of this Agreement.

The County, in its sole discretion, may waive or modify some or all the insurance required in Section 24 of this Agreement. Any such waiver or modification must be approved in writing by the Risk Manager and or Legal in conjunction with other County departments.

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

26. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an Independent Contractor. Subrecipient is not an officer, employee, or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the Federal Government for the work covered by this Agreement.

27. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

28. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

29. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

30. Grant Funds

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

31. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, or agents under this Agreement.

Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

32. Subrecipient Procurements

Subrecipients are responsible for ensuring that any procurement using CDBG funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition. Subrecipient must ensure adherence to all applicable Local, State, and Federal Procurement Laws and Regulations.

33. Prevailing Wage

Per Marion County Adopted CDBG Acquisition and Infrastructure Manual the Davis Bacon and Related Acts (DBRA) requires all Contractors and Subcontractors performing work on Federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

Federal Davis-Bacon Prevailing Wage Rate requirements apply to your project if you are proposing a CDBG-funded project that will involve construction or rehabilitation of a public facility (i.e., a homeless shelter), installation of public improvements to support affordable housing (i.e., street, water/sewer lines), or rehabilitation of multifamily housing containing eight or more assisted units. If it is determined that your project must comply with the Davis Bacon Act Prevailing Wage Laws, the following will apply:

A. The prevailing wage rate requirements that may apply to the project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (Federal "Davis-Bacon Act"). If applicable, Subrecipient shall:

i. Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate Public Works Bonds with the Construction Contractors Board;

ii. 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; and

iii. Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Subrecipient is a "Public Body" and the project is a "Qualified Project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Subrecipient shall require each Contactor in a contract with an estimated cost of $200,000 or greater to:

a. Enter into a Project Labor Agreement that, at a minimum, provides for payment of wages at or above the Prevailing Wage Rate;

b. Employ apprentices to perform 15 percent (15%) of the work hours that workers in apprentice able occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;

c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent (15%) of total work hours performed by individuals in one or more of those groups; and

d. Require any Subcontractor engaged by the Contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the Subcontract has an estimated cost of $200,000 or greater.

B. Subrecipient 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.

C. Pursuant to ORS 279C.817, Subrecipient may request that the Commissioner of BOLI make a determination about whether the project is a public works on which payment of the Prevailing Wage Rate is required under ORS 279C.840.

34. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

35. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

36. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

37. Merger Clause

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. 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 County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

A. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;

B. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

C. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and shall not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subrecipient is bound by and shall comply with all requirements, terms and conditions contained in this Agreement; and

E. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

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Section 1: Agency / Organization Information

Agency Name					
Agency Address					
Agency City		State		Zip Code	
Agency UEI Number					
Contact Name and Title			Contact Phone		
Contact Email			Agency Website		

Section 2: Project Name and Summary Information

Project Name		Total Request	
Loan Amount		Grant Amount	
Project Summary Description			
Project or Program Location			
Project Type	Public Service ☐ Public Infrastructure ☐ Property Acquisition ☐	Construction ☐ Economic Development ☐ Urgent Need ☐	Renovation / Rehabilitation ☐ Slum or Blight Removal ☐

Section 3: Project Timeline and Milestones

Detailed Project Timeline	Describe the timeline associated with the major milestones of the project. This may be only a few milestones or several. Be sure to clearly identify the estimated start and end dates in the timeline.			
Project Start	Start Date	Activity Description	End Date	Comments

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Milestone One	Start Date	Activity Description	End Date	Comments
Milestone Two	Start Date	Activity Description	End Date	Comments
Milestone Three	Start Date	Activity Description	End Date	Comments
Milestone Four	Start Date	Activity Description	End Date	Comments
Milestone Five	Start Date	Activity Description	End Date	Comments
Milestone Six	Start Date	Activity Description	End Date	Comments
Project Closing	Start Date	Activity Description	End Date	Comments

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Section 4: Project Funding / Budget

Total Project Budget		Portion funded with CDBG or HOME funds			
Other Source 1 Name		Other Source 1 Amount		Status of Funding Source	Secured ☐ Committed ☐ Applied For ☐
Other Source 2 Name		Other Source 2 Amount		Status of Funding Source	Secured ☐ Committed ☐ Applied For ☐
Other Source 3 Name		Other Source 3 Amount		Status of Funding Source	Secured ☐ Committed ☐ Applied For ☐
Other Source 4 Name		Other Source 4 Amount		Status of Funding Source	Secured ☐ Committed ☐ Applied For ☐
Other Source 5 Name		Other Source 5 Amount		Status of Funding Source	Secured ☐ Committed ☐ Applied For ☐
Other Source 6 Name		Other Source 6 Amount		Status of Funding Source	Secured ☐ Committed ☐ Applied For ☐
Any Unfunded Amount		Plan to Address the Funding Gap			

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Section 5: Income and Location Data for Beneficiaries

Total Number of Households or Individuals Served Annually		Households ☐ Individuals ☐	Comments
Percentage of the Total that are at or Below 80% of the Area Median Income (AMI)		Link to AMI Table https//www.co.marion.or.us/CS/Documents/2024AMIChart.pdf	
Percentage of the Total that Live Inside Marion County, but Outside of the Salem City Limits		Link to City of Salem City Limits Mapping Tool https//www.cityofsalem.net/business/business-resources/community-profile/salem-city-limits	

Section 6: Discrimination Prohibitions

Federal laws prohibit discrimination in housing and community development programs and activities because of race, color, religion, sex (including gender identity and sexual orientation), national origin, familial status, and disability. These obligations extend to recipients of HUD financial assistance, including subrecipients, as well as the operations of state and local governments and their agencies, and certain private organizations operating housing and community development services, programs, or activities.

Does the applicant's agency / organization make limiting determinations regarding the delivery of services to its clients or beneficiaries based on any of the criteria listed above?	If so, please provide a description of the limitations imposed	
Does the applicant's agency / organization impose any other requirements for your clients or beneficiaries to receive services?	If so, please provide a description of the limitations imposed	

Section 7: Required Signatures

Name and Title of Person Completing this Application	Signature of Person Completing this Application	Date of Application
Name and Title of Person Authorized to Submit this Application	Signature of Person Authorized to Submit this Application Ian Dixon-McDonald	Date Signed by Authorized Representative

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Exhibit B -
APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.SXX (Subpart F)

i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or Federal law.

ii. If Subrecipient expends Federal awards in excess of$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days ofcompletion.

iii. Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

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

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

(N) See§ 200.216 Prohibition of certain telecommunications and video surveillance services or equipment.

(0) See § 200.323 Procurement of recovered materials.

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

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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.

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

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

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

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of $100,000 or more when the recipient received a total of $200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

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Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC l 70(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with HOME must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

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Exhibit C –

Federal Funding Information For Subrecipients As Required By 2 CFR200.331(a)[1]

1. Federal Award Identification	
(i) Subrecipient Name:	Marion Polk Food Share
(ii) Unique Entity ID#:	P6CSGNAEEU89
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal Award Date:	July 1, 2025
(v) Subaward Period of Performance (Start & End Date):	July 1, 2025-June 30, 2028
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement: a.1)	$300,000.00
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE). including this agreement:	
c) Total Amount of Federal **Award** committed to Subrecipient by PTE	$300,000.00
(vii) Federal **Award** Project Description:	
(viii) Identify the following:	
a) Federal awarding agency	U.S Housing & Urban Development
b) Pass-Through Entity.	Marion County
c) Contact info for awarding official:	Danielle Bethell, Colm Willis, Kevin Cameron
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	14.218
b) Program Name:	CDBG
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	**N/A**
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	**N/A**
3. Additional Requirements or Comments (if any)	
Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark NIA.	

[1]Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(S). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name: Marion Polk Food Share Inc. **CMS Number:** CS-6671-25

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

☐ Yes (Skip questions "A" and "B" and finish the certification)

☒ No (Proceed to questions "A" and "B")

A. **Certification Regarding and Amount of Annual Gross Revenue from Federal Awards**

Did your organization (1) receive 80% or more of its annual gross revenue **AND** (2) $25 million or more from federal awards and contracts during the preceding fiscal year?

☐ Yes **If "Yes," proceed to question "B".**

☒ No **If "No," skip** question "B" and finish the certification.

B. **Certification Regarding Public Access to Compensation Information**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1034 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes If "Yes," where can this information be accessed?

☐ No If "No," you must provide the names and total compensation of the top five highly compensated executives below. (For example, John Blum: $500,000; Mary Redd: $50,000; etc.).

1		$
2		$
3		$
4		$
5		$

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Tara Dixon-McDonald	Vice President of Programs
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Signature of Authorized Representative	7/2/25 **Date**

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification (cont.)

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of $30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax- qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CRF 229.402(c)(2).

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Exhibit F-
Section 3 of the Housing and Community Development Act

(Applicable to contracts/subcontracts of $100,000 or more and when the funding recipient has received $200,000 or more in CDBG and/or other Federal funding)

A. If the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking application for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

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Exhibit G -
Fair Housing and Accessibility Requirements and Guidelines for Projects Receiving CDBG Funding

A broad and diverse range of building types, whether new, existing, or altered, must comply with at least some of the Federal or Oregon laws mandating accessibility for people with disabilities. The different laws and standards that contain accessibility requirements apply to different types of buildings, different building uses, different building ownerships or possession, different building funding, and different points in a building's life. Different sets of accessibility-related nondiscrimination requirements apply to the CDBG program: the Architectural Barriers Act, the Fair Housing Act, and the Americans with Disabilities Act (ADA), and Section 504. It is important to note that these requirements are not necessarily addressed in the building code.

CDBG applicants/recipients should alert their project architects that the provisions of the Architectural Barriers Act, the Fair Housing Act and the Americans with Disabilities Act are triggered due to Federal funding so the architect can design the construction or rehab project with these requirements in mind.

The Architectural Barriers Act

The Architectural Barriers Act of 1968 requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility, including a residential structure, designed, constructed, or altered with CDBG funds after December 11, 1995, and that meets the definition of a "building" (as defined below) is subject to the requirements of the Architectural Barriers Act as it is implemented through the Uniform Federal Accessibility (UFAS) (24 CFR Part 40 and 41 CFR Part 101). Your project architect should be familiar with the Uniform Federal Accessibility Standards.

Building: The term "building" means any building or facility (other than (A) a privately owned residential structure not leased by the Government for subsidized housing programs and (B) any building or facility on a military installation designed and constructed primarily for use by able bodied military personnel) the intended use for which either shall require that such building or facility be accessible to the public, or may result in the employment or residence therein of physically handicapped person, which building or facility is:

1) To be constructed or altered by or on behalf of the United States
2) To be leased in whole or in part by the United States after August 12, 1968; or
3) To be financed in whole or in part by a grant or a loan made by the United States after August 12, 1968, if such building or facility is subject to standards for design construction, or alteration issued under authority of the law authorizing such grant or loan.

The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The ADA also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable, and able to be carried out without much difficulty or expense.

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Section 504

HUD's regulations implementation Section 504 in Federally assisted programs services and activities are codified at 24 CFR Part 8. HUD's regulations at 24 CFR Part 8 apply to all applicants for, and recipients of, HUD financial assistance in the operation of programs or activities receiving such assistance.

Section 504 states:
"No otherwise qualified individual with disability in the United States... shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service."

HUD's Section 504 regulations define an individual with a disability as any person who has a physical or mental disability that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment (24 CFR 8.3). Major life activities including walking, talking hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as well as those who are perceived as having such impairment.

A person who meets the above definition, and who is otherwise qualified for the program, service or activity, is covered under Section 504. To be otherwise qualified means the individual meets the essential eligibility requirements, including, for example, requirements for tenancy if the program is a housing program.

Section 504 covers all programs, services and recipients of HUD financial assistance including, for example:

- Outreach and public contact, including contact with program applicants and participants
- Eligibility criteria
- Application process
- Admission to the program
- Tenancy, including eviction
- Service delivery
- Employment policies and practices

Section 504 Prohibitions Against Discrimination:

- Denying a qualified individual with disabilities the opportunity to participate in, or benefit from, the housing, aid, benefit, or service.
- Failing to afford a qualified individual with disabilities the opportunity for equal participation and benefit.

- Failing to provide a qualified individual with disabilities with a program or service that affords the same opportunity to benefit as afforded others.
- Providing different or separate housing, aid, benefits, or services based on disability unless providing such is necessary to provide housing or benefits that are as effective as that provided to persons without disabilities.
- Providing significant assistance to an agency, organization or person that discriminates based on disability in any aspect of a Federally assisted activity.

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- Denying a qualified individual with disabilities the opportunity to participate as a member of planning or advisory boards.
- Denying a dwelling to an otherwise qualified buyer or renter because of a disability.
- Limiting in any other manner a qualified individual with disabilities in the enjoyment of any right, privilege, advantage, or opportunity afforded to others.
- Providing programs or services to qualified individuals with disabilities in settings that are unnecessarily separate, segregated, or restricted.

Recipients' Responsibilities under Section. 504:

- Take steps to ensure effective communication with applicants, beneficiaries, and members of the public. (24 CFR 8.6)
- Take steps to ensure that employment activities, including job announcements, recruitment, interviews, hiring, work assignments, promotions, and dismissals, do not discriminate based on disability. (24 CFR 8.10-8.13)
- Ensure that all non-housing programs are operated in a manner that does not discriminate based on disability and that new construction and alterations of non-housing facilities are made accessible in accordance with applicable standards (24 CFR 8.21)
- Operate existing housing programs in a manner that does not discriminate based on disability, and take steps, as needed, to ensure that existing housing programs are readily accessible to and usable by persons with disabilities. Develop and implement a transition plan to assure compliance. (24 CFR 8.24)
- Provide reasonable accommodations which may be necessary for a person with disability to use or participate in the program, service, or activity; unless the recipient can demonstrate that the accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service, or activity. A reasonable accommodation is an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwelling, and may also include provision of auxiliary aids, such as readers, interpreters, and materials in accessible formats. (24 CFR 8.2, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33)
- Pay for a reasonable accommodation needed by the individual (e.g., a ramp to a unit) unless providing that accommodation would be an undue financial and administrative burden or a fundamental alteration of the program. (24 CFR 8.4, 8.22, 8.20, 8.21, 8.24, 8.25, 8.33)
- Ensure that all new construction of housing facilities is readily accessible to and usable by persons with disabilities and meets the requirements of applicable accessibility standards. (24 CFR 8.22 and 8.32)
- Ensure that substantial alterations, when undertaken, meet the requirements for new construction (24 CFR 8.23(a)) Ensure that all other alterations, to the maximum extent feasible, meet the requirements of the applicable accessibility standards (24 CFR 8.23(b))
- Conduct any required needs assessments (for recipients who are public housing agencies) to determine the extent to which the housing needs of persons with disabilities are being met in the recipient's program and in the community. (24 CFR 8.25)
- Distribute accessible dwelling units throughout projects and sites and make such units available in the same ranges of sizes and amenities to provide housing choices for persons with disabilities that are the same as those provided to others. (24 CFR 8.26)

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- Adopt suitable means to ensure persons with disabilities are made aware of the availability of accessible units and to maximize use of accessible units by individuals needing the features of these units (24 CFR 8.27)
- Conduct any required self-evaluations of programs, services, and activities to determine if they are programmatically and physically accessible to persons with disabilities, and involve persons with disabilities in these evaluations (24 CFR8.51)
- Recipients with 15 or more employees must designate an employee to ensure the recipients programs, services and activities meet the requirements of Section 504; adopt a grievance procedure to effect due process standards and prompt and equitable resolutions of complaints. (24 CFR 8.53)
- Recipients must maintain records and reports of efforts to meet the requirements of Section 504, and keep these records on file so that they are available if a complaint is file, or if HUD conducts a compliance review (24 CFR 8.55)

The Fair Housing Act

The Federal Fair Housing Act makes it illegal for landlords, managers, homeowners, real estate agents, mortgage brokers lenders, banks, and others to discriminate against anyone based on:

- Race
- Color
- National Origin & Ethnicity
- Religion
- Family Status (families with children under 18)
- Physical or Mental Disability
- Sex & Gender

State Protected Classes Include:

- Marital Status
- Legal sources of income (except Section 8)
- Sexual orientation including gender identity
- Honorably discharged veterans/military status
- Survivors of domestic violence

Local jurisdictions may have additional protected classes that you should be aware of.
Multi-family dwellings consisting of four or more units, first occupied after March 13, 1991, must also meet the design and construction requirements of the Fair Housing Act.

Multifamily dwellings must be designed and constructed so that at least one building entrance is located on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site.

Multifamily dwellings with a building entrance on an accessible route will be designed and constructed so that:

1) The public and common use areas are readily accessible to and usable by handicapped persons.
2) The doors are designed to allow passage into and within the common areas are sufficiently wide to allow passage by handicapped persons inwheelchairs.

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All the covered (accessible) dwelling units contain the following features of adaptable design:

1) An accessible route into and through the covered dwelling unit.
2) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
3) Reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower, stall, and shower seat, where such facilities are provided.
4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Oregon Accessibility Laws

The State of Oregon has its own laws addressing certain aspects of accessibility:

- ORS 447.210 et seq., as originally enacted in 1971, applied only to government buildings, and incorporated only some of the then current ANSI A117.1 criteria. In subsequent years, the legislature extended the reach and breadth of the law. Current Oregon law is very broad, and even extends the reach of the ADA accessibility standards beyond those covered by the Federal law to include certain private educational facilities, "private membership clubs, and churches" when located in buildings of two stories or more which are either: a) over 4,000 square feet in ground floor area; or over 20 feet in height.
- ORS 447.233 contains explicit numerical requirements for accessible parking spaces and related signage, dimensional requirements, and access spaces.
- ORS 456.506 et seq., passed in 2003, adopted most of the accessibility criteria of the FHA and mandated they be included in all new non-owner-occupied housing, even single units, if those units were financed or subsidized in any way by state or Federal funds, guarantees, or tax credits.
- ORS 701.525 et seq., passed in 2005, requires the Oregon Construction Contractors Board ("CCB") to adopt by rule a model list of accessibility features those developers of residential housing may provide to customers purchasing new residential housing from the developer.
- ORS 447.231 mandates that the OSSC include the requirements of the ADA and FHA. Oregon's Building Codes Division ("BCD") has incorporated the 1.) current ADAAG standards; 2.) Fair Housing Accessibility Guidelines; and 3.) other Oregon laws, into the

  ossc.
- The current OSSC is based on the IBC, but it does not incorporate the most recent version of ICC/ANSI A117.1. Although that most recent version is part of the current IBC model code, the OSSC instead relies on the previous Al 17.1 standard. The OSSC has hesitated because the new A117.1 contains revisions proposed to Federal Accessibility Guidelines that have not yet been approved and adopted by the Access Board.

Rather, in order to comply with Oregon law, and to incorporate these three distinct standards into OSSC, BCD wrote a custom accessibility code unique to the OSSC. Chapter 11 of the OSSC is devoted completely to accessibility. It is important to remember that most of the laws mandating accessibility are Federal laws. While Chapter 11 incorporates the literal provisions of some of these laws, the ultimate authority for interpreting the meaning and consequence of Federal laws remains with those Federal agencies charged with their enforcement.

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Consequently, approval of project plans or inspection of actual construction by Oregon building officials is limited to compliance with OSSC, including Chapter 11. Building designers and construction contractors (and building owners) must independently consider Federal accessibility law and Federal agencies; interpretations of accessibility standards based on Federal accessibility laws.

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Exhibit H -
Community Development Block Grant (CDBG) Monitoring Procedure

The procedures outlined in this exhibit are designed to monitor use of Marion County CDBG funds. Through on-site and desk monitoring, the reviewer can determine whether the program participant's performance meets CDBG program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the Sponsor's ability to ensure that activities carried out meet compliance requirements
- Verify the accuracy of the program participant's record; and,
- Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

Eligibility and National Objective Compliance Criteria Documentation

As described in the CDBG regulations at 24 CFR 570.503, each Sponsor is required to maintain records that fully describe the assisted activity, including related financial and eligibility information, typically to show that the project funded with CDBG funding is benefiting low- and moderate-income individuals. The required documentation that must be maintained by the program participant is described at 24 CFR 570.506.

Approach to Monitoring

Marion County views monitoring not as a once a year or periodic exercise, but as an ongoing process involving continuous communication and evaluation. Such a process involves frequent. telephone/email contacts, written communications, analysis of reports and audits, and periodic meetings as needed. It is the responsibility of the Community Services Department staff to keep fully informed concerning Sponsors compliance with program requirements and the extent to which technical assistance is needed.

The overriding goal of monitoring is to determine compliance, prevent/identify deficiencies, and design corrective actions to improve or reinforce Sponsor performance. As part of this process the Community Services Department staff must be alert to fraud, waste and mismanagement or situations with potential for such abuse. Where possible, any identified deficiency in need of corrective action should be handled through discussion, negotiation, or technical assistance in a manner that maximizes local discretion. Monitoring also provides opportunities to identify program participant accomplishments as well as successful management, implementation, and evaluation techniques that might be replicated by other Sponsors.

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The Community Services Department staff shall conduct monitoring when projects are complete, with a few exceptions. The Community Services staff will revise the Monitoring Checklist annually to determine which are to be monitored. The Program Manager will be provided a copy of the monitoring schedule. Past practice has been to monitor all Sponsors who have spent funds since last year, but in years where there may be too many projects to monitor, staff will use their discretion to implement a method to calculate those projects that may be more vulnerable and require monitoring more than others.

Monitoring Standards

Because it is not always possible that the Community Services Department staff will be able to monitor all the program participant's activities, projects and /or functions, or even review activities in a specific area spanning a participant's entire program year, random sampling is generally expected to form the basis for drawing conclusions about the program participant's performance. Staff may choose to take a sufficient sample of projects to be monitored based on a "risk" calculation to determine a sampling of units to be monitored. In certain instances, however, non-random sample will be the more efficient method to use. Such cases include activities that have only a few projects to review, any activities with unresolved problems remaining from previous monitoring visits, any new types of activities being undertaken, and/or activities considered high risk. Note that any sample review or spot-check of program participant records that raises questions concerning the accuracy of the data indicates the need for further follow-up.

All new competitively funded CDBG projects contracted in a given fiscal year will be monitored at least once. Public service projects will be monitored sometime in the fall, although delays are acceptable in order to accommodate staff capacity issues.

Public Facility and infrastructure projects will be monitored towards/at completion of the project-one time only.

Multi-year public service projects will be monitored annually (after first year's monitoring) if any of the following applies:

- Had findings/concerns in last year's monitoring
- Had findings in last completed 2 CFR 200 audit concerning CDBG funding
- Agency is less than 5 years old
- Agency is a first time Marion County CDBG recipient
- Staff determines that the complexity of project necessitates annual monitoring

The Community Services Department staff may decide to monitor a Sponsor more often as needed. The staff may also elect to monitor multiyear public service contracts every other year if all the following apply:

- Sponsor had no findings/concerns in last year's monitoring
- Had no findings in las completed 2 CFR 200 audit concerning CDBG funding (only if applicable-sometimes 2 CFR 200 not required)
- Is an agency more than 5 years old
- Has received CDBG funding in consecutive funding years
- Project scope has not changed
- Desk audits of voucher requests reveal no concerns

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On-Site Monitoring Procedure

The Community Services Department staff will call to set up an agreed upon time with Agency and follow-up with boilerplate letter and include the monitoring checklist to inform the agency being monitored about what staff will be looking at. The monitoring checklist will be filled out by the staff at the visit. In preparation for this visit, the agency should review the Monitoring Checklist to ensure records are ready for staff's review. The staff will complete this form during the monitoring visit.

Prior to the monitoring visit, the agency should send a letter certifying that Federal funding did or did not trigger the 2 CFR 200 audit requirements. A sample template to be used to compose this letter is contained at the end of this section. This letter should be signed by their Chief Financial Officer or Executive Director and returned to the Community Services Department staff prior to or no later than at the monitoring visit. Staff will also request a copy of the most recent financial audit, if applicable.

Once a copy of an audit from an agency is obtained, the Community Services Department staff will review the audit for any findings and record it in a federal tracking database. When possible, where Salem and the County have the same project with an agency, it would be preferred to coordinate monitoring visits to lessen the burden on the agency, to share methods for monitoring, to communicate same messages, etc.

2 CFR 200 Audit Responsibilities

All sponsors that expend $750,000 or more in Federal funds in a year must meet the audit requirements as specified in 0MB Circular 2 CFR 200. Additionally, all financial transactions with CDBG monies are subject to Federal audit. Each sponsor is required to permit independent auditors access to the records and financial statements at least once a year, or not less frequently than every two (2) years. Sponsors must be prepared to explain how transactions were made, why, and be able to account for any funds expended.

During an audit, the auditor will examine records to ascertain if:

1. Funds are properly budgeted and approved;
2. Budget revisions have been documented and approved;
3. Personnel charges are properly allocated to the block grant and based on payroll documents such as time and attendance records;
4. All expenditures can be traced to source documents (i.e., purchase orders, invoices, canceled checks);
5. Drawdowns have been timely;
6. Only allowable activities have been claimed as costs toward the project;
7. The sponsor's accounting system reflects all assets, liabilities, etc.;
8. Property has been managed and inventoried properly;
9. In-kind costs and costs billed to other funds are clearly documented; and,
10. If there are billings for indirect costs, a Federally approved indirect rate and allocation plan have been approved by HUD through OCD prior to the expenditure of any CDBG funds.

In addition, the auditor will ascertain if the sponsor's program has been accomplished in the manner set out in the application and/or the contract with the County.

Please note that in order for the Marion County CDBG Program to comply with Federal Regulations, Marion County Board of Commissioners strongly encourages all grant recipients to pursue the timely expenditure of their awarded funds.

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/25

Department: Health & Human Services

Title: Mental Health IGA# PO-44300-00026019 Amendment No. 15

Management Update/Work Session Date: 8/5/25 **Audio/Visual aids** ☐

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

Requested Action:

Seeking Approval of Amendment 15 to the Intergovernmental Agreement with the Oregon Health Authority.

Issue, Description & Background:

#PO-44300-00026019: 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

Amendment 15 -Add funds of $6,807,888.60 and extend expiration date to 12/31/25 [6/30/25].

Previous amendments have added and redistributed funds.

Financial Impacts:

Total contract amount $31,454,558.99.

Impacts to Department & External Agencies:

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

List of attachments:

Amendment 1-15, Original

Presenter:

Ryan Matthews

Department Head Signature:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Docusign Envelope ID: 833FC68E-D77C-402F-B7C8-71D64BE80FC5

Contract Review Sheet

Intergovernmental Agreement **HE-5997-24 - Am15**

Title: **Mental Health IGA# PO-44300-00026019**

Contractor's Name: **Oregon Health Authority**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **January 1, 2024** Expires: **December 31, 2025**

Original Contract Amount: **$ 20,231,766.16** Previous Amendments Amount: **$ 4,414,904.23**

Current Amendment: **$ 6,807,888.60** New Contract Total: **$ 31,454,558.99** Amd% **55%**

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

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

#PO-44300-00026019: 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

Amendment 15 -Add funds of $6,807,888.60 and extend expiration date to 12/31/25 [6/30/25].

Desired BOC Session Date: **8/20/2025** Contract should be in DocuSign by: **7/30/2025**

Agenda Planning Date **8/7/2025** Printed packets due in Finance: **8/5/2025**

Management Update **8/5/2025** BOC upload / Board Session email: **8/6/2025**

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

REQUIRED APPROVALS

DocuSigned by: E4592AF8CAA542C... 8/6/2025
Finance - Contracts Date

Signed by: Kristina Ballow A38C58E8078E42B... 8/7/2025
Contract Specialist Date

Signed by: Scott Norris 60C98A6F708240B... 8/7/2025
Legal Counsel Date

DocuSigned by: Jan Fritz DC16351248DE4EC... 8/7/2025
Chief Administrative Officer Date

Docusign Envelope ID: 833FC68E-D77C-402F-B7C8-71D64BE80FC5

REQUEST FOR AUTHORIZATION OF CONTRACT
HE-5997-24

Date: July 15, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Kristina Ballow

I. Subject: Reinstatement

Marion County Health and Human Services is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Oregon Health Authority for Mental Health IGA# PO-44300-00026019 with a value of $31,454,558.99 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 12/31/2025.

A. BACKGROUND

B. These are incoming funds provided through an Intergovernmental Agreement (IGA #44300-00026019) from the Oregon Health Authority (OHA) to Marion County Health and Human Services (MCHHS). The funds support the financing of community mental health services, addiction treatment, recovery and prevention programs, and problem gambling services. The agreement became effective on January 1, 2024, and has been amended to add funds or update terms previously.

C. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

MCHHS received Amendment 15 from OHA on July 14, 2025, and submitted documents for compliance review immediately. The written request is within the allotted time but the original agreement already expired June 30, 2025. There are no additional services or changes to the scope of the original contract.

Signatures on following page

Docusign Envelope ID: 833FC68E-D77C-402F-B7C8-71D64BE80FC5

Submitted by:

Signed by:
Kristina Ballow
A38C58E8078E42B...

Kristina Ballow
Health and Human Services

Reviewed by:

DocuSigned by:
F4592AF8CAA542C...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DC16351248DE4EC...

Jan Fritz, CAO

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In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications, and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@odhsoha.oregon.gov or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT # PO-44300-00026019

FIFTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY 2024-2025 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES

This **Fifteenth** Amendment (this "**Amendment**") to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the "**Agreement**"), is entered into, as of July, 1, 2025 (the "**Effective Date**") by and between the State of Oregon acting by and through its Oregon Health Authority ("**OHA**") and **Marion County** (**"CMHP" or "County"**).

RECITALS

A. OHA and County finding it necessary to extend the time for entering into a new Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention (the "**New CFAA**") to allow County time to develop its Local Plan and Budget guided by the priorities in the New CFAA.

B. The New CFAA sets priorities related to the funds OHA will provide to County for behavioral health services. During the Extension Period (as hereinafter defined), County shall develop its Local Plan and Budget in accordance with those priorities and this Amendment.

C. OHA and County also desire to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1 **"Effective Date and Duration"** The date "**June 30, 2025"** is hereby deleted and replaced with the date **"December 31, 2025".** The following sentence is hereby added to the end of Section 1: "The time between June 30, 2025, and December 31, 2025, is referred to herein as the "**Extension Period**".

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~~**2.** Exhibit A "Definitions" Section 18. **only** to read as follows: language to be deleted or replaced is struck through; new language is **underlined and bold**.~~

~~**"Local Plan"** or **"Plan"** means a comprehensive plan, adopted by the Local Mental Health Authority and approved by OHA, that describes the delivery of Services and the methods by which the Services will be provided to the community. The Local Plan must be directed by and responsive to the Behavioral Health needs of the community and consistent with the requirements identified in ORS 430.630. **The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.**~~

3. **Exhibit B-1 "Service Descriptions" Section m. "AID AND ASSIST SERVICES, MHS04"**, subsection (4) "Special Reporting Requirements" the first paragraph is hereby deleted in its entirety and replaced with the following:

> "County shall prepare and electronically submit monthly MHS 04 reports using forms and procedures prescribed by OHA located at https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx no later than 15 calendar days following the end of each subject month for which Financial Assistance is awarded through this Agreement."

4. **For Services provided on and after the Effective Date of this Amendment, Exhibit C, "Financial Pages"** and service information in the Financial Assistance Award is hereby amended as described in **Attachment 1** attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.

5. **For Services provided on and after the Effective Date of this Amendment,** the following new section is added to **Exhibit E, "Special Terms and Conditions":**

"12. Local Plan and Budget. In accordance with ORS 430.630(9) and ORS 430.640(1)(f), County shall prepare a Local Plan and Budget using forms and procedures prescribed by OHA. During the Extension Period County shall develop its Local Plan and Budget and submit a draft of the same to OHA electronically for review to BHD.Contracts@oha.oregon.gov no later than October 1, 2025. The Local Plan and Budget must be finalized for approval by OHA no later than December 31, 2025, to execute the New CFAA."

6. **For Services provided on and after the Effective Date of this Amendment, Exhibit G, "Standard Terms and Conditions"** Section 8. c. **only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

c. OHA and County agree that this Amendment extends the Agreement to ~~September 1, 2025~~ **March 1, 2026**, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance Award") for Services performed, or not performed, by County during the 2024 calendar year and first quarter of the 2025-2027 biennium, prior to ~~July 1, 2025~~**January 1, 2026**. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is County authorized to provide any Services under this Agreement, and County is not required to provide any Services under the Agreement after ~~June 30, 2025~~ **December 31, 2025**.

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7. Capitalized words and phrases used but not defined herein have the meanings ascribed to them in the Agreement.

8. County represents and warrants to OHA that the representations and warranties of County set forth in the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

9. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

10. This Amendment may be executed in any number of counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed constitutes an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date .

12. Signatures.

Marion County

By:

See County Signature Page	Ryan Matthews	Administrator	
Authorized Signature	Printed Name	Title	

State of Oregon, acting by and through its Oregon Health Authority
By:

Authorized Signature	Printed Name	Title

Approved by: Director, OHA Health Systems Division
By:

Authorized Signature	Printed Name	Title

Approved for Legal Sufficiency:

Via e-mail by Lisa Gramp, Sr. Assistant Attorney General	July 3, 2025
Oregon Department of Justice	Date

Docusign Envelope ID: 833FC68E-D77C-402F-B7C8-71D64BE80FC5

SIGNATURE PAGE FOR
MENTAL HEALTH IGA# PO-44300-00026019 - HE-5997-24
between
MARION COUNTY and OREGON HEALTH AUTHORITY

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: DocuSigned by: Ryan Matthews 7D28A787656F458...	8/6/2025
Department Director or designee	Date
Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC...	8/7/2025
Chief Administrative Officer	Date
Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B...	8/7/2025
Marion County Legal Counsel	Date
Reviewed by Signature: DocuSigned by: E4592AF8CAA542C...	8/6/2025
Marion County Contracts & Procurement	Date

Docusign Envelope ID: 833FC68E-D77C-402F-B7C8-71D64BE80FC5

ATTACHMENT 1

EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: A0216
CONTRACT#: 026019 CONTRACTOR: MARION COUNTY
INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026														
63	BASEAD 420	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$13,016.71	$0.00	A	1		Y		
63	BASEAD 421	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$90,550.99	$0.00	A	1		Y		
63	BASEAD 450	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$9,621.04	$0.00	A	1		Y		
				TOTAL FOR SE# 63			$113,188.74	$0.00						
66	BASEAD 420	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$6,160.46	$0.00	A	1		Y		1
66	BASEAD 421	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$12,062.09	$0.00	A	1		Y		1
66	BASEAD 450	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$284,521.37	$0.00	A	1		Y		1
66	BASEAD 520	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$321,774.91	$0.00	A	1		Y		1
66	BASEAD 807	-0-	MARION CO.	7/1/2025 - 12/31/2025	0 /NA	$0.00	$11,853.75	$0.00	A	1		Y		1
				TOTAL FOR SE# 66			$636,372.58	$0.00						
				TOTAL FOR 2025-2026			$749,561.32	$0.00						
				TOTAL FOR A0216 026019			**$749,561.32**	**$0.00**						

Docusign Envelope ID: 833FC68E-D77C-402F-B7C8-71D64BE80FC5

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MARION COUNTY Contract#: 026019
DATE: 06/29/2025 REF#: 017

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2025-2027 Legislative Approved Budget (LAB) for Oregon Health Authority for the first 6-month period starting July 1, 2025 through December 31, 2025, as allocated for the 2025-2027 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may either be amended to further extend this Agreement or enter into a new agreement for the remaining term of the 2025-2027 biennium. Notwithstanding, this FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0216 1 These funds must result in the delivery of A&D 66 Services to a minimum of 804 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2024. Up to 20% of 804 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of $1200 per individual.

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MODIFICATION INPUT REVIEW REPORT

MOD#: M1182
CONTRACT#: 026019 CONTRACTOR: MARION COUNTY
INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026														
	BASE		SYSTEM MANAGEMENT AN											
1	804		MHS01	7/1/2025 - 12/31/2025	0 /NA	$0.00	$187,792.94	$0.00	A	1		Y		
	BCIVLM		SYS MGT CO-CHINOOK											
1	804		MHS01	7/1/2025 - 12/31/2025	0 /NA	$4,065.62	$24,393.72	$0.00	A	1		Y		1
	MHCI14		SYS MGT CO-CADENZA											
1	804		MHS01	7/1/2025 - 12/31/2025	0 /NA	$5,693.69	$34,162.14	$0.00	A	1		Y		2
				TOTAL FOR SE# 1			$246,348.80	$0.00						
	BASE		AID & ASSIST PROJECT											
4	804		AAP	7/1/2025 - 12/31/2025	0 /NA	$0.00	$509,341.23	$0.00	A	1		Y		
	BASE		AID & ASSIST PROJECT											
4	804		AAP	7/1/2025 - 12/31/2025	0 /NA	$0.00	$92,738.82	$0.00	C	1		Y		3
	BASE		AID & ASSIST PROJECT											
4	806		AAP	7/1/2025 - 12/31/2025	0 /NA	$0.00	$149,409.85	$0.00	A	1		Y		
				TOTAL FOR SE# 4			$751,489.90	$0.00						
	BASE		ASSERTIVE COMMUNITY											
5	804		MHACT	7/1/2025 - 12/31/2025	0 /NA	$0.00	$38,322.69	$0.00	A	1		Y		
				TOTAL FOR SE# 5			$38,322.69	$0.00						
	BASE		NI JAIL DIVERSION											
9	406		NIJAIL	7/1/2025 - 12/31/2025	0 /NA	$0.00	$154,793.15	$0.00	A	1		Y		
	BASE		NI JAIL DIVERSION											
9	804		NIJAIL	7/1/2025 - 12/31/2025	0 /NA	$0.00	$15,242.95	$0.00	A	1		Y		
				TOTAL FOR SE# 9			$170,036.10	$0.00						
	BASE		NI MH PROMOTION AND											
10	411		NIMHPP	7/1/2025 - 12/31/2025	0 /NA	$0.00	$58,716.86	$0.00	A	1		Y		
	BASE		NI MH PROMOTION AND											
10	804		NIMHPP	7/1/2025 - 12/31/2025	0 /NA	$0.00	$5,782.14	$0.00	A	1		Y		
				TOTAL FOR SE# 10			$64,499.00	$0.00						
	BASE		RENTAL ASSISTANCE PR											
12	804		RNTAST	7/1/2025 - 12/31/2025	0 /NA	$0.00	$236,227.78	$0.00	A	1		Y		
	BASE		RENTAL ASSISTANCE PR											

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MODIFICATION INPUT REVIEW REPORT

MOD#: M1182
CONTRACT#: 026019 CONTRACTOR: MARION COUNTY
INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026														
12	804		RNTAST	7/1/2025 - 12/31/2025	45 /SLT	$0.00	$240,480.25	$0.00	C		1	Y		4
				TOTAL FOR SE# 12			$476,708.03	$0.00						
	BASE		INVOICE SERVICES											
17	804		INVOIC	7/1/2025 - 12/31/2025	0 /NA	$0.00	$234,214.47	$0.00	C		1	Y		5
				TOTAL FOR SE# 17			$234,214.47	$0.00						
	CMHS		MH BLOCK GRANT											
20	301		BLOCK	7/1/2025 - 12/31/2025	0 /NA	$0.00	$191,738.66	$0.00	A		1	Y		
	BASE		NON-RESIDENTIAL MENT											
20	804		MHNRMH	7/1/2025 - 12/31/2025	0 /NA	$0.00	$818,628.32	$0.00	A		1	Y		
				TOTAL FOR SE# 20			$1,010,366.98	$0.00						
	BASE		ACUTE AND INTERMEDIA											
24	401		ACUTE	7/1/2025 - 12/31/2025	0 /NA	$0.00	$19,009.00	$0.00	A		1	Y		
	BASE		ACUTE AND INTERMEDIA											
24	804		ACUTE	7/1/2025 - 12/31/2025	0 /NA	$0.00	$404,520.00	$0.00	A		1	Y		
	BASE		ACUTE AND INTERMEDIA											
24	806		ACUTE	7/1/2025 - 12/31/2025	0 /NA	$0.00	$53,827.25	$0.00	A		1	Y		
				TOTAL FOR SE# 24			$477,356.25	$0.00						
	BASE		MOBILE CRISIS INTER											
25	406		CRISIS	7/1/2025 - 12/31/2025	0 /NA	$0.00	$300,338.48	$0.00	A		1	Y		
	BASE		MOBILE CRISIS INTER											
25	804		CRISIS	7/1/2025 - 12/31/2025	0 /NA	$0.00	$783,411.52	$0.00	A		1	Y		
	BASE		MOBILE CRISIS INTER											
25	806		CRISIS	7/1/2025 - 12/31/2025	0 /NA	$0.00	$509,560.25	$0.00	A		1	Y		
				TOTAL FOR SE# 25			$1,593,310.25	$0.00						
	BASE		EARLY ASSESSMENT AND											
26	804		EASA	7/1/2025 - 12/31/2025	0 /NA	$0.00	$10,026.67	$0.00	A		1	Y		
				TOTAL FOR SE# 26			$10,026.67	$0.00						
	BPSRBM		PSRB DESIG CLIENT											
30	804		PSRB	7/1/2025 - 12/31/2025	24 /SLT	$465.27	$113,416.24	$0.00	A		1	Y		
	BPSRBM		PSRB SH RNTSUB-STEPP											

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MODIFICATION INPUT REVIEW REPORT

MOD#: M1182
CONTRACT#: 026019 CONTRACTOR: MARION COUNTY
INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026														
30	804	PSRBR		7/1/2025 - 12/31/2025	5 /SLT	$407.20	$12,216.00	$0.00	A		1	Y		6
	BPSRBM	PSRB SH-STEPPING STO												
30	804	PSRBSH		7/1/2025 - 12/31/2025	5 /SLT	$2,241.28	$67,238.40	$0.00	A		1	Y		7
	JPSRBM	JPSRB DESIG CLIENT												
30	804	JPSRB		7/1/2025 - 12/31/2025	1 /SLT	$465.27	$2,791.62	$0.00	A		1	Y		
				TOTAL FOR SE# 30			$195,662.26	$0.00						
	BASE	GERO SPECIALISTS												
35	804	GERO		7/1/2025 - 12/31/2025	0 /NA	$0.00	$79,357.70	$0.00	A	35A	1	Y		
				TOTAL FOR SE# 35			$79,357.70	$0.00						
	BASE	SUPPORTED EMPLOYMENT												
38	406	SUPEMP		7/1/2025 - 12/31/2025	0 /NA	$0.00	$43,091.79	$0.00	A		1	Y		
	BASE	SUPPORTED EMPLOYMENT												
38	804	SUPEMP		7/1/2025 - 12/31/2025	0 /NA	$0.00	$1,810.00	$0.00	A		1	Y		
				TOTAL FOR SE# 38			$44,901.79	$0.00						
	BASE	CRISIS AND ACUTE TRA												
725	406	CATS		7/1/2025 - 12/31/2025	0 /NA	$0.00	$10,325.69	$0.00	A	25A	1	Y		
	BASE	CRISIS AND ACUTE TRA												
725	804	CATS		7/1/2025 - 12/31/2025	0 /NA	$0.00	$172,337.19	$0.00	A	25A	1	Y		
	BASE	CRISIS AND ACUTE TRA												
725	815	CATS		7/1/2025 - 12/31/2025	0 /NA	$0.00	$285,675.63	$0.00	A	25A	1	Y		
				TOTAL FOR SE# 725			$468,338.51	$0.00						
	BASE	EARLY ASSESSMENT AND												
726	804	EASA		7/1/2025 - 12/31/2025	0 /NA	$0.00	$197,387.88	$0.00	A	26A	1	Y		
				TOTAL FOR SE# 726			$197,387.88	$0.00						
				TOTAL FOR 2025-2026			$6,058,327.28	$0.00						
				TOTAL FOR M1182 026019			**$6,058,327.28**	**$0.00**						

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OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MARION COUNTY Contract#: 026019
DATE: 06/29/2025 REF#: 018

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2025-2027 Legislative Approved Budget (LAB) for Oregon Health Authority for the first 6-month period starting July 1, 2025 through December 31, 2025, as allocated for the 2025-2027 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may either be amended to further extend this Agreement or enter into a new agreement for the remaining term of the 2025-2027 biennium. Notwithstanding, this FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M1182 1 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Chinook House RTH.

M1182 2 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Cadenza RTH-YAT.

M1182 3 A) These funds are for MHS 04 Aid and Assist Client Services. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.

M1182 4 These funds are for MHS 12 Services. B) The funds subject to this special condition will be disbursed to County upon receipt of quarterly invoices from 1/1/2024-12/31/2025.

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OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MARION COUNTY Contract#: 026019
DATE: 06/29/2025 REF#: 018

M1182 5 A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 01/01/2024 to12/31/2025 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M1182 6 These funds are for MHS 30 at Stepping Stone for rent subsidy.

M1182 7 These funds are for MHS 30 for PSRB Supported Housing Services at Stepping Stone.

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Public Works

Title: Amend #9 to PW-5069-22 with Keller Associates, Inc. for the North Santiam Canyon Sewer Project.

Management Update/Work Session Date: 6/10/2025 **Audio/Visual aids** ☐

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

Requested Action:

Approve Amendment No. 9 to Consultant Services Agreement PW-5069-22 with Keller Associates, Inc. for the ARPA - North Santiam Canyon Sewer Project, increasing the contract not-to-exceed value by $3,955,145 from $10,148,212 to $14,103,357.

Issue, Description & Background:

Construction of the Mill City Wastewater Treatment Plant has started and due to in-house staffing limitations, Keller Associates, Inc. will provide certain construction phase services to support Marion County. Amendment #9 to Keller's contract will add these construction phase services as well as adjust the scope of services needed to complete the design phase. Construction phase services include: (a) construction submittal review and processing, (b) management of construction Requests for Information, (c) construction engineering, (d) special inspection, (e) monitoring well decommissioning, (f) permit compliance inspections, oversight, and documentation, (g) Control Panel design (h) Mill City collection system cleaning and inspection, (i) additional support for commercial septic grant applicants in Detroit, and other lesser services.

Financial Impacts:

Amendment No. 9 will increase the contract not-to-exceed value by $3,955,145 from $10,148,212 to $14,103,357. This is a budgeted expense in the current fiscal year and 5-year CIP Plan utilizing ARPA funds.

Impacts to Department & External Agencies:

Approval of Amendment 9 will allow the work described above to proceed without delay, which is essential to achieve the ARPA expenditure deadline of December 31, 2026. The cities of Mill City, Gates and Detroit will benefit from the construction of new municipal wastewater infrastructure.

List of attachments: Amendment 9 to Professional Services Agreement PW-5069-22.

Presenter: Brian Nicholas, Director, Marion County Public Works

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.07.22 09:36:34 -07'00'

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Contract Review Sheet

A&E Standard Prof Svcs Agmnt **PW-5069-22 - Am9**

Title: **ARPA - North Santiam Canyon Sewer Project**

Contractor's Name: **Keller Associates, Inc.**

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

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

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

Original Contract Amount: **$ 60,960.00** Previous Amendments Amount: **$ 10,087,252.00**

Current Amendment: **$ 3,955,145.00** New Contract Total: **$ 14,103,357.00** Amd% **23035%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **PW1130-22**

Description of Services or Grant Award

The Project will construct new sanitary sewer infrastructure in the NSRC Canyon of Marion and Linn Counties in Oregon. The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems. Amend 1 includes additional statement of work for task 402 (Project Concept), increases contract over 25% (adding $67,680) for a new total of $128,640 and consultant to provide a draft technical memo within 2 months of amend execution. Amend 2 - adds environmental permitting services, subsurface exploration and groundwater investigations, facility planning and related essential services. Amend 3 - adds $182,907 for additional project management services (Task 100), Land acquisition and Relocation Services (Task 103) and Financial Advisory (Task 104). Amend 4 - adds additional task, no financial impact, updates Exhibit B Compensation and updates sub consultant rate schedule to include additional task. Amend 5 - adds additional funding for tasks and updates tables and exhibits to match changes. Amendment 6 - adds additional funding for Public Relations updates Exhibit B - Compensation and Exhibit E - Critical Date Schedule to incorporate additional tasks. Amend 7 - adds $4,162,623 for preliminary eng. design (30% PS&E), Independent Cost Estimator (ICE), additional technical consulting in support of project permitting. Amend 8 - adds $2,730,164 for additional services.

Amendment 9 - adds $3,955,145 for Mill City collection system and inspection, monitoring well decommissioning and engineering services during construction.

Desired BOC Session Date: **8/20/2025** Contract should be in DocuSign by: **7/30/2025**

Agenda Planning Date **8/7/2025** Printed packets due in Finance: **8/5/2025**

Management Update **6/10/2025** BOC upload / Board Session email: **8/6/2025**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704E4... 7/31/2025
Finance - Contracts Date

Signed by: Alicia Jones DA7E8DCC1E7B47D... 8/2/2025
Contract Specialist Date

Signed by: Scott Norris 69C08A6F708240B... 8/1/2025
Legal Counsel Date

DocuSigned by: Jan Fritz DC162541248DE4EC... 8/1/2025
Chief Administrative Officer Date

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Marion County
OREGON

AMENDMENT 9 ~~8~~ to PW-5069-22
the STANDARD PROFESSIONAL SERVICES CONTRACT
between
MARION COUNTY and KELLER ASSOCIATES INC.

This is Amendment No. 9 ~~8~~ to the Standard Professional Services Contract (as amended from time to time, the "Contract"), dated September 30, 2022, between Marion County, a political subdivision of the State of Oregon, hereafter called County or Owner, and Keller Associates, Inc., hereafter called Consultant.

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

DEFINITIONS

A. CM/GC: Slayden Constructors, Inc., acting as the Owner's Construction Manager/General Contractor under Marion County agreement PW-5569-23 as executed on November 29, 2023.

B. Project Team: the Consultant, acting through its employees, subconsultants and/or contractors, collectively.

AGREEMENT

Owner agrees to pay Consultant a sum not to exceed **$14,103,357** ~~**$10,148,212**~~ for Phase 1, 2, and 4 Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A**, **Statement of Work**.

EXHIBIT A
STATEMENT OF WORK

Owner and Consultant agree that the following Services shall be provided by Consultant. Additional services may be added by amendment.

PROJECT DESCRIPTION: The Project will construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates, including improvements to existing Mill City sewer collection infrastructure, construction of a new sewer main to serve Gates and construction of new sanitary sewer collection infrastructure within Gates. Project will construct the proposed sanitary sewer infrastructure pending the availability of adequate construction funding.

The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. Project will construct the proposed infrastructure pending adequate availability of construction funding.

The Project will also design, permit, acquire property and construct commercial-scale community septic systems to serve the commercial core of Detroit to support economic recovery of the area.

Tasks within this Statement of Services are organized as follows:

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100-Level Tasks – Phase 1 Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, general engineering and related Services.
200-Level Tasks – Phase 2 Services – Mill City / Gates Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.
300-Level Tasks – Phase 3 Services – Detroit / Idanha Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.
400-Level Tasks – Phase 4 Services – Detroit Interim Commercial Septic Systems – Engineering, design, permitting, property acquisition, stakeholder engagement, bid support and construction oversight.

Consultant may provide Services for some or all Project components according to the tasks described herein and as later amended. Consultant's role and the Services provided by Consultant for each Project phase may depend on the availability of Project funding.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the Project to obtain the greatest long-term value for Marion County, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

a. Perform Services that are appropriate for the context of the Project and the nature of its function, both present and future.
b. Avoid aesthetic effects in the Project design that are disproportionate when compared to the additional benefit to the Project as a whole.
c. Help manage the Project so design is completed on time and within budget.
d. Strive to reduce the construction cost of the Project while keeping life-cycle costs affordable.
e. At design progress meetings, apprise Owner concerning the economic impact of design decisions.
f. Document Project requirements and include requirements in the Construction Documents. Respond to Owner comments on Project requirement location.

Representatives of the Parties for this Contract and the Project are:

Consultant: **Peter Olsen, PE, Project Manager** Telephone: **503.364.2002**
Owner: **Brian Nicholas, PE, PW Director** Telephone: **503.930.8502**

The Services Consultant shall perform for each phase of the Project are described below:

PHASE 1 – GENERAL ENGINEERING SERVICES

100 – PROJECT MANAGEMENT

Task 100.1 – Project Management

Consultant Responsibilities:

100.1.1 General Project Administration. General project administration services include contract administration, monthly invoicing, maintaining project schedule, and internal project administration.

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100.1.2 Project Coordination. Consultant may be requested to prepare progress reports or attend or lead project related coordination meetings with the County, North Santiam Sewer Authority, or other state agencies.

100.1.3 Presentations or attendance to North Santiam Sewer Board Meetings. From time to time, Consultant will attend, by invite, the board meetings for the North Santiam Sewer Board. Consultant may present project updates, informational, or technical-based presentations to the board. Consultant will prepare presentation materials and/or handouts as directed. Assist with coordination of similar water pollution control facility site tours.

100.1.4 Pacific Northwest Section – American Water Works Association (PNWS-AWWA) Boise Conference. Prepare and present 'Wastewater Treatment for Watershed Protection' presentation with Project Team at the PNWS-AWWA Conference. Includes preparation and coordination efforts, travel, transportation, meals, and conference registration for one Consultant team member.

100.1.5 Pacific Northwest Clean Water Association (PNCWA) Portland Conference. Prepare and present 'Wastewater Treatment for Watershed Protection' presentation with Project Team at the PNCWA Conference in Portland, Oregon in September 2025. Includes preparation and coordination efforts, travel, transportation, meals, and conference registration for two (2) Consultant team members.

100.1.6 Coordinate and prepare rendering of final project design and two (2) display boards; attend Owner's Groundbreaking Ceremony.

100.1.7 DEQ Plan Review Fee. Consultant will pay fee associated with DEQ's Plan Review.

100.1.8 DEQ National Pollutant Discharge Elimination Permit (NPDES) submittal fee.

Owner Responsibilities:

- Administer project funding.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes a 36 ~~30~~-month duration for general project administration.

Deliverables:

- Monthly Invoices
- Monthly Progress Reports
- Meeting agenda and minutes
- Powerpoint presentation for PNWS-AWWA Conference.
- Powerpoint presentation for PNCWA Conference.
- Rendering and two (2) Groundbreaking Display Boards

Task 100.2 – County Board of Commissioners Support Services

Consultant Responsibilities:

100.2.1. Presentations to County Commissioners. Consultant will present to the County Commissioners at a regularly scheduled Board of Commissioners Meeting on up to three occasions. Consultant will prepare presentation materials and/or handouts. The three presentations will tentatively occur in the months of November 2022, December 2022, and March 2023 and will have the following purpose:

Presentation #1 – Within one month after effective date of contract. Summarize the current status of Mill City's interim sewer improvement project and this Project. Develop an

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affirmative plan with Consultant's recommendations on how both projects can be advanced as efficiently and economically as possible to serve both the City's and this Project's needs. Summarize next steps and projected schedule.

Presentation #2 – Within two months after effective date of contract. Follow up visit, if necessary, to answer additional questions or present on additional items requested by County/County Commissioners.

Presentation #3 – Within six months after effective date of contract. Attend and present at a Joint Special Work Session for Marion County and Linn County Commissioners, to provide an introduction and update on the project and answer additional questions or present on additional items requested by County/County Commissioners.

Consultant will re-engage with subconsultants and agencies (i.e. Oregon DEQ, US Forest Service) to appropriately summarize current status and update the plan for the three projects for events and information that may be new since the master plan was completed.

Owner Responsibilities:

- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in board meetings.

Assumptions:

- Presentations are in-person at the County offices.

Deliverables:

- Draft presentation material
- Final presentation material

101 – STRATEGIC PERMITTING PLAN

Task 101.1 – Project Management and Administration

Consultant Responsibilities:

101.1.1. Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

101.1.2. Consultant Coordination. Coordinate services to complete the Strategic Environmental Permitting Plan.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of the draft Strategic Permitting Plan.

Assumptions:

- Project management budget assumes a task order schedule of up to 3 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

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Consultant Responsibilities:

101.2.1. Consultant shall review available project information, including background, concept development and current plan/design information for the North Santiam Canyon Wastewater Master Plan (Master Plan). Consultant will conduct a desktop review of the Master Plan area to identify potential resources affected and locate existing available data. Using this information, Consultant will compile a list of potential issues and data needs for the project. Consultant will check and refine the understanding of those issues by initiating preliminary, informal discussions with the anticipated permitting agencies to understand their concerns and permitting needs for the project. The intent of these discussions will be to identify the agencies' specific resource concerns, to understand permitting requirements and obligations, and discuss options for permitting efficiencies, such as using programmatic agreements. Consultant will also preliminarily identify which federal agencies may have a National Environmental Policy Act (NEPA) requirement for the Master Plan and/or specific projects or phases that are part of the plan (due to their jurisdiction, land ownership, or funding) and whether a single joint NEPA document could be used to support multiple federal decisions.

Task 101.3 – Strategic Permitting Plan
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

Based on information obtained in Task 101.2, Consultant will prepare a draft Strategic Permitting Plan. The draft Strategic Permitting Plan will include:

- Project permitting schedule and general cost estimate.
- Summary of environmental permits and approvals needed
- Summary of initial pre-scoping discussions with agencies
- List of potential resources affected and existing available data
- List of potential permitting issues and data needs (based on desktop analysis and agency discussions)
- List of design needs to complete permitting
- Summary of potential opportunities for permitting efficiencies
- Estimated timeline to complete permitting
- Estimated general cost to complete permitting

Consultant will revise and finalize the Strategic Permitting Plan based on one consolidated review by Consultant and Owner.

Assumptions:

- Consultant will conduct up to three coordination conference calls with Owner to provide updates, receive additional information/clarifications, etc.
- Permitting agencies for informal, pre-scoping coordination will be: US Forest Service, US Army Corps of Engineers, US Fish and Wildlife Service, National Marine Fisheries Service, Oregon Department of Environmental Quality, Oregon Department of Fish and Wildlife, Oregon Department of State Lands, Oregon Department of Transportation, and Marion County. Outreach to agencies will consist of email or telephone contact. Consultant will make a reasonable effort get information from agencies within the available time and consistent with the level of effort budgeted.
- "Environmental permits and approvals" do not include easements or rights-of-way with utilities, ODOT, or federal agencies.

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- Permitting requirements related specifically to wastewater treatment/infiltration requirements will be addressed through a separate task order.
- One review of the draft Strategic Permitting Plan will be conducted. The Strategic Permitting Plan will be revised based on one consolidated set of review comments. Consultant intends for the Strategic Permitting Plan to be a "living document", updated and adapted as the project planning and subsequent design and permitting efforts progress.
- No Owner board meeting presentations

Deliverables:

- Draft Strategic Permitting Plan
- Final Strategic Permitting Plan

Task 101.4 – Environmental Assessment
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The Owner has applied for funding from the U.S. Department of Housing and Urban Development (HUD), which creates a federal nexus for the Project. Therefore, NEPA compliance will be required before funds can be committed or spent on the Project. HUD will be the lead federal agency. The lower basin Project will be divided into two sub-projects (phases), each requiring a separate HUD Environmental Assessment (EA). The first phase will involve a HUD EA for the ~~water pollution control facility (WPCF)~~ Municipal Wastewater Treatment Facility (MWTF) in Mill City and its associated connections. The second phase will involve a HUD EA for a ~~new~~ future collection system in Gates, as well as a 3-mile pressurized force main to transfer waste to the Mill City and Gates MWTF ~~WPCF~~. Though both EAs will be started concurrently, the Mill City and Gates MWTF EA ~~Phase 1~~ will be completed first; the Force Main and Gates Collection System ~~Phase 2~~ EA will be completed as project details are finalized for that phase.

Consultant Responsibilities:

101.4.1 Mill City and Gates MWTF ~~Phase I Mill City WPCF~~ - Environmental Assessment and HUD Environmental Record Review.

101.4.1.1 A complete and informed Environmental Review Record (ERR) will be prepared by Consultant. The following sixteen (16) specific environmental review topics shall be addressed in the HUD EA. The HUD-compliant Broad Review will be based on the following data sources:

RESOURCE	ERR COMPLIANCE REQUIREMENT	TYPICAL DATA SOURCES
Floodplain Management	§58.6 Compliance Checklist §58.5 Statutory Checklist	FEMA Flood Insurance Rate Map Federal Flood Standard Support Tool
Coastal Barrier Improvement Act	§58.6 Compliance Checklist	USFWS Coastal Barrier Resource System Mapper
Runway Clear Zones	§58.6 Compliance Checklist §58.5 Statutory Checklist	Federal Aviation Administration UAS Facility Map USGS Topographic Maps Recent Aerial Imagery Internet Searches

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Historic Properties	§58.5 Statutory Checklist	Oregon State Historic Preservation Office
Wetland Protection	§58.5 Statutory Checklist	National Wetlands Inventory Florida Land Use, Cover and Forms Classification System (FLUCCS)
Coastal Zone Management	§58.5 Statutory Checklist	Oregon Department of Land Conservation and Development
Sole Source Aquifer	§58.5 Statutory Checklist	Oregon Water Resources Department
Endangered Species	§58.5 Statutory Checklist	USFWS IPaC: Information for Planning and Consultation Oregon Biodiversity Information Center (ORBIC)
Wild and Scenic Rivers	§58.5 Statutory Checklist	National Wild and Scenic Rivers System
Air Quality	§58.5 Statutory Checklist	Oregon Department of Environmental Quality
Explosive and Flammable Operations and Contamination and Toxic Substances	§58.5 Statutory Checklist	EPA EnviroMapper Oregon State Fire Marshal
Farmland Protection and Land Development	§58.5 Statutory Checklist EA Checklist	National Land Cover Database (NLCD) County/Municipal Websites NRCS Web Soil Survey
Socioeconomics and Environmental Justice	EA Checklist	U.S. Census Data EPA EJSCREEN: Environmental Justice Screening and Mapping Tool County/Municipal Websites
Community Facilities and Noise Control and Abatement	§58.5 Statutory Checklist EA Checklist	USGS Topographic Maps Recent Aerial Imagery Internet Searches
Natural Features	EA Checklist	National Hydrography Dataset National Wetlands Inventory Aerial Imagery
Climate Change Impact Factor	EA Checklist	NOAA Climate.gov Climate Mapping for Resilience and Adaptation Tool

101.4.1.2 Kickoff Meeting.

- Kickoff meeting with Project Team to draft project schedule considering parallel permitting timelines.

101.4.1.3 Project Description.

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- Draft project description of sufficient detail to be used in the EA, identify project description information needs.
- Review information from wetland and cultural resources surveys and from typical sources identified in Section 101.4.1.1 to identify information needs related to resources.

101.4.1.4 Agency and Interested Party Scoping.

- Identify permitting agencies, Native American Tribes, and interested stakeholders.
- Draft scoping letters or emails to permitting agencies, Native American Tribes and interested stakeholders to initiate discussion and solicit feedback on the Project. Owner to send the letters or emails.

101.4.1.5 Draft the Initial Public Notice for floodplains (15-to-18-day Public Notice Period).

101.4.1.6 Prepare a draft EA for Owner's review including the resource sections outlined in Section 101.4.1.1.

101.4.1.7 Public Notices.

- Identify and notify Owner of public notice requirements and develop the public notices for the project including 1) Wetlands and Floodplains (Final), and 2) the FONSI and NOI/Request for the Release of Funds (RROF).
- If comments are received, Consultant will make ERR available for public review at a local, public space (typically local library or City Hall).

101.4.1.8 Public Comment Record and Response.

- Review public comments received by the Owner or HUD.
- Prepare responses to public comments for Owner's review.

101.4.1.9 Final EA and FONSI.

- Document revisions and responses to Owner's comments on the draft EA.
- Prepare the Final EA.
- Prepare the draft FONSI for Owner's review.
- Address Owner's comments and finalize FONSI.

101.4.1.10 Notice of Intent (NOI) to Request for the Release of Funds (RROF).

- Prepare draft NOI/RROF for Owner and HUD's review.
- Address Owner and HUD's comments and finalize NOI/RROF.

101.4.1.11 ERR and RROF.

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- Prepare completed ERR and Request for the Release of Funds (RROF). The ERR shall contain the following sections:
  - Introduction (background, history, and project purpose and need)
  - HUD Checklists
  - Project Alternatives (including those dismissed from consideration and those retained for analysis)
  - 8-Step Decision Making Process for wetlands and floodplain review
  - Affected Environment and Environmental Consequences
  - Agencies Consulted
  - References
  - List of Preparers
  - Public Notices
  - Attachments with maps for each reviewed environmental topic.

101.4.1.12 Administrative Record.

- Develop and maintain the Administrative Record.
- Provide all materials used to prepare the EA and background for the agency decision.

Deliverables:

- Draft project schedule
- Meeting notes attended by Consultant
- List of data needs for the EA
- Draft project description
- List of interested parties
- Draft scoping letters
- Draft EA and FONSI
- Final EA and FONSI
- Draft NOI and RROF
- Public Notices
- Public Comment Record
- Response to public comments
- Completed ERR and RROF for grant funding
- Final Administrative Record

Assumptions:

- The project descriptions are not final and may be adjusted as the project footprints are finalized by the Project Team.
- This scope of work does not include Section 404 Clean Water Act (wetland) or floodplain permitting. Once the project footprints and descriptions are finalized for the environmental assessments, the need for these permits will be determined and additional scope and fee added.
- An environmental assessment will be required for the Environmental Review Record (ERR) for the Project.

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- Public notices consist of 15 to 18-day final wetland and floodplain notices as part of the decision-making process and Executive Orders 11988 and 11990, for the determination that a Finding of No Significant Impact (FONSI) has been made for the program, and for notification to the public of the Owner's intent to request the release of HUD funds for the proposed projects (NOI/RROF). HUD will determine if the final public wetland and floodplain, FONSI, and NOI/RROF notices can be combined and issued together as a single notice.
- No public meetings are included under this subtask.
- No more than ten (10) submittals will be received in response to the public notice, from which there will be no more than five (5) substantive comments for which Consultant will draft responses.
- One action alternative will be analyzed in detail in the EA.
- Project Team will contribute to drafting the project description and provide necessary information pertaining to construction methods, timing, and duration. Consultant will refine project description for use in the EA.
- The final ERR and RROF will be submitted by the Owner to HUD for final approval and issuance of the Authority to Use Grant Funds.
- No in-water work will be required, thus no aquatic Endangered Species Act (ESA) or Magnuson-Stevens Fisheries Conservation Act consultation will be needed.
- Terrestrial informal ESA consultation will be needed for two (2) species: northwestern pond turtle and Fenders blue butterfly.

101.4.2 Mill City and Gates MWTF ~~Phase I Mill City WPCF~~ – Endangered Species Act Consultation and Biological Evaluation.

101.4.2.1 Consultant will complete a draft and final Biological Evaluation for informal Section 7 consultation with U.S. Fish and Wildlife Service (USFWS).

Assumptions:

- Informal consultation will be required for two (2) species: northwestern pond turtle and Fenders blue butterfly.
- USFWS has 90 days to reply to the submitted Biological Evaluation. HUD will require concurrence from USFWS prior to issuing an Authority to Use Grant Funds.

Deliverables:

- Pre-consultation call notes with USFWS
- Draft Biological Evaluation
- Final Administrative Record

101.4.3 ~~Phase 2~~ Force Main and Gates Collection System – Environmental Assessment and HUD Environmental Record Review

101.4.3.1 A complete and informed ERR will be prepared by Consultant. The following sixteen (16) specific environmental review topics shall be addressed in the HUD EA. The HUD-compliant Broad Review will be based on the following data sources:

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No.	RESOURCE	ERR COMPLIANCE REQUIREMENT	TYPICAL DATA SOURCES
1	Floodplain Management	§58.6 Compliance Checklist §58.5 Statutory Checklist	FEMA Flood Insurance Rate Map Federal Flood Standard Support Tool
2	Coastal Barrier Improvement Act	§58.6 Compliance Checklist	USFWS Coastal Barrier Resource System Mapper
3	Runway Clear Zones	§58.6 Compliance Checklist §58.5 Statutory Checklist	Federal Aviation Administration UAS Facility Map USGS Topographic Maps Recent Aerial Imagery Internet Searches
4	Historic Properties	§58.5 Statutory Checklist	Oregon State Historic Preservation Office
5	Wetland Protection	§58.5 Statutory Checklist	National Wetlands Inventory Florida Land Use, Cover and Forms Classification System (FLUCCS)
6	Coastal Zone Management	§58.5 Statutory Checklist	Oregon Department of Land Conservation and Development
7	Sole Source Aquifer	§58.5 Statutory Checklist	Oregon Water Resources Department
8	Endangered Species	§58.5 Statutory Checklist	USFWS IPaC: Information for Planning and Consultation Oregon Biodiversity Information Center (ORBIC)
9	Wild and Scenic Rivers	§58.5 Statutory Checklist	National Wild and Scenic Rivers System
10	Air Quality	§58.5 Statutory Checklist	Oregon Department of Environmental Quality
11	Explosive and Flammable Operations and Contamination and Toxic Substances	§58.5 Statutory Checklist	EPA EnviroMapper Oregon State Fire Marshal
12	Farmland Protection and Land Development	§58.5 Statutory Checklist EA Checklist	National Land Cover Database (NLCD) County/Municipal Websites NRCS Web Soil Survey
13	Socioeconomics and Environmental Justice	EA Checklist	U.S. Census Data EPA EJSCREEN: Environmental Justice Screening and Mapping Tool County/Municipal Websites

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14	Community Facilities and Noise Control and Abatement	§58.5 Statutory Checklist EA Checklist	USGS Topographic Maps Recent Aerial Imagery Internet Searches
15	Natural Features	EA Checklist	National Hydrography Dataset National Wetlands Inventory Aerial Imagery
16	Climate Change Impact Factor	EA Checklist	NOAA Climate.gov Climate Mapping for Resilience and Adaptation Tool

101.4.3.2 Kickoff Meeting.

- Kickoff meeting with Project Team to draft project schedule considering parallel permitting timelines.

101.4.3.3 Project Description.

- Draft project description of sufficient detail to be used in the EA, identify project description information needs.
- Review information from wetland and cultural resources surveys and from typical sources identified in Section 101.4.3.1 to identify information needs related to resources.

101.4.3.4 Agency and Interested Party Scoping.

- Identify permitting agencies, Native American Tribes, and interested stakeholders.
- Draft scoping letters or emails to permitting agencies, Native American Tribes and interested stakeholders to initiate discussion and solicit feedback on the project. Owner to send the letters or emails.

101.4.3.5 Draft the Initial Public Notice for floodplains (15-to-18-day Public Notice Period).

101.4.3.6 Prepare a draft EA for Owner's review including the resource sections outlined in Section 101.4.1.1.

101.4.3.7 Public Notices.

- Identify and notify Owner of public notice requirements and develop the public notices for the project including 1) Wetlands and Floodplains (Final), and 2) the FONSI and NOI/Request for the Release of Funds (RROF).
- If comments are received, Consultant will make ERR available for public review at a local, public space (typically local library or City Hall).

101.4.3.8 Public Comment Record and Response.

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- Review public comments received by the Owner or HUD.
- Prepare responses to public comments for Owner's review.

101.4.3.9 Final EA and FONSI.

- Document revisions and responses to Owner's comments on the draft EA.
- Prepare the Final EA.
- Prepare the draft FONSI for Owner's review.
- Address Owner's comments and finalize FONSI.

101.4.3.10 Notice of Intent (NOI) to Request for the Release of Funds (RROF).

- Prepare draft NOI/RROF for Owner and HUD's review.

101.4.3.11 ERR and RROF.

- Prepare completed ERR and Request for the Release of Funds (RROF). The ERR shall contain the following sections:
  - Introduction (background, history, and project purpose and need).
  - HUD Checklists.
  - Project Alternatives (including those dismissed from consideration and those retained for analysis).
  - 8-Step Decision Making Process for wetlands and floodplain review.
  - Affected Environment and Environmental Consequences.
  - Agencies Consulted.
  - References.
  - List of Preparers.
  - Public Notices.
  - Attachments with maps for each reviewed environmental topic.

101.4.3.12 Administrative Record.

- Develop and maintain the Administrative Record.
- Provide all materials used to prepare the EA and background for the agency decision.

Deliverables:

- Draft project schedule
- Meeting notes attended by Consultant
- List of data needs for the EA
- Draft project description
- List of interested parties
- Draft scoping letters
- Draft EA and FONSI
- Final EA and FONSI
- Draft NOI and RROF

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- Public Notices
- Public Comment Record
- Response to public comments
- Completed ERR and RROF for grant funding
- Final Administrative Record

Assumptions:

- The project descriptions are not final and may be adjusted as the project footprints are finalized.
- This scope of work does not include Section 404 Clean Water Act (wetland) or floodplain permitting. Once the project footprints and descriptions are finalized for the environmental assessments, the need for these permits will be determined and additional scope and fee added.
- An environmental assessment will be required for the Environmental Review Record (ERR) for this project.
- Public notices consist of 15 to 18-day final wetland and floodplain notices as part of the decision-making process and Executive Orders 11988 and 11990, for the determination that a FONSI has been made for the program, and for notification to the public of the Owner's intent to request the release of HUD funds for the proposed projects (NOI/RROF). HUD will determine if the final public wetland and floodplain, FONSI, and NOI/RROF notices can be combined and issued together as a single notice.
- No public meetings are included under this subtask.
- No more than ten (10) submittals will be received in response to the public notice. From this there will be no more than five (5) substantive comments for which Consultant will draft responses.
- One action alternative will be analyzed in detail in the EA.
- Project Team will contribute to drafting the project description and provide necessary information pertaining to construction methods, timing, and duration. Consultant will refine project description for use in the EA.
- The final ERR and RROF will be submitted by the Owner to HUD for final approval and issuance of the Authority to Use Grant Funds.
- No in-water work will be required, thus no aquatic Endangered Species Act (ESA) or Magnuson-Stevens Fisheries Conservation Act consultation will be needed.
- Terrestrial informal ESA consultation will be needed for two (2) species: northwestern pond turtle and Fenders blue butterfly.
- There will be no new issues for the Force Main and Gates Collection System ~~Phase 2~~ EA. Background and effects analysis from the Mill City and Gates MWTF ~~Phase 1~~ EA can be used as a basis for the Force Main and Gates Collection System ~~Phase 2~~ Biological Evaluation.
- Acres of impacts and site-specific information will be revised and updated once Project Description is finalized for the Force Main and Gates Collection System ~~Phase 2~~ EA.

101.4.4 ~~Phase 2~~ Force Main and Gates Collection System – Endangered Species Act Consultation and Biological Evaluation.

101.4.4.1 Consultant will complete a draft and final Biological Evaluation for informal Section 7 consultation with U.S. Fish and Wildlife Service (USFWS).

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Assumptions:

- Informal consultation will be required for two (2) species: northwestern pond turtle and Fenders blue butterfly.
- There will be no new issues for the Force Main and Gates Collection System ~~Phase 2~~ EA. Background and effects analysis from Mill City and Gates MWTF ~~Phase 1~~ EA can be used as a basis for the Force Main and Gates Collection System ~~Phase 2~~ Biological Evaluation.
- Acres of impacts and site-specific information will be revised and updated once Project Description is finalized for the Force Main and Gates Collection System ~~Phase 2~~ EA.
- USFWS has 90 days to reply to the submitted Biological Evaluation. HUD will require concurrence from USFWS prior to issuing an Authority to Use Grant Funds.

Deliverables:

- Pre-consultation call notes with USFWS
- Draft Biological Evaluation
- Final Administrative Record

Task 101.5 – Environmental Project Coordination and Oversight
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

101.5.1 Environmental Project Coordination and Oversight. Participation in Project team's bi-weekly meetings, project check-in calls, and subsequent discussions and tasks over a period of nine (9) months. Consultant will offer environmental oversight and guidance as the project advances.

Assumptions:

- Environmental project coordination and oversight duration is nine (9) months.
- Bi-weekly check-in meetings will be one (1)-hour long and attended by two (2) Consultant staff members.

Deliverables:

- Biweekly meeting agenda items and notes on environmental tasks.
- Ongoing environmental project permit schedule.

Task 101.6 – Archaeological Monitoring
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The Consultant conducted initial cultural resources investigations in April 2024 consisting of pedestrian survey and subsurface testing, during which one newly identified historic-era isolate (MCW-ISO-1) was recorded. While cultural resources investigations to date indicate that the project area has a low risk of inadvertently encountering cultural resources, the project area lies within the traditional homeland of multiple Indigenous groups, and the Owner has requested that an archaeological monitor be present

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during certain ground-disturbing activities. Archaeological monitoring will follow protocols identified in the Monitoring Inadvertent Discovery Plan (MIDP).

Consultant Responsibilities:

101.6.1 Project Management and Tribal Coordination. The Consultant will maintain project files to include necessary supporting materials as required and coordinate and schedule archaeological monitoring for ground disturbing activities as needed (up to ten (10) days).

The Consultant will monitor task performance, schedule, and budget; approve project expenses, and ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence. The Consultant will provide updates to the Confederated Tribes of the Grand Ronde Community of Oregon, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs Reservation on the project schedule with up to one email at the start of the project, notifying the Tribes of the projected schedule, and at the end of the project giving a brief summary of findings.

The Consultant will also provide ongoing consultation support as necessary throughout the project. This will include communications with the County & State Historic Preservation Office (SHPO), relevant Tribal entities, and other relevant and authorized parties.

101.6.2 Monitoring and Inadvertent Discovery Plan. The Consultant will prepare an archaeological monitoring and inadvertent discovery plan (MIDP) for construction activity. The purpose of the document is to facilitate clear understanding between the Consultant, Project Team, and CM/GC's construction team (from management levels to equipment operators) prior to and throughout construction. Protocols for work stoppages will be developed in the MIDP in the event construction crews identify cultural resources. Further, an implementation protocol will be developed in case significant archaeological material or human remains are encountered. Such protocols will be articulated in the project's MIDP.

The Consultant will develop a mutually agreeable MIDP for this project. The plan will clearly address, but not necessarily be limited to, the following elements:

- The regulatory context of the project (e.g., compliance with local and Oregon State laws pertaining to cultural resources).
- The nature of potential archaeological concerns within the project area. This element describes the types of archaeological and cultural resources that may be encountered based on the results of prior investigations within and in the vicinity of the project area.
- The specific chain-of-authority for the construction crews to request temporary pauses or longer halts to excavation activity (e.g., if necessary, stop work, and consult with the Project Archaeologist, the County, SHPO, and interested Tribes).
- Detailed description of where and when archaeological monitoring will occur during project-related ground-disturbing activities.

The Consultant will provide a draft copy of the MIDP to the Project Team for review. Upon receipt of comments on the draft MIDP, the Consultant will create a final copy to be distributed to all interested parties.

101.6.3 Archaeological Monitoring. The Consultant will conduct on-site monitoring and take photos and notes of all activities for up to ten (10) days of ground-disturbing activities (e.g., subsurface excavation). In the event of discovery of culturally or archaeologically

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significant resources during excavation, Consultant will report that information immediately using protocols identified in the MIDP. Consultant's active archaeological permit (AP 3934) for the project will expire on June 24, 2025. However, an updated archaeological permit is not needed at this time. Should any archaeological resources be discovered, the Consultant will need to apply for an updated SHPO-issued archaeological permit to collect archaeological materials under Oregon State law which may take 45 to 60 days to be obtained and executed.

101.6.4 Archaeological Monitoring Technical Memorandum. After completing the monitoring work, the Consultant will prepare a brief technical memorandum discussing the methods and results (findings) of the archaeological monitoring completed. The technical memorandum will discuss minor finds, including consultation about and implementation of minor treatment measures. The technical memorandum will be illustrated with maps, photographs, and tabular information as needed. Once approved by the Project Team, the technical memorandum will be submitted electronically to the Oregon SHPO and relevant Tribal entities for final review.

Assumptions:

- There will be no significant changes to the location and extent of the project area.
- The budget for Task 101.6.1 allows for up to six (6) project manager labor hours to coordinate project schedule with Project Team and CM/GC.
- The budget for Task 101.6.1 allows for up to four (4) one (1)-hour virtual meetings with the Consultant's project manager for ongoing consultation with the Owner, City of Salem, Mill City, SHPO, relevant Tribal entities, and other parties authorized by Owner.
- One draft copy of the MIDP will be provided to Project Team for review. Revisions to the MIDP will be minimal, requiring no more than two (2) labor hours.
- It will not be necessary to have more than one archaeological monitor on-site at any time.
- This task allows for up to one (1) archaeological monitor, working up ten (10) ten (10)-hour workdays or the equivalent labor thereof including time for mobilization and travel from Consultant's Corvallis or Portland, Oregon offices.
- If the archaeological monitor mobilizes out of Consultant's Portland Oregon office, the budget allows for up to nine (9) mobilizations.
- It is assumed that project-related ground-disturbing activities will occur during business days (Monday to Friday) and will not exceed eight (8) hours on site.
- Consultant requires a minimum of forty-eight (48) business hours' advance notice to be given to the archaeological monitor for when they need to be at the project site in Mill City, Oregon.
- If an archaeological monitor is called to the project site and then work is canceled for the day or the workday is short, a full eight (8) hours of work will be charged to cover the cost of extra coordination, mobilization, and travel time.
- No newly identified archaeological materials or cultural resources will be observed, and no archaeological permits will be required. If any intact deposits requiring evaluation of human remains are encountered or any additional investigation is required by the SHPO and Tribes, then an additional scope of work and budget will be required.
- One round of memo revision will occur per reviewing party.

Deliverables:

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- Draft archaeological monitoring technical memorandum with Project Team comments incorporated for review by Owner.
- Final archaeological monitoring technical memorandum with Owner's comments incorporated for review by the SHPO and relevant Tribes.

102 – SUBSURFACE EXPLORATION

Task 102.1 – Project Management and Administration

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

102.1.1. Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

102.1.2. Coordination. Coordinate services to complete the permitting and subsurface investigations.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 102.2 – Subsurface Investigation Program

The purpose of subsurface investigation is to collect soil and groundwater data that can be used to: (1) assess whether a candidate site can infiltrate the required volume of treated wastewater, (2) inform facility predesign, (3) evaluate facility permitting framework (WPCF required), and (4) evaluate compliance with DEQ's groundwater protection rules. The subsurface investigation program involves excavating test pits to measure soil infiltration rates and observe soil types, installing monitoring wells to measure aquifer properties, collecting soil and groundwater samples, and one year of groundwater and surface water level monitoring. This task includes management, planning and execution of the subsurface investigation program comprised of two subtasks:

- Subtask 102.2.1 – Mill City / Gates Subsurface Investigation
- Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation
- Subtask 102.2.3 – Detroit / Idanha Well Decommissioning
- Subtask 102.2.4 – Detroit / Idanha Well Decommissioning Fees and Direct Expenses
- Subtask 102.2.5 – Mill City Site GM1 Monitoring Well Decommissioning
- Subtask 102.2.6 – Mill City Site GM1 Well Decommissioning Fees and Direct Expenses

Owner Responsibilities:

- This scope of work does not include effort to identify domestic water wells in the vicinity of the proposed infiltration facility (which would likely involve a door-to-door survey and review of

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households that are connected to City water). Owner is responsible for this effort, if it is needed, and for incorporating the information obtained into the final report.

Assumptions:

- Subsurface investigations will occur on private or public property that is not owned by Owner. Owner and Consultant will work collaboratively to gain access to these sites for the purpose of performing site evaluation work. In general, Owner is responsible for the execution of site access agreements with property owners and Consultant is responsible for coordination with property owners regarding schedule for accessing the property, discussing access routes, and reporting results to the property owner.
- Test pitting and infiltration testing will be limited to four days in the Detroit/Idanha area (up to 10 test pits) and five days in the Gates/Mill City area (up to 18 test pits).
- Monitoring wells and temporary borings will target discrete horizons in the glacial till geologic unit that are related to the depth to groundwater and the contact between glacial till and bedrock. Because there is limited information about the geology and depth to groundwater at the candidate sites, the costs for drilling are based on assumptions about the depths of monitoring wells and temporary borings. Where field conditions differ from those assumed and where such differences result in increased field costs that exceed the established budget for this task, an equitable adjustment to the contract value will be made by contract amendment.
- In the Gates/Mill City area, it is assumed that monitoring wells will be 100 feet deep, one temporary boring will be advanced to the top of the water table at 80 feet below ground surface (bgs), and another temporary boring will be advanced to the top of bedrock at 200 feet bgs.
- In the Detroit/Idanha area, we have assumed that monitoring wells will be 80 feet deep (2 wells) or 200 feet deep (3 wells), and two temporary borings will be advanced to the top of bedrock at 100 feet bgs.
- Drilling costs could change if: (1) driller costs change (quotes are typically only good for 30 days due to “instability of commodity costs”) or (2) the assumed construction of wells and borings changes based on the geology of the site. It is assumed that casing advance is not necessary to keep the bedrock hole open during drilling of the monitoring well in the Detroit/Idanha area. An amendment may be necessary if casing must be advanced to keep the hole open at this well and if such costs exceed the agreed upon task budget.
- Subsurface exploration work, including digging of test pits, geotechnical drilling, and installation of subsurface monitoring equipment, is not subject to Davis-Bacon or BOLI prevailing wages.

Subtask 102.2.1 – Mill City / Gates Subsurface Investigation

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Subsurface investigation in the Gates/Mill City area includes the following activities:

102.2.1.1. Work Plan. Develop a work plan for the subsurface investigation that includes a specific plan for excavating and infiltration testing at up to 18 test pits (at Site 1 through Site 4) and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.

102.2.1.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up

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to eighteen (18) test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); summarize results in a brief technical memorandum to facilitate site selection for deep soil investigation.

102.2.1.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop three (3) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).

102.2.1.4. Groundwater Level Monitoring. Equip each well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells quarterly for a year.

102.2.1.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.

102.2.1.6. Reporting. Develop technical memoranda documenting the field investigation and results.

102.2.1.7 Groundwater Level Monitoring at Site GM1. Consultant will continue groundwater level monitoring until December 2026, when ownership of the treatment facility is expected to transfer from Marion County to Mill City. Groundwater level monitoring will collect data to better understand: (1) variation in seasonal-high groundwater depths and potential implications for facility operation, (2) recharge to the groundwater system from precipitation and potential implications for nutrient dilution, and (3) baseline groundwater conditions prior to infiltration facility operation. This task will include the following:

- Conduct seven (7) visits to the GM1 site, quarterly, from June 2025 to December 2026.
- During each site visit, manually measure depth to groundwater at the three (3) GM1 site monitoring wells, download data from pressure transducers, perform minor maintenance on pressure transducers (e.g., battery replacement) as needed, and re-program transducers.

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- Manage data from each visit, including comparison of manually-measured groundwater levels to transducer-measured groundwater levels to verify the proper operation of pressure transducers.
- Prepare a technical memorandum documenting data collection data efforts, including tables of annual depth to water measurements, groundwater elevations, and seasonal high groundwater levels; calculations of recharge to the aquifer using the water level fluctuation method; and hydrographs showing precipitation amounts and groundwater elevation.

Assumptions:

- Costs for major transducer repair or replacement are not included in this scope of work.
- Comments on the Groundwater Level Monitoring Technical Memorandum by the Project Team can be addressed and incorporated in a single review cycle.

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum.
- Draft and Final Groundwater Level Technical Memorandum (June 2025 to December 2026).

Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Subsurface characterization in the Detroit/Idanha area includes the following activities:

102.2.2.1. Work Plan. Develop a work plan for the subsurface characterization that includes a specific plan for excavating and infiltration testing at up to 10 test pits (at the McCoy and Detroit Ranger Station sites), and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.

102.2.2.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up to ten (10) test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon);

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summarize results in a brief technical memorandum to facilitate site selection for the deep soil investigation.

102.2.2.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop five (5) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).

102.2.2.4. Surface Water and Groundwater Level Monitoring at the McCoy Site. Install three (3) stilling wells (in the Santiam River, Unnamed Creek, and McCoy Creek); equip each stilling and monitoring well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells and stilling wells quarterly for a year.

102.2.2.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.

102.2.2.6. Reporting. Develop technical memoranda documenting the field investigation and results.

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum

Subtask 102.2.3 - Detroit/Idanha Well Decommissioning
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Detroit/Idanha well decommissioning includes the following activities: Decommissioning of three 2-inch PVC monitoring wells (MC-MW1, MC-MW2, and MC-MW3) and three stilling wells (SW-1, SW-2, and SW-3) in Idanha, Oregon. Each of the three monitoring wells will be decommissioned by overdrilling to fully remove all structures including the above ground monument, and the stilling wells will be removed along with any associated equipment.

102.2.3.1. Work Plan and Pre-Field Work. Develop a work plan for monitoring well decommissioning that outlines the methods for the decommissioning of the three monitoring wells and removal of the stilling wells.

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- Update an existing Health and Safety Plan (HASP) to cover the field work.
- Coordinate with subcontractor to schedule the field work.
- Provide email updates to the Project Team on the status of the project.

Deliverables:

- Well decommissioning work plan

102.2.3.2. Field Activities. Decommission three monitoring wells by overdrilling and removing three stilling wells.

- Develop a subcontract with a driller to conduct the work.
- Download pressure transducer data from monitoring wells and stilling wells, remove all equipment, and remove the three stilling wells.
- Oversee the overdrilling of three 2-inch PVC monitoring wells using sonic drilling methods, including the removal of monuments and bollards, borehole backfilling in accordance with the Oregon Administrative Rules, and site clean-up.
- Communication of results to the Project Team on an ongoing basis.

Assumptions:

- PVC casing, PVC screen, steel bollards, and steel monuments will be hauled offsite. Drill cuttings will be spread on-site near the MC-MW3 well.
- Oversight of 2-inch PVC monitoring well decommissioning and site clean-up will occur over one week.
- Field personnel will visit the six sites prior to contractor mobilization to download and collect all pressure transducers and remove all stilling wells.
- Access to the subject property and negotiations with the property owner and/or tenants will be arranged by Consultant.
- All field work can be conducted during normal business hours.
- Unimpeded access to the work locations will be available, including no conflicts with overhead power or underground utilities.
- Field work will be scheduled to avoid significant weather events where possible. However, if weather impacts projected mobilization costs or the overall project schedule, this may result in additional fees. Consultant will communicate potential unanticipated weather delays to Owner and Project Team.
- Ground-disturbing activities will not impact protected natural and cultural resources such as wetlands and waterways, critical habitat, archeological sites, and historic properties and structures based on previously provided information from the U.S. Forest Service.

102.2.3.3. Technical Memorandum. Prepare a Technical Memorandum documenting activities conducted as a part of this scope of work:

- Data collected from pressure transducers will be plotted on hydrographs.
- A summary of field activities and well decommissioning logs will be included.

Deliverables:

- Draft technical memorandum for review by the Project Team.
- Final technical memorandum that incorporates Project Team comments.

Assumptions:

- Deliverable comments can be incorporated over a single review cycle.

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- The Department of Environmental Quality will not provide comments on the technical memorandum.
- Deliverables will require only one review cycle.

Subtask 102.2.4 – Detroit/Idanha Well Decommissioning Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 102.2.3 – Detroit/Idanha Well Decommissioning, including:
  - Driller
  - Travel expenses

Subtask 102.2.5 – Mill City Site GM1 Monitoring Well Decommissioning
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Mill City Site GM1 well decommissioning includes the following activities: Decommissioning of two 2-inch diameter PVC monitoring wells (GM1-MW4 and GM1-MW5) at Site GM1 in Mill City, Oregon. Each of the two monitoring wells will be decommissioned by overdrilling to fully remove all structures including the above ground monument.

Consultant's Responsibilities:

Work Plan and Pre-Field Work.

- Develop a work plan for monitoring well decommissioning that outlines the methods for the decommissioning of the two monitoring wells.
- Update existing Health and Safety Plan (HASP) to cover the field work.
- Coordinate with subcontractor to schedule the field work.
- Provide email updates to the Project Team on the status of the project.
- Download pressure transducer data from monitoring wells and remove all equipment.
- Oversee the overdrilling of two 2-inch diameter PVC monitoring wells using sonic drilling methods, including the removal of monuments and bollards, borehole backfilling in accordance with Oregon Administrative Rules and site clean-up.
- Communication of results to the project team on an ongoing basis.
- Develop a Technical Memorandum (TM) that summarizes the decommissioning methods, including driller decommissioning logs, material quantities (e.g., bags of bentonite chips), and a map identifying the locations of the wells that were decommissioned.

Deliverables:

- Final Work Plan
- Draft and Final Technical Memorandum

Assumptions:

- PVC casing, PVC screen, steel bollards, and steel monuments will be hauled offsite by the decommissioning contractor.

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- Oversight of 2-inch diameter PVC monitoring well decommissioning and site clean-up will occur over two days.
- Access to the subject property and negotiations with the property owner and/or tenants will be arranged by Project Team and all field work can be conducted during normal business hours.
- TM comments from Project Team can be incorporated over a single review cycle.
- Transducer data will be processed and reported under a separate task.

Subtask 102.2.6 – Mill City Site GM1 Well Decommissioning Fees and Direct Expenses
Consultant's Responsibilities:

This task includes the following fees and direct expenses associated with Task 102.2.6 – Mill City Site GM1 Well Decommissioning, including:

- Driller
- Travel expenses

Task 102.3 – Groundwater Modeling Evaluation

The purpose of this task is to provide field data and modeling evaluations for submittal to the Oregon Department of Environmental Quality (DEQ) to support a Water Pollution Control Facility (WPCF) permit determination in compliance with DEQ's groundwater protection rules.

Task 102.3 is comprised of two subtasks:

- Subtask 102.3.1 – Gates/Mill City Permitting Evaluation
- Subtask 102.3.2 – Detroit/Idanha Permitting Evaluation

Assumptions:

- It is assumed that the planned location for the infiltration facility in the Gates/Mill City area is further from the Santiam River than the planned location for the infiltration facility in the Detroit/Idanha area (less than 0.25 miles). Therefore, we anticipate that the evaluation to support a permitting determination for the Detroit/Idanha area will be more rigorous.

Subtask 102.3.1 – Mill City / Gates Permitting Evaluation
Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant shall perform the following activities for the infiltration facility in the Gates/Mill City area:

102.3.1.1. Based on the subsurface characterization and publicly available literature references (e.g., U.S. Geological Survey or USGS), develop a hydrogeologic conceptual site model (CSM) for the selected Gates/Mill City infiltration site. The hydrogeologic CSM will describe the geologic framework, exchanges between groundwater and surface water, groundwater flow direction, aquifer properties (hydraulic conductivity, storage, aquifer thickness, horizontal hydraulic gradient), and recharge from precipitation.

102.3.1.2. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical

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groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.

102.3.1.3. Using the numerical groundwater flow modeling code MODFLOW and contaminant fate and transport code MT3D, create a generalized 2-dimensional aquifer model to represent the infiltration site, and run contaminant fate and transport simulations to calculate the dilution and/or chemical transformation of the pollutant during transport. We anticipate that the contaminant fate and transport simulations will be the primary supporting evidence for demonstrating that the infiltration facility is compliant with DEQ's groundwater protection rules.

102.3.1.4. Prepare a technical memorandum to document the results of the permitting evaluation. First, the memo will include permitting determination in accordance with the following Maui criteria: (1) transit time in groundwater, (2) the distance a pollutant travels, and (3) the nature of the material through which a pollutant travels. Second, the memo will document the evaluation of compliance with DEQ's groundwater protection rules. Consultant shall submit a draft memo to the Project Team for review and will finalize the memo based on comments from the Project Team, then submit to DEQ for review.

102.3.1.5. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater protection rules, and (3) to discuss DEQ's comments on the memo.

Assumptions:

- Comments from the Project Team can be incorporated with a single review cycle.
- DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.
- Meetings with DEQ will be virtual.

Deliverables:

- Draft WPCF Evaluation Memorandum.
- Final WPCF Evaluation Memorandum that incorporates Project Team comments for submittal to DEQ.
- Final WPCF Evaluation Memorandum that incorporates DEQ comments.

Subtask 102.3.2 – Detroit / Idanha Permitting Evaluation

Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant shall perform the following activities for the infiltration facility in the Detroit/Idanha area:

~~102.3.2.1. Based on the subsurface characterization and publicly available literature references (e.g., U.S. Geological Survey or USGS), develop a hydrogeologic conceptual site model (CSM) for the McCoy site. The hydrogeologic CSM will describe the geologic framework, exchanges between groundwater and surface water, groundwater flow direction, aquifer properties (hydraulic conductivity, storage, aquifer thickness, horizontal hydraulic gradient), and recharge from precipitation.~~

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~~102.3.2.2.~~ 102.3.2.1. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.

~~102.3.2.3. Using the numerical groundwater flow modeling code MODFLOW and contaminant fate and transport code MT3D, create a generalized 2-dimensional aquifer model to represent the infiltration site, and run contaminant fate and transport simulations to calculate the dilution and/or chemical transformation of the pollutant during transport. We anticipate that the contaminant fate and transport simulations will be the primary supporting evidence for demonstrating that the infiltration facility is compliant with DEQ's groundwater protection rules.~~

~~102.3.2.4.~~ 102.3.2.2. Perform a modeling simulation to estimate the maximum recharge volume in the Detroit/Idanha area (additional evaluation of maximum recharge volume is needed in the Detroit/Idanha area due to the anisotropy; a model simulation would be more cost effective than hiring a driller to conduct a pumping test).

~~102.3.2.5. Prepare a technical memorandum to document the results of the permitting evaluation. First, the memo will include permitting determination in accordance with the following Maui criteria: (1) transit time in groundwater, (2) the distance a pollutant travels, and (3) the nature of the material through which a pollutant travels. Second, the memo will document the evaluation of compliance with DEQ's groundwater protection rules. Consultant shall submit a draft memo to the Project Team for review and will finalize the memo based on comments from the Project Team, then submit to DEQ for review.~~

~~102.3.2.6.~~ 102.3.2.3. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater.

Assumptions:

- Comments from the Project Team can be incorporated with a single review cycle.
- DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.
- Meetings with DEQ will be virtual.

~~*Deliverables:*~~

- ~~Draft WPCF Evaluation Memorandum.~~
- ~~Final WPCF Evaluation Memorandum that incorporates Project Team comments for submittal to DEQ.~~
- ~~Final WPCF Evaluation Memorandum that incorporates DEQ comments.~~

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Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)

Consultant Responsibilities:

102.4.1. Address permitting and other regulatory requirements related to the National Environmental Policy Act (NEPA), which will involve obtaining an agreement to access the properties, excavate test pits, and install monitoring wells. Assumes a level of effort with up to 48 hours.

102.4.2. Coordinate with property owner of "upper deck" private property to obtain permission to install two monitoring wells. Assumes a level of effort with up to 48 hours.

Owner Responsibilities:

- Review and approve permitting applications/letters requesting permission to access the McCoy site, excavate test pits, and install monitoring wells.
- Owner is responsible for costs associated with property owner conditions related to site access and site access agreements.

Task 102.5 – Infiltration Basin Pilot Test

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant will conduct a pilot test (minimum of fourteen (14) days to maximum of twenty-eight (28) days) for proposed infiltration basins at Site GM1 in Mill City, Oregon to further confirm long-term capability of the proposed infiltration basins and support the permitting process.

Assumptions:

- The number of meetings and site visits anticipated are specified in the scope tasks detailed below. If these meetings and technical consultations result in work scope modifications, such modifications are not included or budgeted within this scope.
- Access to the subject property and negotiations with the property owner and/or tenants will be arranged by the Consultant, and all field work can be conducted during normal business hours.
- Unimpeded access to the work locations will be available, including no conflicts with overhead power or underground utilities.
- Consultant assumes field activities can be accomplished within the number of days specified in the scope tasks detailed below. This includes mobilization and field work. Consultant will attempt to schedule field work to avoid significant weather events where possible. However, if weather impacts projected mobilization costs or the overall project schedule, this may result in additional fees. Owner will be kept informed if there are unanticipated weather delays.
- Owner will provide information which they have available regarding the presence of underground utilities within the study area. A public utility locate notification will be conducted, and Consultant will contract a private utility locator in an effort to identify and avoid subsurface utilities at the proposed work locations. Drilling/sampling locations will be considered and modified based on the results of these efforts as described in the work plan. The use of these methods does not guarantee that unidentified conduits/structures will not be encountered during drilling and excavation, but greatly minimizes the risk of doing so. Consultant will not be responsible for damage to subsurface utilities not identified prior to initiating work.
- Ground-disturbing activities will not impact protected natural and cultural resources such as wetlands and waterways, critical habitat, archeological sites, and historic properties and structures. It is the responsibility of Consultant to obtain all required local, state, and federal environmental permits and clearances, including but not limited to the National Environmental

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Policy Act, Section 404 of the Federal Clean Water Act, Section 401 Water Quality Certification, National Pollutant Discharge Elimination System Permits, Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act, Oregon Fish Passage law, Oregon Removal-Fill law, and Oregon Native American Graves and Protected Objects law.

- No unreasonably difficult subsurface conditions will be encountered requiring the use of alternative drilling/excavation equipment than specified above.
- All fieldwork can be performed using standard personal protective equipment and procedures (Level D).
- Other than drilling start card documentation, no other permits are specified or included. If necessary, other permits would be obtained at an additional time and materials basis.
- Consultant has assumed that deliverables will require only one review cycle and the scope of work detailed below will be utilized for the development of the workplan. If significant changes are made to the scope, this may impact costs associated with Task 102.5.1. Following issuance of the final report, if information is subsequently provided to Consultant that warrants report revisions or amendments, the additional work will be charged on a time and materials basis.
- Consultant's work product is intended for use by Owner and is not intended for reliance by third parties unless otherwise specified in this scope of work. If requested by the Owner, a reliance letter will be reviewed and considered by Consultant. Completion of a reliance letter may be subject to an additional fee.

Consultant Responsibilities:

102.5.1. Meetings, Work Plan, Pre-Field Work Preparation. Consultant will develop a work plan for the pilot test that outlines the methods for excavating up to three test pits within the planned footprints of Basin J1 and Basin J2, constructing monitoring well GM1-MW-4, excavating a 50-foot by 50-foot infiltration basin, and conducting the pilot test. A draft Work Plan will be provided to the Project Team for review, and a second draft Work Plan will be submitted to the Oregon Department of Environmental Quality (DEQ) for review. The final Work Plan will incorporate the Project Team and DEQ comments.

In addition, Consultant will prepare for the pilot test by developing health and safety plans to cover the field work; field-locating the test pits, monitoring well, and test basin at the site; and overseeing a utility locating contractor to clear excavation locations of subsurface utilities. Consultant will coordinate location, design, and schedule of field work and work with the City to obtain water for the infiltration pilot test. Consultant will review and compile data from previous field investigations at the site and refine the work program as needed. This task also includes periodic email updates to the Project Team on the status of the project and meetings between Owner, Consultant, and Subconsultants to discuss pilot test results.

Assumptions:

- Work Plan comments can be incorporated over a single review cycle.
- Five (5) one-hour, virtual meetings will occur during the course of the project to coordinate between Consultant and Subconsultants Project Team. One (1) virtual meeting to discuss pilot test results will occur with the entire Project Team.
- Two field visits will occur to oversee the utility contractor and mark excavation and boring locations.

Deliverables:

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- Draft Work Plan for review by the Project Team.
- Draft Work Plan for review by DEQ.
- Final Work Plan that incorporates Project Team and DEQ comments.

102.5.2. Monitoring Well Drilling and Construction Oversight. An additional monitoring well is required as a part of the pilot test to monitor groundwater mounding adjacent to the pilot test basin. Consultant will develop contract with driller to conduct work and oversee construction of a monitoring well using sonic drilling methods (monitoring well GM1-MW4) adjacent to the test basin and will equip the monitoring well with a down-hole pressure transducer and datalogger to record groundwater levels before, during, and after the pilot test. Soils will be logged in general accordance with the Unified Soil Classification System (USCS). Consultant shall oversee development activities, conduct synoptic water level monitoring, and download pressure transducer data from monitoring wells at Site GM1. Consultant shall also verify that well materials meet Oregon Administrative Rule requirements for drilling monitoring wells. After well completion, Consultant will oversee survey of the latitude, longitude, and elevation of the monitoring well.

Assumptions:

- The monitoring well will be constructed of 2-inch schedule 40 PVC, will be 50-feet deep, and will be completed with an above-ground monument with three protective bollards.
- Soil core from the monitoring well boring can be spread on the ground.
- The scope of work does not include monitoring well decommissioning as it may be utilized for long-term monitoring purposes.
- Monitoring well drilling oversight, well construction, and development will occur over three (3) days and will include one (1) site mobilization.

102.5.3. Test Pit Excavation and Infiltration Testing. As the site layout design for GM1 has progressed, infiltration basins J1 and J2 have been preliminarily located at the site in an area where no infiltration testing has occurred. Subsurface exploration is important in this area due to the presence of a former log pond to the east, the extent of which has been identified from aerial photos but has not been confirmed with subsurface exploration. Consultant will coordinate with the CM/GC who will oversee the excavation of three (3) test pits up to fifteen (15) feet below ground surface (bgs) or a depth sufficient to observe unsaturated zone soils in the opinion of the on-site hydrogeologist in the area of proposed basins J1 and J2. Consultant will coordinate with CM/GC to conduct infiltration tests at each pit and oversee placement/installation of an oversized (4-foot diameter x 3-foot) steel cylinder in each test pit by CM/GC for use in infiltration test. Consultant shall log soils from the test pits in general accordance with the USCS, collect soil moisture measurements to estimate the extent of the wetting front, and assess infiltration tests to determine whether additional excavations are recommended at the site. Consultant shall communicate status and results to the Project Team on an on-going basis and oversee backfilling of the test pits.

Assumptions:

- Test pit excavation and geologic logging and infiltration testing will be completed in three (3) days.

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- CM/GC will complete the excavation of the test pits.
- CM/GC will provide oversized (4-foot diameter x 3-foot) steel cylinder and coordinate placement/installation in each test pit with Consultant.
- CM/GC will provide a 500-gallon (minimum) water tank, filled with 2-inch diameter hose and flow meter to convey water into the test pit.
- Costs for water, permitting, and other City requirements for fire hydrant use to fill the water tank will be the responsibility of the CM/GC.

102.5.4. Test Infiltration Basin Construction. Consultant will coordinate with the CM/GC who will excavate a 50-foot by 50-foot infiltration basin to a depth of one (1)-foot bgs. Consultant will coordinate with the CM/GC who will oversee the placement of an energy diffusion system (rip-rap) at the location where water discharges to the basin to minimize turbidity during the test. and install a temporary shallow piezometer in the center of the basin in an attempt to monitor groundwater mounding directly below the basin during the pilot test.

Consultant will install a temporary stilling well and staff gauge in the basin and equip the stilling well with a pressure transducer and datalogger to monitor the surface water level during the pilot infiltration test. The water level monitoring system will be equipped with remote communication capabilities to detect potential overflow conditions during the test. Consultant will oversee survey of the latitude, longitude, and elevation of the stilling well to facilitate comparison between water levels in the infiltration basin and monitoring well during the pilot infiltration test.

Consultant will download data from transducers immediately before the start of the test and review data and conduct shakedown testing of the remote monitoring system before the start of the test.

Assumptions:

- The infiltration basin will be excavated in three (3) days.
- The anticipated location of the infiltration basin will not require relocation due to utilities or obstructions.
- Excavation of the infiltration basin shall be completed by the CM/GC through an early work amendment (EWA).

102.5.5. 28-Day Infiltration Basin Pilot Test. The infiltration pilot test is planned to consist of discharging potable water from the nearest Mill City fire hydrant into the test basin for a minimum of fourteen (14) days and a maximum of twenty-eight (28) days, as required, at a rate of about 100 gallons per minute (gpm). Consultant will oversee installation of totalizing flow meters, shut off valves, hose ramps, and hosing by CM/GC to convey water from the fire hydrant to the rip-rap area at the infiltration basin. Consultant will measure flow with totalizing flow meters at the hydrant and at the entrance to the basin and measure groundwater levels and surface water levels using pressure transducers and hourly to daily manual measurements (depending on the phase of the test).

Prior to the test, Consultant will measure baseline groundwater elevations and reprogram the pressure transducers in monitoring wells GM1-MW1, GM1-MW2, GM1-MW3, and GM1-MW4 to record aquifer response during the pilot infiltration test.

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Consultant will oversee the first twelve (12) hours of the test to observe water level trends and refine the flow rate. For the remainder of the first week, Consultant will conduct a daily field visit to measure the water level in the pilot infiltration basin, the temporary piezometer, and at groundwater monitoring wells GM1-MW1, GM1-MW2, GM1-MW3, and GM1-MW4. Transducer data will be downloaded and reviewed.

For each additional week of testing, Consultant will visit the infiltration basin site three (3) times per week and measure groundwater elevations in monitoring wells GM1-MW-1, GM1-MW2, GM1-MW3, and GM1-MW4, and download and review transducer data. Consultant will recommend duration of test that will allow understanding of the mounding that will occur. Based on mounding simulations, extending the test past fourteen (14) days (Week 2) may be necessary if aquifer permeability is lower than expected. Extending the test will incur additional fees for water use from the City of Mill City, and regular check-ins to manually measure water levels. Consultant estimates that the maximum time the test will need to run is 28 days.

Consultant will check transducer condition (battery and memory) during each site visit and maintain transducers as needed. Consultant will evaluate data and assessment of aquifer response based on the data that are collected on a daily basis.

At the conclusion of the test, Consultant will allow transducers to continue running for two weeks to monitor, assess data, and evaluate recession of the groundwater mound. Consultant will visit the site two weeks after conclusion of the test and conduct a transducer download. Consultant will support the CM/GC who will oversee backfilling of the infiltration basin with the excavated soils, and the temporary piezometer and stilling well will be removed.

Assumptions:

- Mill City water costs will be included in the CM/GC EWA scope of work and will not exceed $17,085 during Weeks 1 and 2 (Days 1 to 14) of the test and will not exceed $8,500 per week for Weeks 3 and 4 (Days 15 to 28).
- Consultant will conduct site visits three (3) times per week during Weeks 3 and 4 for a total of six (6) visits.
- Consultant will be responsible for obtaining permits required for Infiltration Basin Pilot Testing. Applicable permit fees will be paid by Owner.
- CM/GC will be responsible for coordination with the City, permits, backflow prevention, meters, and other City requirements for using the fire hydrant.
- There will be no constraints on getting meters or approvals for the potable water from the City of Mill City.
- CM/GC will be responsible for turning water on at fire hydrant and monitoring its flow for the duration of the infiltration basin pilot test.

102.5.6. Analysis and Reporting. Consultant will use data collected during the pilot test to calibrate the MOUNDSOLV model to the observed mounding. Specifically, model input parameters will be adjusted to achieve a better match between predicted and observed mounding during infiltration. After the MOUNDSOLV model has been calibrated to the pilot test, the

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calibrated model will be run under conditions representing the planned infiltration basins design and 2045 effluent generation rate.

Consultant will evaluate implications of the testing results on the recently-issued DEQ guidance for implementation of the U.S. Supreme Court's Maui Decision.
The pilot test methods, results, and MOUNDSOLV simulations will be documented in a technical memorandum. The technical memorandum will include plots of water level versus time in the monitoring wells and stilling well, a detailed narrative of the testing procedure, a figure showing well and infiltration basin locations, comparison of the results to previous work at the site, professionally-drafted boring logs summarizing the soil types that were encountered during test pit and monitoring well drilling, and a groundwater elevation contour map at various times during the infiltration test showing horizontal hydraulic gradient and groundwater flow direction.

Assumptions:

- Technical memorandum comments can be incorporated over a single review cycle.
- The Department of Environmental Quality (DEQ) will not provide comments on the technical memorandum.

Deliverables:

- Draft technical memorandum for review by the Project Team.
- Final technical memorandum that incorporates Project Team comments.

102.5.7 Tracer Test Planning. Consultant will conduct a tracer test to: (1) estimate groundwater travel time between the infiltration basins at Site GM1 and the Santiam River and (2) estimate solute attenuation by dispersion. The objective of this task is to develop a scope of work, schedule, and cost estimate for the tracer test.

Consultant will complete the following as part of this task:

- Conduct three (3) meetings with Project Team, including legal counsel, to confirm tracer test objectives and provide input.
- Evaluate options for tracers and develop a recommendation for a tracer. This task will include a review of tracer tests conducted by the U.S. Geological Survey in Maui.
- Determine construction and locations for downgradient monitoring wells to monitor tracer concentrations and determine the number of wells.
- Develop a list of needs for conducting the tracer test (e.g., water, equipment, staging, power) and develop a schedule for conducting the test. Develop schematic diagrams for the tracer injection system.
- Develop a cost estimate for implementing the tracer test.
- Reporting.

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Assumptions:

- Technical memorandum comments can be incorporated over a single review cycle.
- The Department of Environmental Quality (DEQ) will not provide comments on the technical memorandum.
- Meetings with Project Team will be virtual.

Deliverables:

- Draft technical memorandum summarizing the scope of work, schedule, and cost estimate for conducting a tracer test.
- Final technical memorandum that incorporates Project Team comments.

102.5.8 Tracer Test (Contingency Task). Consultant will conduct a tracer test at proposed infiltration basin at Site GM1 in Mill City, Oregon. The proposed tracer study is intended to support ongoing evaluation and analysis for infiltration of advanced treated wastewater from the communities of Mill City and Gates.

Assumptions:

- The number of meetings and site visits anticipated are provided in the tasks below. If these meetings and technical consultations result in work-scope modifications, such modifications are not included or budgeted within this scope.
- Access to the subject property and negotiations with the property owner and/or tenants will be arranged by the Consultant and all fieldwork (except for the seven (7)-day tracer introduction period) can be conducted during normal business hours.
- Unimpeded access to the work locations will be available, including no conflicts with overhead power or underground utilities.
- Consultant assumes field activities can be accomplished within the number of days outlined for each task. This includes mobilization and fieldwork. Consultant will attempt to schedule field work to avoid significant weather events where possible. However, if weather impacts projected mobilization costs or the overall project schedule, this may result in additional fees. Project Team will be kept informed if there are unanticipated weather delays.
- Owner will provide information which they have available regarding the presence of underground utilities within the study area. A public utility locate notification will be conducted, and Consultant will contract a private utility locator to identify and avoid subsurface utilities at the proposed excavation location. Consultant will not be responsible for damage to subsurface utilities not identified prior to initiating work.
- Ground-disturbing activities will not impact protected natural and cultural resources such as wetlands and waterways, critical habitat, archeological sites, and historic properties and structures. Required local, state, and federal environmental permits and clearances will be provided under other sections of this Contract.
- All fieldwork can be performed using standard personal protective equipment and procedures (Level D).
- Deliverables will require only one (1) review cycle, and the scope of work outlined in the tasks below will be utilized for the development of the workplan. If significant changes are made to the scope, this may impact costs. Following issuance of the final technical

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memorandum, if information is subsequently provided to Consultant that warrants revisions or amendments, the additional work will be charged on a time and materials basis.

- Consultant's work product is intended for use by Owner and is not intended for reliance by third parties unless otherwise specified in this scope of work. If requested by the Owner, a reliance letter will be reviewed and considered by Consultant. Completion of a reliance letter may be subject to an additional fee.

102.5.8.1 Project Management and Pre-Field Work Preparation.

Consultant Responsibilities:

- Develop a work plan for the tracer study that outlines the methods for excavating a tracer solution introduction basin, preparation and introduction of the tracer solution (including diagrams), instrumentation and methodology for monitoring the tracer study, analytical methods, and project schedule.
- Develop a Health and Safety Plan (HASP) to cover the fieldwork.
- Oversee a utility locating contractor to clear excavation locations of subsurface utilities and mark excavation limits.
- Hold three (3) one-hour, virtual meetings during the project to coordinate with Project Team.
- Coordinate field schedule with subcontractors and equipment suppliers, and coordinate with the Mill City to obtain water for the field work.
- Provide periodic email updates to the project team on the status of the tracer study.
- Review and compile data from previous field investigations at the site and refine the tracer monitoring program as needed.

Assumptions:

- Work Plan comments can be incorporated over a single review cycle.

Deliverables:

- Draft Work Plan for review by the Project Team.
- Final Work Plan that incorporates Project Team comments.

102.5.8.2 Basin Construction, Instrumentation, and Tracer Introduction. This task will involve construction of a tracer introduction basin, deploying monitoring instrumentation, and controlled introduction of the tracer solution into the basin.

Consultant Responsibilities:

- Confirm selection of the tracer and solution strength to be used in the tracer study through review of published studies and evaluation of onsite geochemical data. Preliminarily, chloride (in the form of sodium chloride) has been identified as an appropriate tracer with a target concentration of 70 milligrams per liter (mg/L).
- Procure a subcontractor to assist with construction of the tracer introduction basin and mobilization of equipment to the site to conduct the tracer study. Anticipated

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equipment will include five, 20,000-gallon capacity water storage and tracer mixing tanks, piping and valving, tracer solution and mixing equipment, flow regulation and other necessary equipment.

- Oversee utility locates prior to basin construction.
- Oversee excavation of a 50-foot by 50-foot tracer introduction basin to a depth of 2 foot below ground surface. An energy diffusion system (rip-rap) will be placed at the location where tracer solution discharges to the basin to reduce turbidity during the tracer introduction period.
- Install a temporary stilling well and staff gauge in the basin and equip the stilling well with a Solinst Levelogger 5 Model M10 pressure transducer and datalogger to monitor the surface water level during introduction of the tracer solution. Barometric pressure will be monitored with a Solinst Barologger 5.
- Procure and install InSitu Aquatroll Model 600 down-hole water quality sondes capable of providing continuous measurement of water level and chloride (and/or total dissolved solids [TDS]) in up to six (6) monitoring wells and one surface water location (Santiam River). The instruments will be programmed to record water level and tracer-related parameters to assess solute breakthrough over time.
- Conduct shakedown testing of the tracer introduction equipment and monitoring systems before the start of the test.
- Download data from transducers and water quality sondes immediately before the start of the test and review data to assess background conditions.
- Execute the introduction of the tracer solution into the basin. The tracer solution will be introduced into the basin continuously (24 hours per day) for seven (7) consecutive days. Coordinate full-time oversight by the subcontractor to maintain tracer solution mixing and full-time monitoring during the tracer introduction period. Consultant will conduct daily site visits during the tracer introduction period, and provide frequent updates to the Project Team. The concentration of tracer in discharge from the mixing tanks will be monitored continuously with an InSitu Aquatroll 600 sonde.
- Demobilize equipment associated with the tracer solution introduction and backfill/restore the tracer introduction basin.

Assumptions:

- The tracer introduction basin will be excavated in two (2) days and excavated material can be stockpiled onsite for later use as backfill of the basin.
- The anticipated location of the infiltration basin will not require relocation due to utilities or obstructions.
- Water required for the preparation of the tracer solution can be obtained from a nearby fire hydrant, and the cost of water required to support the testing will not exceed $700.
- There will be no constraints on getting meters or approvals for the potable water from the City of Mill City.
- Infiltration rates in the tracer introduction basin will support delivery of the tracer solution at approximately 12 gallons per minute (gpm) continuously over a seven (7)-day period.

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102.5.8.3 Tracer Monitoring.

Consultant Responsibilities:

- For the first four (4) weeks following the tracer introduction period, conduct weekly site visits to download data from the down-hole sonde instruments. The relatively high frequency of initial site visits is intended to confirm that the monitoring instrumentation is working as designed.
- Following the first month, conduct monthly site visits to download data from the down-hole instruments. During each visit, check instrument condition including battery and memory, and maintain monitoring equipment as needed. Following each data collection event, update summaries of tabulated data and provide data updates to the Project team. Based on the preliminary understanding of groundwater flow velocities, we anticipate up to fifteen (15) monthly visits may be required to capture the breakthrough characteristics of the tracer solution as it migrates through the shallow aquifer towards the Santiam River.
- Following completion of the monitoring period, remove instrumentation from the array of monitoring points.

Assumptions:

- Based on observations during the tracer study, Consultant may recommend extending the study to better-understand the nature of solute movement and attenuation at the site. Extending the study will incur additional Consultant labor for periodic site visits (for downloading data).
- The direction of groundwater flow from the tracer introduction basin and the Santiam River is northwesterly, and the array of existing/available monitoring wells are adequately located to characterize solute migration (i.e., the installation of additional monitoring wells is not required to support the tracer study).
- Consultant will conduct daily site visits during the seven (7)-day tracer injection period.
- Consultant will conduct site visits once per week during the first four (4) weeks following introduction of the tracer solution.
- Consultant will conduct site visits once per month for up to fifteen (15) months following introduction of the tracer solution.
- Project meetings for the purpose of tracer study updates will be virtual.

102.5.8.4 Analysis and Reporting Consultant will prepare a technical memorandum documenting the data collected and analysis completed as part of the tracer study.

Consultant Responsibilities:

- A description of the methods and equipment used to introduce the tracer solution, and a discussion of the total mass and concentration of solute introduced.
- Tabulated data, figures, and plots illustrating the measured solute concentration over time in the array of monitoring points used to support the study.

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- A discussion of the analytical methods used to evaluate the fate and transport of the tracer solution, and associated attenuation parameters and aquifer parameters.
- Estimates of bulk-scale and pore-scale groundwater flow velocities and dispersivity coefficients based on the data analysis.
- A discussion of the tracer study results in the context of anticipated attenuation of wastewater-related constituents for a full-scale rapid infiltration basin (RIB) at the expanded wastewater facility.

Assumptions:

- Memorandum comments can be incorporated over a single review cycle.
- The Oregon Department of Environmental Quality will not provide comments on the technical memorandum.

Deliverables:

- Draft technical memorandum for review by the Project Team.
- Final technical memorandum that incorporates Project team comments.

102.5.9 Tracer Study Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 102.5.8 – Tracer Study, including:
  - Tracer study equipment and instrumentation
  - Utility locates
  - Excavator
  - Water charges
  - Travel expenses

Task 102.6 – Response to DEQ Modeling Report Comments

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant shall address the comments from DEQ dated January 16, 2024, made in response to Consultant's technical memorandum titled "Evaluation of the Environmental Fate of Residual Pollutants from an Advance Treated Wastewater Infiltration System, Mill City, Oregon," in accordance with the Consultant's response letter dated February 26, 2024.

Consultant Responsibilities:

102.6.1 Project Management. Prepare for and attend bi-weekly meetings, starting April 2024 and through December 2024. Prepare monthly invoices from April 2024 through December 2024. As needed client communications, staff, subcontractor, and project management. Prepare for and attend two onsite meetings in Mill City, Oregon.

Deliverables:

- Monthly invoices with a cover letter summarizing completed activities.

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102.6.2 The Technical memorandum dated November 16, 2023 documents fate and transport simulations for toluene, di(2-ethylhexyl) phthalate (DEHP), and nitrate. The simulations were based on a modeling code (BIOSCREEN) that does not account for background concentrations of pollutants in the aquifer. Therefore, while the BIOSCREEN modeling simulations are accurate for toluene and DEHP (which are not present in background groundwater), the simulations only approximate nitrate concentrations [because nitrate is present at a background concentration of about 1 milligram per liter (mg/L)]. The County would like to conduct additional nitrate attenuation simulations using a modeling code that can account for background nitrate in groundwater and therefore more accurately simulate nitrate attenuation. In addition to using a different modeling code to simulate nitrate attenuation, this task addresses Comment 1 in DEQ's January 16, 2024 email:

"1. *Sensitivity analysis – DEQ would like to see a sensitivity analysis of the hydrogeological modelling between the proposed rapid infiltration basins and the river. For example, what if the highest or lowest measured hydraulic conductivity is more representative than the average? What if the volumes of effluent were half or double, or the nitrate concentration in the effluent is different (e.g., 10 mg/L or 20 mg/L, etc.)?"*

This task involves: (a) conducting additional nitrate fate and transport simulations using the U.S. Geological Survey (USGS) modeling code MODFLOW, (b) performing sensitivity analyses on the MODFLOW nitrate simulations as requested by DEQ, and (c) performing sensitivity analyses on the previous BIOSCREEN simulations for toluene and DEHP as requested by DEQ. This task will consist of the following activities:

102.6.2.1 Consultant will construct a numerical groundwater flow model using MODFLOW, including model grid and layers, assigning model input parameters, model boundary conditions (river, recharge, etc.) determining initial groundwater elevations, and calibration of the model to observed groundwater elevations. Modify the model to simulate the fate and transport of nitrate in groundwater and calculate nitrate concentrations in groundwater at: (a) the downgradient property boundary and (b) the Santiam River. Conduct sensitivity analyses on hydraulic conductivity, volume of recharge, and concentration.

102.6.2.2 Consultant will conduct a sensitivity analysis on the BIOSCREEN simulations of toluene and DEHP date and transport, including varying the values of hydraulic conductivity, the volumes of effluent, and the concentration of nitrate.

102.6.2.3 Consultant will develop a report documenting the modeling simulations for review and comment by DEQ.

Assumptions:

- Up to twenty-four (24) hours are assumed to address comments from DEQ on the modeling. Additional time required to respond to DEQ will be addressed under a separate amendment.
- The report can be finalized based on a single review cycle from the Owner.

Deliverables:

- Draft modeling report with Project Team comments incorporated for review by Owner.
- Final modeling report with Owner's comments incorporated for review by DEQ.

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102.6.3 Beneficial Groundwater Use Elevation. This task addresses Comment 3 in DEQ's January 16, 2024 email:

"3. Investigate beneficial uses downgradient and near the proposed treatment system location. Will the rapid infiltration basin impact water quality in the nearby drinking water wells? Will pumping of nearby wells impact the flow of treated wastewater?"

Consultant will conduct the beneficial water use determination in accordance with DEQ's 1998 guidance document "Guidance for conducting Beneficial Water Use Determinations (BWUDs) at Environmental Cleanup Sites." This task is comprised of the following activities:

102.6.3.1 Assess the "Locality of the Facility" for the groundwater use survey of the BWUD based on the nitrate contaminant fate and transport modeling and hydrogeologic investigation at the site.

102.6.3.2 Evaluate if pumping of nearby wells will impact the flow of treated wastewater after collecting additional data about the types of wells that are present near the infiltration facility.

102.6.3.3 Summarize the hydrogeologic setting of the site, including:

a. Summarize regional geology and hydrogeology, including, if available, background water quality; recharge and discharge mechanisms; available water yield; aquifers and aquitards; and aquifer properties (transmissivity, leakage, storativity, groundwater gradient, groundwater flow direction, and characteristics of surface water bodies).
b. Summarize local geology and hydrogeology, including background water quality; water availability; flow direction; gradient; aquifers and aquitards; and connectivity of the aquifer to surface water.
c. Construct a geologic cross section along the groundwater flowpath showing geology based on monitoring wells and test pits at site GM1.

102.6.3.4 Evaluate the current and reasonable likely future beneficial water uses in the locality of the facility, including:

a. Evaluate existing groundwater uses with a groundwater use survey within the locality of the facility consisting of a door-to-door survey, identification of properties without connection to City water, identification of properties that are suspected to have unregistered water wells, a search of Oregon Water Resources Department water well databases.
b. Complete a surface water use survey for recreational uses of surface water based on conversations with the Oregon Department of Fish and Wildlife and the City of Mill City.
c. Evaluate reasonably likely future beneficial groundwater uses based on land use; current and historic water use (e.g., public connection); trends in water use, water rights considerations and water supply availability; federal and state regulations, and population projections.

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d. Develop a report summarizing the Beneficial Water Use Determination (BWUD) for submittal to DEQ.

Assumptions:

- Project team will utilize services of right-of-way agent to conduct the door-knocking survey within the locality of the facility and will provide Consultant with a spreadsheet summarizing the results of the property contacts.
- The City of Mill City will provide information about whether properties within the locality of the facility are connected to City water, and whether there are any properties suspected of having unregistered supply wells.
- DEQ comments on the BWUD report will be addressed under a separate amendment.

Deliverables:

- Draft BWUD report with Project Team Project Team comments incorporated for review by Owner.
- Final BWUD report with Owner's comments incorporated for review by DEQ.

102.6.4 Seasonal Water Level and Nitrate Data Collection. This task addresses Comment 5 in DEQ's January 16, 2024 email:

"5. Continue to collect seasonal water level and nitrate data to better understand the seasonal variability in background groundwater."

This task is comprised of the following activities:

102.6.4.1 Conduct quarterly site visits for a year (from March 2024 through March 2025) to site GM1 to download transducer data from the five (5) site monitoring wells and one (1) barologger.

102.6.4.2 Manage data, develop data tables, update plots, develop groundwater elevation contour maps for each quarter.

102.6.4.3 Develop a brief technical memorandum with water level plots and groundwater elevation contours.

Assumptions:

- The brief technical memorandum will not undergo a review cycle.
- Analytical costs for nitrate are included in the fee for Task 102.6.5.

Deliverables:

- Brief technical memorandum with water level plots and groundwater elevation contours.

102.6.5 Modeling of BOD, pH, TSS, and TDS. This task addresses Comment 4 in DEQ's January 16, 2024 email:

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"4. Is it possible to extend the modelling to include Biological Oxygen Demand and pH? What are the likely BOD, pH, TSS, and TDS coming out of the treatment system. Please model what the chemical concentrations will be near the river."

This task is a geochemical characterization program and geochemical modeling evaluation that will be implemented by a sub-consulting firm that specializes in geochemistry. The objective of the evaluation is to distinguish between wastewater quality at the point of discharge and along the groundwater flowpath at: (a) the property boundary and (b) the Santiam River. This task is comprised of the following activities:

102.6.5.1 Manage the project and attend meetings.

102.6.5.2 Review existing project documentation and available groundwater, geological, and wastewater quality datasets.

102.6.5.3 Evaluate soil quality based on the soil samples collected in March 2024 from the monitoring well GM1-MW4 boring. The samples will be analyzed for mineralogy, sequential extraction procedure (SEP), cation exchange capacity (CEC), total metals, and acid base accounting (ABA).

102.6.5.4 Develop an initial geochemical conceptual site model that includes the geochemical factors influencing transformation or dilution of pH, Biological Chemical Demand (BOD), total solids (TS), and total suspended solids (TSS) in treated water. Based on the geochemical conceptual site model, develop a detailed plan for further modeling activities and present it to the Project Team for review and comment.

102.6.5.5 Conduct modeling to evaluate changes in water quality and the geochemical reactions that are expected to occur as groundwater moves from the infiltration area to the property boundary and the discharge point near the Santiam River.

102.6.5.6 Prepare a technical memorandum summarizing a final geochemical conceptual site model and the results of the modeling.

Assumptions:

- The projected treated wastewater composition will be used for the geochemical models. If there are gaps in the projected wastewater composition, then raw wastewater data from Mill City's existing treatment system will be used.
- The Project Team can agree on the detailed plan for further modeling during a meeting, as opposed to a part of a formal review period that occurs outside of the meeting.
- A GIS layer showing the layout of the infiltration basins and future property boundaries will be provided to Consultant.
- A total of ten (10) soil samples and two (2) groundwater samples will be analyzed.

Deliverables:

- Draft modeling report with Project Team comments incorporated for review by Owner.
- Final modeling report with Owner's comments incorporated for review by DEQ.

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102.6.6 Compliance Well Locations and Functional Equivalent Form. This task addresses Comments 6 and 7 in DEQ's January 16, 2024 email:

"6. Propose appropriate well location(s) for future compliance sampling. These locations also need to confirm directional flow of groundwater. What concentrations of nitrate (and possibly other parameters) at these locations would indicate a problem (above drinking water maximum contaminant levels [MCL] or above background)."

"7. Complete the functional equivalent form we sent you."

102.6.6.1 Work with the City and County to identify public property where monitoring well(s) could be installed and propose a well location and construction to the Project Team by email.

102.6.6.2 Complete the functional equivalent form based on information collected during earlier phases of the site GM1 investigation.

Assumptions:

- The functional equivalent form will be completed by the Project Team based on information provided by the Consultant.

102.6.7 Respond to DEQ Comments. Consultant will address initial DEQ comments on the following technical memoranda:

- Beneficial Water Use Determination
- BIOSCREEN Model
- Nitrate Moel
- Geochemical Model
- Miscellaneous DEQ Comments

Assumptions:

- This budget assumes that no more than eight (8) hours of Principal Hydrogeologist time, sixteen (16) hours of Project Hydrogeologist time, and sixteen (16) hours of Staff Hydrogeologist time will be required to address each Technical Memorandum. Because Consultant has not received comments from DEQ, this budget is an estimate of the level of effort that will be needed to address comments. An amendment to this task may be required if DEQ comments warrant additional time or level of effort to address.

Task 102.7 – Additional Services

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

102.7.1 Per- and polyfluoroalkyl substances (PFAS) Sampling. Consultant will assess background concentrations of PFAS in groundwater, surface water and untreated wastewater in association with a rapid infiltration basin (RIB) pilot study at study area GM1 in Mill City, Oregon.

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102.7.1.1 Raw Wastewater Sample Collection and Analysis. Consultant will collect one sample of raw (untreated) wastewater from the WPCF located adjacent to the GM1 Site, with the following specific activities:

- Correspond with Mill City staff for coordination and access to the existing WPCF.
- Collect one (1) raw (untreated) composite sample of wastewater influent from the existing WPCF, at the designated manhole location. An average or generally representative wastewater sample will be collected directly into laboratory-supplied containers in accordance with laboratory requirements and analyzed for PFAS using EPA Method 1633.

102.7.1.2 Surface Water Sample Collection and Analysis. Collect two (2) surface water samples from the North Santiam River to support the background PFAS assessment, with the following specific activities:

- Correspond with Mill City staff to coordinate access for the collection of surface water samples at upstream and downstream locations relative to the existing and proposed WPCF.
- Collect two surface water samples from the North Santiam River located upstream and downstream of the current WPCF drain field. These locations are also intended to reflect upstream and downstream locations relative to anticipated groundwater discharge from the proposed future RIB location, which is located relatively further from the river.
- Collect samples directly into laboratory-supplied containers in accordance with laboratory requirements. During sample collection, Consultant will measure and record field parameters at the sampling locations including temperature, pH, specific conductivity, turbidity and ORP using a calibrated field meter. During the sampling event, Consultant will employ equipment and additional measures to prevent cross-contamination of samples in general accordance with standard industry operating procedures.
- Submit the surface water samples for analysis of PFAS using EPA Method 1633.
- Obtain GPS coordinates of each surface water sampling location.

102.7.1.3 Groundwater Sample Collection and Analysis. Collect groundwater samples for PFAS evaluation using selected monitoring wells located (1) around the existing WPCF (Kimmel Park area), and (2) at a recently installed monitoring wells adjacent to the GM1 Site. Specifically, the monitoring wells to be sampled include:

- GM1-MW2 (monitoring well at the GM1 Site).
- GM1-MW3 (monitoring well at the GM1 Site).
- MW-2 (existing monitoring well at the current WPCF).
- MW-3s (existing installed monitoring well at the current WPCF).
- MW-4 (existing installed monitoring well at the current WPCF).

Consultant will perform the following activities for this task:

- Correspond with Mill City staff to coordinate access to the monitoring wells.

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- Collect one groundwater sample from each of the five (5) monitoring wells. Consultant will conduct groundwater monitoring and sampling activities in accordance with industry standard operating procedures.
- Submit the surface water samples for analysis of PFAS using EPA Method 1633.

Deliverables:

- Documentation: Document the collection procedures and analytical results of wastewater, surface water and groundwater sampling in a technical memorandum that will be submitted to the project team. The technical memorandum will include a description of sampling activities, chemical analytical results, sampling locations, tabulated chemical analytical data, and other supporting documentation.

Assumptions:

- Laboratory fees for PFAS Sampling are included in Task 102.7.2.

102.7.2. PFAS Sampling Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 102.7.1 – PFAS Sampling, including:
  - Laboratory fees for water quality sampling
  - Sampling equipment and instrumentation
  - Shipping
  - Travel expenses

102.7.3. Respond to City of Salem Comments:

102.7.3.1 Prepare written responses to the City of Salem's comments, dated April 18, 2024 (internal only).

102.7.3.2 Attend two (2) in-person meetings to discuss the City of Salem's comments, dated April 18, 2024.

102.7.3.3 Virtually attend bi-weekly meetings with the City of Salem from May 2024 through December 2024 (16 meetings)

102.7.4. Seep Sampling.

102.7.4.1 Collect up to nine (9) samples of spring water from the Santiam River riverbank and analyze them for nitrate, BOD, TSS, TDS, and pH.

Deliverables:

- Seep Sampling Technical Memorandum.
- Prepare brief data report summarizing laboratory results.

102.7.5. Seep Sampling Fees and Direct Expenses

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Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 102.7.4 – Seep Sampling, including:
  - Laboratory fees for water quality sampling

103 – LAND ACQUISITION AND RELOCATION SERVICES

Task 103.1 – Project Management and Administration

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

103.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

103.1.2 Coordination. Coordinate services to complete the land acquisition and relocation services task.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Project management budget assumes a task order schedule of up to 36 ~~24~~ months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 103.2 – Mill City and Gates Land Acquisition and Relocation Services

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Responsible for the oversight of land acquisition and relocation services in Mill City and Gates for the North Santiam Canyon Sewer Project (NSCSP) ~~and the Detroit Downtown Commercial Septic Program~~ as outlined in the tasks below. The subtasks included as part of Task 103.2 are based on the land acquisition and relocation Subconsultant's scope of work. The scope and fee provided are for the acquisition of up to fifteen (15) files.

Consultant Responsibilities:

RIGHT OF WAY (ROW)
Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- Right of Way Services Agreement specific to the Project
- "ODOT Right of Way Manual"
- "ODOT Guide to Appraising Real Property"
- "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide"

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- ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (Uniform Act), as amended
- All other applicable laws, rules, and regulations

Consultant shall utilize all forms, spreadsheets, brochures, and pamphlets referenced in the "ODOT Right of Way Manual" or as provided by Owner.

103.2.1 Project Management and Landowner Liaison. Consultant shall track status for parcel files to be acquired for the County and provide weekly updates to the Project Team. Consultant shall meet with up to six (6) landowners of parcels identified as potential sites to assist with determining the suitability of the site. Consultant shall document all contacts with landowners in Report of Personal Interview (see Task 103.2.7). Consultant Project Manager will QC all deliverables prior to delivery.

103.2.2 Title Reports and Document Requests. Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of ROW for each impacted property. Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify Owner and Consultant of any major title encumbrances.

103.2.3 Right of Way Programming Estimate. Consultant shall prepare a ROW programming estimate for use by Owner to program funds for property acquisition. The ROW programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the Owner and Consultant for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Owner and Consultant.

103.2.4 Preliminary Activities/Donation Requests. Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice ("GIN"), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map {marked Preliminary and showing the parcel(s) to be purchased} to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview.

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

103.2.5 Appraisal and Appraisal Review. Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's

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Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Owner prior to beginning work on this Task.
Appraisals will be full acquisitions. Consultant shall provide one real estate appraisal for each property or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Owner and ODOT.

All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Owner.

Consultant shall require appraisers to provide no less than fifteen calendar day's written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be done as provided in the ROW manual section, Opportunity to Accompany, and documented in the parcel file; mailing and delivery of 15-Day Notice must be included in the appraiser Report of Personal Interview.

Consultant shall perform independent desk reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Owner for final approval.

Owner will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

103.2.6 Acquisition Services. All ROW must be acquired in the name of Owner. Consultant shall conduct negotiations, on behalf of Owner, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review and in accordance with the ODOT ROW Manual and all applicable state and federal laws and regulations.

Consultant is responsible for making the offer subject to clearing title encumbrances identified on the Preliminary Title Report. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultant shall prepare and present to Owner the draft Offer Packets. The terms of offer for each property must:

- Be made on Owner letterhead, and
- Include Owner contact information

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In addition to the terms of offer document specified above, these Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Owner in order to clear the ROW for the Project.

If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to the County for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) verbally to the county and if requested a justification letter and owner supplied supporting documentation to the County for approval. If accepted see above.
- If an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

103.2.7 Relocation Services. If authorized, relocations shall take place in a timely manner in accordance with regulatory notification time frames and terms, and are completed following the Uniform Act, State law (ORS 35.500-35.530), the ODOT Right-of-Way Manual. If authorized, Consultant shall assess eligibility for up to one (1) residential relocation.
Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's ROW Guidance webpage (https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx).

Consultant shall inform Owner as soon as schedule issues are known, if applicable.

It is assumed there are no residential nor non-residential relocations. It is further assumed there is up to one (1) Personal Property Only Relocation.

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Consultant shall, at a minimum, conduct the following relocation activities:

- Conduct occupant interviews, provide relocation advisory assistance and determine/present relocation benefits.
- Prepare relocation reports, studies, moving agreements and claims using Owner forms/formats and submit to Owner for review, approval and payment.
- Relocation studies required for presentation of benefits at the time of offer must be preapproved by Owner
- A Moving Agreement, pre-approved by Owner, must be on file prior to submission of relocation claims.
- Support and assist Owner with Relocation Appeals according to the Right-of-Way Manual
- Prepare and independently review for accuracy and compliance, relocation claims using Owner forms/formats, and submit claims to Owner for payment.
- Maintain Report of Personal Interview.

103.2.8 Condemnation Process Assistance (CONTINGENCY). After good faith effort has been made to acquire ROW at Marion County's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- Provide information and clarification to County in support of mediation and condemnation proceedings and assist property owner with any relocation according to the Consultant Services Guide.

Note: County will initiate condemnation proceedings if necessary.

For budgeting purposes, it is assumed that condemnation process assistance will be necessary on up to one (1) property.

103.2.9 ROW Certification. Consultant shall certify to County on the approved Certification form that:

- County has legal and physical possession of needed ROW.
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

103.2.10 Additional work in Mill City and Gates, including:

- Additional project management efforts due to length of acquisition process (three years) and additional support, in-person, and remote meetings during the negotiation process due to multiple revocations of access by the Property Owner.
- Right-of-Way Ownership Investigation. Obtain and review title reports for up to four (4) additional parcels along old Oregon Department of Transportation (ODOT) railroad in Mill City to clarify ownership.

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- Beneficial Water Use Determination Survey. Consultant will contact and interview up to thirty-five (35) downgradient and adjacent property owners to identify/document uses of groundwater downstream of the proposed rapid infiltration basins.
- Right-of-Entry (ROE). Prepare and coordinate ROE Agreements for up to six (6) parcels in Mill City and Gates in order to complete environmental due diligence investigation.
- Temporary Construction Easement (TCE). Prepare and coordinate one (1) TCE Agreement to allow construction of temporary stormwater outfall and detention basin on Parcel 09S03E29-00-00200 in Mill City and use of Parcel 09S03E32-00-00100 as a construction staging area in Mill City.
- Support and coordination efforts for tree removal, lot line adjustments, purchase and sale agreement, amendment, delivery and notarization of plats and warranty deed.

Assumptions:

- Appraisal and appraisal review fees are based upon full acquisition, rural residential zoning. Fees may change due to complexity of the parcel details.

Deliverables:

- Provide monthly invoices electronically.
- Provide weekly project updates electronically to include notes on contacts with landowners.
- Provide up to fifteen (15) Preliminary Title Reports and Title Documents.
- Provide Clearance Documents from Lenders and/or Lessees, as needed.
- Provide one (1) draft Programming Estimate for delivery electronically to Owner,
- Provide up to fifteen (15) GINs, one (1) hard copy to each property owner and one (1) electronic copy each to Owner within 20 business days following NTP for the ROW acquisition phase.
- Provide proof of receipt for each GIN sent to each property owner and occupant(s) by sending Owner the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.
- Up to fifteen (15) appraisal and appraisal review reports, electronically.
- Provide 15-Day Notice of Appraisal Inspection to each property owner within 8 weeks of NTP for the ROW acquisition phase.
- Provide Report of Personal Interview, including date and place of contact, parties of interest contacted, a statement that a 15-Day Notice of Appraisal Inspection was mailed and delivered, and record of other activities conducted during the Appraisal. The report must be submitted at the time of appraisal.
- Provide the following Appraisal and Appraisal Review documentation, as applicable, in electronic format for each file to Owner within 20 weeks of NTP for the ROW acquisition phase:
    - Appraisal report
    - Specialty reports, if necessary, prior to incorporation in appraisal reports.
    - 15 Day Notice of Appraisal inspection sent to each property owner.
- Provide up to fifteen (15) Draft Offer Packets for review for each file to Owner
- Provide up to fifteen (15) Final Offer Packets sent certified mail or delivered in person for each file.

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- Provide up to fifteen (15) Final Report Packets for each file for payment, conveyance of title and recording to Owner.
- If applicable, provide proposed counteroffers with justification information for review and approval to Owner.
- If applicable, provide Recommendation for Condemnation to Owner.
- Provide Report of Personal Interview to Owner.
- Submit studies, Move Agreements, and Estimates electronically to Owner for approval
- Submit Relocation claims electronically to Owner for payment
- Submit Relocation Closing Reports to Owner
- Provide Final Offer letter to property owner(s), with a copy to County as stated in the NTP for this contingency task.
- Provide ROW Certification form, one (1) electronic copy (email acceptable) to Owner no later than 12 weeks prior to Project bid date.
- Provide Title Reports for up to four (4) additional parcels along old Oregon Department of Transportation (ODOT) railroad in Mill City.
- Provide completed 'Property Owner Contact Form' from Beneficial Water Use Determination (BWUD) survey interviews.
- Provide up to six (6) executed ROE Agreements between Owner and various property owners.
- Provide up to one (1) executed TCE Agreement between Owner and Property Owner.

Task 103.3 ~~— Detroit Land Acquisition and Relocation Services~~ [REMOVED]

~~*(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)*~~

~~Responsible for the oversight of Acquisition and Relocation services for North Santiam Canyon Sewer Project as outlined in the tasks below. The subtasks included as part of Task 103.3 are from the land acquisition and relocation Subconsultant's scope of work.~~

~~*Consultant Responsibilities:*~~

~~Consultant shall conduct the Right-of-Way ROW activities for all properties in accordance with the most current version of the following:~~

- ~~Right of Way Services Agreement specific to the Project~~
- ~~"ODOT Right of Way Manual"~~
- ~~"ODOT Guide to Appraising Real Property"~~
- ~~"ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide"~~
- ~~ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"~~
- ~~Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970~~
- ~~(Uniform Act), as amended~~
- ~~All other applicable laws, rules, and regulations~~

~~Consultant shall utilize all forms, spreadsheets, brochures, and pamphlets referenced in the "ODOT Right of Way Manual" or as provided by Owner.~~

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~~103.3.1 Project Manager and Landowner Liaison. Consultant shall track status for parcel files to be acquired for the County and provide weekly updates to the Project Team. Consultant shall meet with up to twelve (12) landowner of parcel identified as potential site to assist with determining the suitability of the site. Consultant shall document all contacts with landowners in Report of Personal Interview (see Task 103.3.6). Consultant Project Manager will QC all deliverables prior to delivery.~~

~~103.3.2 Title Reports and Document Requests. Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of ROW for each impacted property. Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify Owner of any major title encumbrances.~~

~~103.3.3 Right of Way Programming Estimate. Consultant shall prepare a ROW programming estimate for use by Owner to program funds for property acquisition. The ROW programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the Owner for review.~~

~~Consultant shall revise and re-submit programming estimate, incorporating comments received from Owner.~~

~~103.3.4 Preliminary Activities/Donation Requests. Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice ("GIN"), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map {marked Preliminary and showing the parcel(s) to be purchased} to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview.~~
~~Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.~~

~~103.3.5 Appraisal and Appraisal Review. Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Owner prior to beginning work on this Task.~~

~~Appraisals will be full acquisitions. Consultant shall provide one real estate appraisal for each property or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Owner and ODOT.~~

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All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Owner.

Consultant shall require appraisers to provide no less than fifteen calendar day's written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be done as provided in the ROW manual section 5.140, Opportunity to Accompany, and documented in the parcel file; mailing and delivery of 15-Day Notice must be included in the appraiser Report of Personal Interview.

Consultant shall perform independent desk reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Owner for final approval.

Owner will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

103.3.6 Acquisition Services. All ROW must be acquired in the name of Owner. Consultant shall conduct negotiations, on behalf of Owner, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review and in accordance with the ODOT ROW Manual and all applicable state and federal laws and regulations.

Consultant is responsible for making the offer subject to clearing title encumbrances identified on the Preliminary Title Report. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultant shall prepare and present to Owner the draft Offer Packets. The terms of offer for each property must:

- Be made on Owner letterhead, and
- Include Owner contact information

In addition to the terms of offer document specified above, these Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Owner in order to clear the ROW for the Project.

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If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to the County for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) verbally to the county and if requested a justification letter and owner supplied supporting documentation to the County for approval. If accepted see above.
- If an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

103.3.7 Relocation Services. If authorized, relocations shall take place in a timely manner in accordance with regulatory notification time frames and terms, and are completed following the Uniform Act, State law (ORS 35.500-35.530), the ODOT Right-of-Way Manual. If authorized, Consultant shall assess eligibility for up to one (1) residential relocation.

Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's ROW Guidance webpage (https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx). Consultant shall inform Owner as soon as schedule issues are known, if applicable.

It is assumed there are no residential nor non-residential relocations. It is further assumed there are up to three (3) Personal Property Only Relocation.

- Consultant shall, at a minimum, conduct the following relocation activities:
- Conduct occupant interviews, provide relocation advisory assistance and determine/present relocation benefits.
- Prepare relocation reports, studies, moving agreements and claims using Owner forms/formats and submit to Owner for review, approval and payment. Relocation

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studies required for presentation of benefits at the time of offer must be preapproved by Owner.

- A Moving Agreement, pre-approved by Owner, must be on file prior to submission of relocation claims.
- Support and assist Owner with Relocation Appeals according to the Right-of-Way Manual
- Prepare and independently review for accuracy and compliance, relocation claims using Owner forms/formats, and submit claims to Owner for payment.
- Maintain Report of Personal Interview.

103.3.8 Condemnation Process Assistance (CONTINGENCY). After good faith effort has been made to acquire ROW at Marion County's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall

- Provide information and clarification to County in support of mediation and condemnation proceedings and assist property owner with any relocation according to the Consultant Services Guide.

Note: County will initiate condemnation proceedings if necessary.

For budgeting purposes, it is assumed that condemnation process assistance will be necessary on up to one (1) property.

103.3.9 ROW Certification. Consultant shall certify to County on the approved Certification form that:

- County has legal and physical possession of needed ROW.
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Assumptions:

- Appraisal and appraisal review fees are based upon full acquisition, rural residential zoning. Fees may change due to complexity of the parcel details.

Deliverables:

- Provide monthly invoices, electronically.
- Provide weekly project updates electronically to include notes on contacts with landowners.
- Provide up to twelve (12) Preliminary Title Reports and Title Documents.
- Provide Clearance Documents from Lenders and/or Lessees, as needed.
- Provide one (1) draft Programming Estimate for delivery electronically to Owner.

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- ~~Provide up to twelve (12) GINs, with one (1) hard copy to each property owner and one (1) electronic copy each to Owner within 20 business days following NTP for the ROW acquisition phase.~~
- ~~Provide proof of receipt for each GIN sent to each property owner and occupant(s) by sending Owner the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. NOTE: If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.~~
- ~~Provide up to twelve (12) appraisal and appraisal review reports, electronically.~~
- ~~Provide 15 Day Notice of Appraisal Inspection to each property owner within 8 weeks of NTP for the ROW acquisition phase.~~
- ~~Report of Personal Interview, including date and place of contact, parties of interest contacted, a statement that a 15-Day Notice of Appraisal Inspection was mailed and delivered, and record of other activities conducted during the Appraisal. The report must be submitted at the time of appraisal.~~
- ~~The following Appraisal and Appraisal Review documentation, as applicable, in electronic format for each file to Owner within 20 weeks of NTP for the ROW acquisition phase:~~
    - ~~Appraisal report~~
    - ~~Specialty reports, if necessary, prior to incorporation in appraisal reports.~~
    - ~~15 Day Notice of Appraisal inspection sent to each property owner.~~
- ~~Provide up to twelve (12) Draft Offer Packet for review for each file to Owner.~~
- ~~Provide up to twelve (12) Final Offer Packet sent certified mail or delivered in person for each file.~~
- ~~Provide up to twelve (12) Final Report Packet for each file for payment, conveyance of title and recording to Owner.~~
- ~~If applicable, provide proposed counteroffers with justification information for review and approval to Owner.~~
- ~~If applicable, provide Recommendation for Condemnation to Owner.~~
- ~~Provide up to twelve (12) Report of Personal Interview to Owner.~~
- ~~Submit studies, Move Agreements, and Estimates electronically to Owner for approval.~~
- ~~Submit Relocation claims electronically to Owner for payment.~~
- ~~Submit Relocation Closing Reports to Owner.~~
- ~~Provide Final Offer letter to property owner(s), with a copy to County as stated in the NTP for this contingency task.~~
- ~~Provide ROW Certification form, one (1) electronic copy (email acceptable) to Owner no later than 12 weeks prior to Project bid date.~~

104 – FINANCIAL ADVISORY SERVICES

Task 104.1 – Project Management and Administration

Consultant Responsibilities:

104.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

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104.1.2 Coordination. Coordinate services to complete the permitting and subsurface investigations.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 104.2 – Financial Advisory Services
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

104.2.1 Advisory Services. Consultant shall provide, upon request, advisory services related to the North Santiam Canyon Sewer Project. This consultation shall be provided on a time and materials basis, and it shall include attendance at meetings, writing of memos or presentations, or communication via phone or email in support of the project decision-making.

104.2.2 Financial Plan. Consultant shall update rate model and monthly cost per EDU for two project phases and build year-by-year model of costs and revenues. Consultant shall prepare presentations and technical memoranda of business case model and year-by-year model results for meetings with project stakeholders.

Owner Responsibilities:

- Provide meeting space for project meetings.

Assumptions:

- Attendance at project meetings may be virtual.

Deliverables:

- Business Case Technical Memorandum
- Business Case Presentation
- Draft and Final Financial Plan

105 – PUBLIC RELATIONS

Task 105.1 – Project Management and Administration

Consultant Responsibilities:

Consultant will assist in improving Owner's communication and outreach to the community, local governments, residents, businesses, and other key stakeholders regarding the Project.

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105.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

105.1.2 Coordination. Coordinate services to prepare and carry out the Communication and Engagement Plan.

105.1.3 Land Use Planning. Provide review and support of ~~and coordination for~~ land use applications.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at internal project meetings may be virtual. Assume participation in meetings approximately three (3) to five (5) times per month, including one (1) standing meeting per month and additional meetings specific to individual project activities. This may include NSSA Board meetings (see Task 105.2)
- Project management budget assumes a public relations campaign of up to 36 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 105.2 – Communications and Engagement Planning and Implementation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)
Consultant Responsibilities:

105.2.1. Communication and Engagement Plan

The Consultant will develop and carry out a Communication and Engagement Plan to track and monitor communications throughout the Project. This plan covers scheduled written and oral communications, responses to unsolicited requests for information, the frequency of the scheduled communications, and the person(s) responsible for providing the information. The Plan will build on information in this Scope of Work and the North Santiam Sewer Authority (NSSA) Communications Plan prepared by the Mid-Willamette Valley Council of Governments. It will be updated as needed to adjust to evolving project needs, audiences, messages, communication channels, outreach tools, and direction from the Project Team and NSSA Board.

Services under the Communication and Engagement Plan shall include the following:

a. Frequent content creation for multi-media and traditional print platforms including but not limited to: news releases, digital releases, event boards, photography, video, talking points, speeches, and Frequently Asked Questions.
b. Multi-media platform management for County and NSSA to include timely uploading of announcements to websites and digital media; videos, articles, and photos of project events; other digital media such as live video streams of construction sites.
c. Training for staff and elected officials in verbal and written communication norms specific to the Project needs.
d. Special public outreach projects and other public relations/communications functions as determined by the County.

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e. Services and tasks as outlined in Attachment A of the "North Santiam Sewer Canyon project Communication and Engagement Plan" prepared by the Mid-Willamette Valley Council of Governments.
f. Support the County Board of Commissioners and NSSA Board to enhance communication regarding project related topics.
g. Support as directed by the Council of Governments' NSSA project manager outlined in Attachment B of the "North Santiam Sewer Canyon project Communication and Engagement Plan" prepared by the Mid-Willamette Valley Council of Governments.
h. Staffing of digital events such as webinars, and public body presentations on virtual chat applications and social media platforms.
i. Staffing of in-person events such as town halls, open houses, city council presentation, and kick-off meetings.
j. Assistance with staff and elected officials' efforts to communicate with community members.

Assumptions associated with these services are provided in more detail in the following subsections.

105.2.2 Communications Channels. The Consultant will utilize various formal and informal channels to engage with the community and support the Owner in internal and external communications related to the Project including the following.

a. Status Reports. A variety of status reports will be produced during the project. The status reports will be produced at regular intervals to provide stakeholders with project information on the status and progress of the Project. At a minimum the reports will contain project status on major activities, project schedule, simplified budget and cost tracking, status of action items, if applicable, and a one-month lookahead. The intent of the status reports is to inform stakeholders of the project's progress and keep them actively involved in the project. The information provided will contain enough detail to allow stakeholders to make informed decisions relevant to their role in the Project.
b. External Communication. In addition to the ongoing communications program of the district, the Project will produce information, signage, content for digital and social platforms, webcams on the construction sites, events, and reports to the external stakeholders. The look and feel of these publications will be designed to match the informational materials produced by the NSSA.
c. News and Print Media. Consultant will assist the Owner in reaching out to media outlets to coordinate scheduled and unscheduled informational releases, public notices, and interviews with the appointed Owner spokesperson; and to assist in preparing written and verbal narratives and graphics in support of same. Consultant is not permitted to communicate directly with the media unless prior approval or direction has been granted from the Owner or designee.
d. Public Inquiries and Public Records Requests. Owner will respond to public records requests made in writing, in accordance with Marion County public records process. Where needed, Consultant will coordinate with and support the Owner by preparing draft narratives in response to these requests.

Owner Responsibilities:

- Provide meeting space for project meetings.
- Provide input and review of all draft and final deliverables.

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Assumptions:

- Budget for this item assumes a public relations campaign of up to 36 months.
- Informational materials to include:
  - Document Templates, including the following:
    - MS PowerPoint (PPT) Template: Consultant will design a PPT cover slide, background slide, divider slide, and a standard text-with-imagery slide.
    - Report Template: Consultant will design a project report template in Adobe InDesign. The template will include text, icons, photos, and tables, and be two-to-five pages in length.
    - Flyer Template: Consultant will design an 8.5-inch x 11-inch flyer template in Adobe InDesign. The template will include text, photos, and callout graphics.
    - Event Board Template: The template will be designed as an event board template in Adobe InDesign. It will be approximately 24-inches x 36-inches (or similar). It will include a masthead and possible footer. The board will include the option to insert infographics, spot illustrations, icons, text, graphs, and photos into the template frame.
  - Talking points – address specific project issues, status, and activities; assume monthly preparation of updates.
  - Emails announcements and updates – note progress on specific tasks, upcoming activities within a given community, upcoming NSSA meetings, opportunities to comment on project decisions or recommendations, monthly on average.
  - Meeting Flyers; assume approximately eight (8) flyers.
  - Media Releases: assume quarterly on average twelve (12) media releases.
  - Videos: assume one per year on average three (3) videos.
  - Meeting presentation materials (for approximately eight (8) meetings).
- Virtual attendance at bi-monthly general project meetings to remain up to date on project status.
- Attendance at monthly NSSA meetings which may be virtual or in-person. Support for NSSA meetings to include:
  - Technical advice regarding meeting agendas and communications in preparation for meetings.
  - Attend selected meetings as needed; assume up to six (6) meetings.
  - Provide NSSA Board members with talking points summarizing meeting outcomes.
- Attendance at community meetings or open houses, City Council meetings, or other in-person event including the following:
  - Attend up to six (6) open houses or community meetings – two (2) rounds of meetings in Detroit and Idanha and one (1) round of meetings in Mill City and Gates.
  - Attend up to six (6) City Council meetings, as requested; assume virtual attendance.
  - Prepare presentation materials for the meetings above, in coordination with other consultant team members, County staff, and MWVCOG staff.
- Informal communications consisting of e-mail, conversations, or phone calls will serve to supplement and enhance formal communications. Due to the varied types and ad-hoc nature of informal communications, they are assumed to be incidental to the Communications and Engagement Plan and not specifically outlined by the Plan.
- Additional assumptions regarding work products include the following:
  - Videos – Consultant to produce up to three (3) videos to document specific project milestones; videos will be approximately one (1) to three (3) minutes in length; interviews with video participants will be conducted and recorded via Zoom.
  - Presentation Training – Consultant to conduct up to two (2) rounds of presentation training; training sessions will be conducted online and recorded via Zoom or another online meeting platform; recordings and presentation materials will be available to staff or team members who are unable to attend.

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- Website Updates – Consultant to draft content, approximately monthly/as needed; budget contains an item to undertake a more significant website refresh if needed.
- Social Media – Consultant to assist in providing draft content; including social posts and artwork for the County to use on their social outlets and share with their partner networks, including NSSA members, County and MWVCOG, and other community members.
- Response to Public Inquiries – Consultant to assist in drafting responses, as needed for communication with media organizations (e.g., Canyon Weekly), as well as local decision-maker communications to constituents; assume an average of 2 to 4 hours per month to draft responses.

Deliverables:

- Communication and Engagement Plan
- Status Reports
- Informational Materials and External Communication (e.g., project information, signage, content for digital and social platforms, webcams on the construction sites, events, and reports to the external stakeholders).

Task 105.3 – Land Use Planning

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

105.3.1 Land Use Planning. Provide support and review of the following land use applications prepared by Project Team and Consultant.

105.3.1.1 Linn County Expanded Partition Application

105.3.1.2 Linn County Conditional Use Permit Application (Mill City and Gates MWTF ~~WPCF~~)

105.3.1.3 Linn County Conditional Use Permit Application (Road Realignment)

106 – INDEPENDENT COST ESTIMATING

Task 106.1 – Project Management and Administration

Consultant Responsibilities:

106.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

106.1.2 Coordination. Coordinate services to prepare and carry out peer reviewed estimates of the Mill City and Gates MWTF ~~Mill City/Gates Water Pollution Control Facilities (WPCF)~~, Mill City/Gates Force Main, and Gates Collection System projects.

Owner Responsibilities:

- Provide input and review of all draft and final deliverables.

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Assumptions:

- Assumes a twelve (12) month duration for general project administration.
- Attendance at internal project meetings will be virtual. Assume participation in meetings approximately one (1) time per month for twelve (12) months.
- Attend one (1) Marion County Board of Commissioners meeting in person.

Task 106.2 – Independent Cost Estimating (ICE)

Consultant Responsibilities:

106.2.1 30% Opinion of Probable Construction Cost (OPCC) ICE Review. Consultant shall provide an independent cost estimate review of the construction management general contractor's (CM/GC) 30% OPCC including the following:

106.2.1.1 Review of sub-tier level (suppliers and subcontractors) solicitation efforts and resulting proposals for work not self-performed by the CM/GC. This will be a review of each proposal for scope coverage, exclusions, assumptions, and responsiveness to the solicitation.

106.2.1.2 Review of the CM/GC's cost estimate worksheets for self-performed work. This review will spot check quantities, labor production rates, craft labor costs, equipment costs, assumptions, and allowances.

106.2.1.3 Review the CM/GC's Risk Register.

106.2.1.4 Review the CM/GC's critical path method (CPM) Construction Schedule.

106.2.2 60% and 90% OPCC ICE Review of Updates. Consultant shall provide an ICE review of updates to the CM/GC's 60% and 90% OPCC (delta changes only).

106.2.2.1 Review of sub-tier level (suppliers and subcontractors) solicitation efforts and resulting proposals for work not self-performed by the CM/GC. This will be a review of each proposal for scope coverage, exclusions, assumptions, and responsiveness to the solicitation.

106.2.2.2 Review of the CM/GC's cost estimate worksheets for self-performed work. This review will spot check quantities, labor production rates, craft labor costs, equipment costs, assumptions, and allowances.

106.2.2.3 Review the CM/GC's Risk Register.

106.2.2.4 Review the CM/GC's critical path method (CPM) Construction Schedule.

Assumptions:

- Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over CM/GC ~~Contractor~~'s methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates provided by Consultant are

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based on Consultant's experience and judgment at that time. Consultant cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by Consultant.

Deliverables:

- 30% OPCC ICE Review
- 60% OPCC ICE Review
- 90% OPCC ICE Review

PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM

200 – MILL CITY / GATES FACILITIES PLANNING STUDY

Task 200.1 – Project Management

Consultant Responsibilities:

200.1.1. Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

200.1.2. Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Planning criteria will also be reviewed during the Kickoff Meeting. Representatives from the DEQ will be invited to the kickoff meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.
- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Funding administration services and funding acquisition support is not included in this scope of work.

Task 200.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

200.2.1. Request for Information. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:

Mill City

- Discharge Monitoring Report (DMR), operational, influent monitoring (15-minute intervals), rainfall data (since Jan 2021), and any other water quality sampling results collected outside of DMRs in spreadsheet format

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- Update of financial summary records, including current rates, annual expenses, operation, revenues, replacement budgets, number and type of accounts, etc.
- Recent facility inspection reports, if available
- Provide update of any changes to wastewater flows from major seasonal wastewater dischargers, water users with their own wastewater treatment system, major water users that consume the majority of their water.
- Any recently produced planning documents (transportation, wastewater, water conservation, water/waste/energy audits)
- Update on known treatment plant or collection system issues and planned improvements
- Update from Gates and Mill City for winter-time water consumption data summarized by user types in a spreadsheet format
- Known correspondence from federal and state regulatory agencies regarding violations or concerns related to wastewater treatment and disposal

200.2.2. Data Collection and Review. Collection and processing of furnished data, mapping, and reports. Provide a follow-up Request for Information for supplemental data if required.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required.
- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 200.3 – Project Planning

Consultant Responsibilities:

200.3.1. Location. Incorporate brief description of project location from master plan. Include figure(s) from master plan to establish the project planning area.

200.3.2. Environmental Resources. Incorporate information from master plan to document natural resources in the project area, including land use, flood plains, wetlands, historic, biological, water quality issues, socio-economic, climate, geography, soils, rivers, and air quality. Use master plan figures to summarize natural resources in the project area.

200.3.3. Growth Trends. Update master plan population statistics and projections. For Mill City, coordinate with Mill City and County planners on location, phasing, and type of new growth. The Portland State University Population Research Center historical population data and 40-year growth forecasts will be used to inform the population growth, but it is assumed that non-traditional methods will be required to best account for the decline and near-term growth due to rebuilding after the 2020 wildfire as well as accounting for the new community sewer system in Gates and new treatment facility in Mill City. Growth for

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non-residential users will be estimated based on input from City and County planners for the 20-year planning period.

200.3.4. Community Engagement. Describe the Owner's approach to engage the community in the planning process.

200.3.5. Design Flow Rates. Update master plan design flow rates based on most recent DMR and water usage data from Mill City and Gates. Update projections based on growth assumptions and input from Owner, Mill City Planner, and County Planners.

200.3.6. Design Loading Rates. Update master plan wastewater loadings and project future loadings based on growth assumptions and input from Owner, Mill City Planner, and County Planners.

200.3.7. Regulatory Requirements. Review and update summaries from master plan of current regulatory requirements and planning criteria that may influence operation, maintenance, and capital improvements of the existing Mill City wastewater system and the initial project components in Gates.

200.3.8. Cost Estimating. Establish cost estimating methodology to reflect both local and current conditions.

200.3.9. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.

200.3.10. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and approval on growth projections and planning criteria.
- Provide review and comments of this section.
- Provide input on community engagement.

Assumptions:

- The planning criteria will need to be established for the planning study prior to having any supplemental income and population survey data available to inform the population estimates and projections. The best available data will be used for the purposes of this study.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- City staff or Contract City Planner will provide input on the distribution and phasing of new residential and non-residential growth in Gates and Mill City.
- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.
- The study area will coincide with the North Santiam Sewer Authority Boundary for Gates and Mill City.
- Community engagement included in this scope of work is limited to the public meeting in Task 209. Additional community engagement activities can be provided as additional services or through other identified task orders.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 200.4 – Existing Facilities Evaluation

Consultant Responsibilities:

200.4.1. Base Map. Update the existing system base map from the master plan, showing location of key facilities, pipelines, and basin boundaries for Mill City. Use the schematic process

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layout of the existing treatment plant from the master plan showing major process components.

200.4.2. History. Update master plan's documentation of wastewater treatment plant history and system description to reflect current flow and water quality data, recent discharge monitoring records (DMRs), plant improvements that have been completed recently, current condition of plant equipment and facilities, and current operation practices.

200.4.3. Wastewater System Management Classification, Operators and License. Provide a brief writeup of system required licensing and current operator license information.

200.4.4. Conditions Assessment. Update master plan documentation of existing physical conditions deficiencies. Collection system pipe information will be summarized by pipe material and age. Complete pump tests at each pumping facility to evaluate current pump performance and capacities. Incorporate findings from the I/I study that is currently under way at the time this scope was finalized.

200.4.5. Capacity Evaluation. Update master plan's comparison of existing and future projected flows and loadings to the existing capacity of the Mill City wastewater treatment system. Summarize existing capacity deficiencies.

200.4.6. Review pump run time data and flow meter records to assess existing capacity limitations (if any).

200.4.7. System Resiliency. Assess the collection system resiliency for the Mill City lift stations. This is anticipated to include a comparison of firm pumping capacity (i.e. with largest pump off-line) to the peak hour inflow. It also includes an assessment of whether onsite or portable back-up provisions are available and automated, what kind of emergency bypass pumping provisions are provided for the lift station and/or force main (in the event of a line break), and what kind of redundancy is provided in terms of back-up level sensors and alarms. This scope does not include an evaluation of seismic risks, a comprehensive vulnerability assessment, or updates to the Owner's Emergency Response Plans. Consultant will summarize the consequence of failure of critical lift station facilities and identify potential capital improvements and operational strategies that could be completed to mitigate these risks.

200.4.8. Wastewater Collection System Evaluation

200.4.8.1. Wastewater Model Development and Calibration. Use existing base mapping, record drawings, dry weather flows, pump curves, and Owner provided data to develop and calibrate a wastewater system model. The winter-time water consumption data will be used to estimate dry weather flows. Allocate infiltration and inflow for utilizing wet weather system design flows, available pump run time, and SCADA data.

200.4.8.2. Existing System Evaluation. Exercise computer model to check the Mill City system and evaluate the existing collection system hydraulic capacity. Evaluate system for remaining capacity.

200.4.9. Wastewater Treatment System Evaluation. Update master plan write-up to summarize existing plant deficiencies using updated plant data to compare actual performance to expected performance.

200.4.10. Operations. Update master plan documentation of existing operations and maintenance issues and concerns reported by Owner staff.

200.4.11. Financial Status of Existing Facilities. Document current rate schedules, annual O&M costs, other capital improvement programs, and table of users by monthly usage categories for the previous fiscal year. Document existing debts and required reserve accounts. Budget and capital improvements will be addressed under a separate task.

200.4.12. Water/Energy/Waste Audits. Provide brief write-up discussing variable frequency drive motors and all other applicable energy items for the system. Investigate and summarize the

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likelihood of incorporating a hydroelectric power generator on the force main from Gates to Mill City. Summarize overall current energy consumption for Mill City's existing system.

200.4.13. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.

200.4.14. Draft Plan Section. Prepare draft section writeup. Address Owner comments on draft document.

Owner Responsibilities:

- Review and comment on draft documents.
- Participate and provide meeting location for workshop meetings.
- Provide field checks if necessary, including surveying.
- Provide access to facilities and records. Test and replace (if needed) suction and discharge pressure gauges ahead of equipment tests.

Assumptions:

- Modeling of the existing Mill City treatment plant will not be completed for this facilities plan.
- The Mill City GIS mapping will not be survey grade and will be carried over from the master planning effort. The mapping will not include rim/invert data. It will only include approximate location as it was digitized from the existing record drawings.
- No additional field work or surveying will be required.
- Collection system conditions assessment will not include a full review of CCTV records or smoke testing with the exception of incorporating the findings from the Mill City I/I study.
- The Mill City collection system model will be developed with the InfoSWMM modeling platform, based on record drawings. Consultant will rely upon the accuracy of available record drawings. This scope does not include any field survey work to check or update pipe slopes.
- If model does not readily calibrate to existing conditions, and additional field work is recommended to troubleshoot the Owner's wastewater system, these services can be completed as an additional service.
- No drain field analysis will be provided.

Deliverables:

- Draft Existing Facilities Evaluation Facility Plan Section.

Task 200.5 – Need for System Improvements

Consultant Responsibilities:

200.5.1. Health, Sanitation, and Security. Summarize concerns and relevant regulations or correspondence from/to state and federal agencies.

200.5.2. Aging Infrastructure. Incorporate summary findings of conditions assessment of assets and summarize available pipeline age/material information. Summarize the following:

- Unit performance issues, deficiencies and useful life.
- Existing system reliability per DEQ and EPA guidelines.
- Ability to meet current and potential future effluent limits and other regulatory requirements.
- I/I calculations to determine if existing I/I is considered "non-excessive".

200.5.3. Reasonable Growth. Using the design flow and loading information, document the reasonable growth capacity that is necessary to meet needs during the planning period.

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200.5.4. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and review of this section of the plan.

Deliverables:

- Draft Project Needs Facility Plan Section.

Task 200.6 – Collection System Alternatives Considered and Selection

Consultant Responsibilities:

200.6.1. Future System Evaluation. Build Gates system model and expand Mill City model to include additional pipe and pump station network requirements associated with servicing new growth areas for the planning period. Add flows from new growth. Exercise the model to identify potential system deficiencies attributed to growth within the planning period.

200.6.2. Evaluate alternative improvements to correct existing, and anticipated future deficiencies, sewer new areas, and meet the target planning criteria. Benefits and drawbacks will be summarized for each alternative. A "no action" alternative will also be considered for each category. This alternative evaluation will be based on the master plan collection system alternatives while evaluating Mill City's existing system for collection system capacity deficiencies.
Where improvements are not relatively straightforward, evaluate up to three collection alternatives for the existing Mill City collection system that will service existing and future flows. Additional refinement of pipeline alternatives is anticipated to occur in the predesign tasks associated with the new Gates collection system.

200.6.3. Alternative Cost/Benefit Analysis. This will include life cycle cost analysis on preferred alternatives for up to three viable alternatives. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts to adjoining lands. Life-cycle costs will be provided that include capital cost, operations and maintenance for a 40-year life cycle evaluation. This alternative evaluation for Gates will be based on the master plan collection system alternatives while evaluating any capacity alternatives for Mill City's collection system.

200.6.4. Phasing/Implementation Plan. Develop a phasing plan of improvements based on initial project, 10-year, 20-year, and 40-year anticipated growth. This plan will include an evaluation of interim recommendations or strategies for property owners who need to address septic system deficiencies or replacement prior to day one of the new Gates collection system and Mill City mechanical treatment plant are constructed.

200.6.5. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives using the master plan's figures with updates/modifications per this scope of work.

200.6.6. Environmental Impacts. A summary of the preliminary environmental screening of the collection system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora and fauna.

200.6.7. Land Requirements. Discuss property needed for alternatives.

200.6.8. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.

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200.6.9. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
200.6.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.
200.6.11. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The chosen alternatives will be prioritized based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 4 (planning level cost estimates).

Deliverables:

- Draft Collection System Alternatives Facility Plan Section.

Task 200.7 – Treatment and Disposal System Alternatives Considered and Selection

Consultant Responsibilities:

200.7.1. Develop a list of treatment plant improvement alternatives focused on improving effluent water quality, vulnerability, safety and redundancy. The disposal improvement alternative will be rapid infiltration per the master plan recommendations.
200.7.2. Develop up to three pre-screened alternatives to evaluate, for primary treatment, secondary treatment, tertiary treatment, and solids handling treatment processes. Evaluate the pre-screened alternatives.
200.7.3. Facility Tours. Organize a tour of up to two wastewater treatment facilities with the Owner's staff to investigate alternatives with similar processes. These are anticipated to occur on the same day.
200.7.4. Alternative Cost/Benefit Analysis. Assist in comparing benefits, drawbacks, and costs of up to three viable alternatives. This will include life cycle cost analysis on preferred alternatives. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts to adjoining lands. Life-cycle costs will be provided that include capital cost, operations and maintenance for a 20-year life cycle evaluation.
200.7.5. Phasing Plan. Develop a phasing plan of improvements based on initial project, 10-year, and 20-year anticipated growth.
200.7.6. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives.
200.7.7. Environmental Impacts. A summary of the preliminary environmental screening of the treatment system and disposal alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora and fauna.
200.7.8. Land Requirements. Discuss property needed for alternatives.
200.7.9. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.

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200.7.10. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
200.7.11. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.
200.7.12. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide input on tasks above.
- Provide a review of the alternatives considered section of the plan.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not look at alternatives to upgrade the existing recirculating gravel-bed filter.
- Evaluation of alternatives does not include piloting, bench testing, or fieldwork.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The chosen alternatives will be prioritized based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 4.

Deliverables:

- Draft Treatment System Alternatives Facility Plan Section.

Task 200.8 – Proposed Projects (Recommended Alternatives)

Consultant Responsibilities:

200.8.1. Model day one and future 20-year process and hydraulic conditions of selected alternative for the new mechanical treatment plant.
200.8.2. Capital Improvement Plan.

a. Summarize recommended improvements.
b. Prepare planning level cost estimates for recommended improvements. For future projects anticipated to be developer driven and developer funded, summarize only upsize costs.
c. Estimate the portion of each capital improvement project cost that is attributed to 20-year growth for System Development Charge (SDC) eligibility.

200.8.3. Preliminary Project Schedule. Summarize costs for initial project, 10-year, and 20-year needs. The 6-year CIP for DEQ purposes will be covered by the "initial project" costs.
200.8.4. Permitting Requirements. Summarize WPCF permitting requirements (WPCF permit application, and additional support is covered by a separate task order).
200.8.5. Sustainability Considerations. Summarize how the priority improvement projects will enable the Owner to serve its customers and be able to operate and maintain the system. Discuss how the projects will accommodate green infrastructure and efficiencies.
200.8.6. Future Reuse Consideration. Reuse system impacts will be considered and coordinated, and their potential summarized for selected alternative.
200.8.7. Organization and Staffing Requirements. Summarize recommended staffing requirements as required for regulatory compliance or as reported by the Owner. Summarize up to three options for organizational setup for certified operators for both collections and treatment (i.e. contract operator vs sewer authority staff).

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200.8.8. Financing Options. Summarize potential financing options available for initial project. This will be a summary of efforts being undertaken by the Owner, Marion County, and the MWVCOG for funding the project.

200.8.9. Annual Budget Considerations.

a. Summarize Operating Revenues and Expenses. Summarize estimated annual operating expenses and identify recommended budgets dedicated for the initial project.
b. Anticipated User Charges and Other Income. Summarize the business case scenario documented previously by FCS Group and provide a status update on current efforts to implement recommendations.
c. Annual Replacement Budgets. Develop recommended annual replacement budgets for the initial project based on typical replacement values and asset life. This will include a list of short-lived assets and the recommended annual replacement budget.
d. Annual Operations and Maintenance Costs. Estimate the operations and maintenance cost implications for the initial project.

200.8.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review an overall summary of the plan, selected improvements, and budget considerations.

200.8.11. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input on the proposed projects.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.
- Provide review and comments on the plan.

Assumptions:

- Scope excludes a user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and service availability fee studies. These services can be provided as an additional service.
- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

Deliverables:

- Capital Improvement Plan (tabular format, organized by initial project, 10-year, and 20-year needs).
- Estimate of SDC eligibility for each capital improvement past the initial project.
- Draft Proposed Project Facility Plan Section.

Task 200.9 – Facility Plan Documentation and Public Meeting

Consultant Responsibilities:

200.9.1. Prepare Facility Plan. Prepare and combine draft documents for a complete facility plan generally following the outline established in the July 2018 guidance document "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities Financed

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by Business Oregon, Oregon Department of Environmental Quality, Rural Community Assistance Corporation, and the United States Department of Agriculture". Add executive summary and assemble appendix materials. Appendix materials will include output flow capacities, existing peak hour flows, and future peak hour flows summarized in tabular and graphic format. Draft documents to be updated to address Owner comments. Submit final draft plan for Owner review.

200.9.2. Public Meeting. Prepare materials for and present summary findings in a townhall meeting.

200.9.3. Address Owner Comments. Address final Owner and public comments and submit for agency review.

200.9.4. Address Agency Comments. Address agency comments and finalize document.

Owner Responsibilities:

- Review and comment on final draft plan in a timely manner.
- Pay agency review fees, if applicable.
- Participate and provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.

Deliverables:

- Public Meeting Presentation Materials.
- Final Facilities Plan, three (3) hard copies (3 ring binders) of the plan and one electronic copy in PDF format.

Task 200.10 – Management Reserve (Contingency Task)
This task identifies prospective services that Owner, at its discretion, may elect to authorize Consultant to produce. Consultant shall perform no work nor incur any costs under this task prior to the issuance of separate authorization-to-proceed (email acceptable) by Owner.

From time to time, Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of services. For these instances, a time and material budget is established in order for Consultant to complete such additional services. Prior to the use of this contingency budget, Owner's representative will provide written (email) authorization to use the budget for specific tasks.

ADDITIONAL SERVICES (not included in scope of work)

- Bond support
- Public outreach or stakeholder outreach support
- User rate and connection fee study
- Additional field work
- Energy efficiency evaluations
- Concept level design services
- Model training
- Environmental information documents, studies, field investigations, and permitting. Environmental permitting will be addressed by a separate task order.
- Amendments to this facility planning study because of other task orders.

201 - MILL CITY / GATES FACILITIES SITE EVALUATION

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Task 201.1 – Project Management

Consultant Responsibilities:

201.1.1 Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

Assumptions:

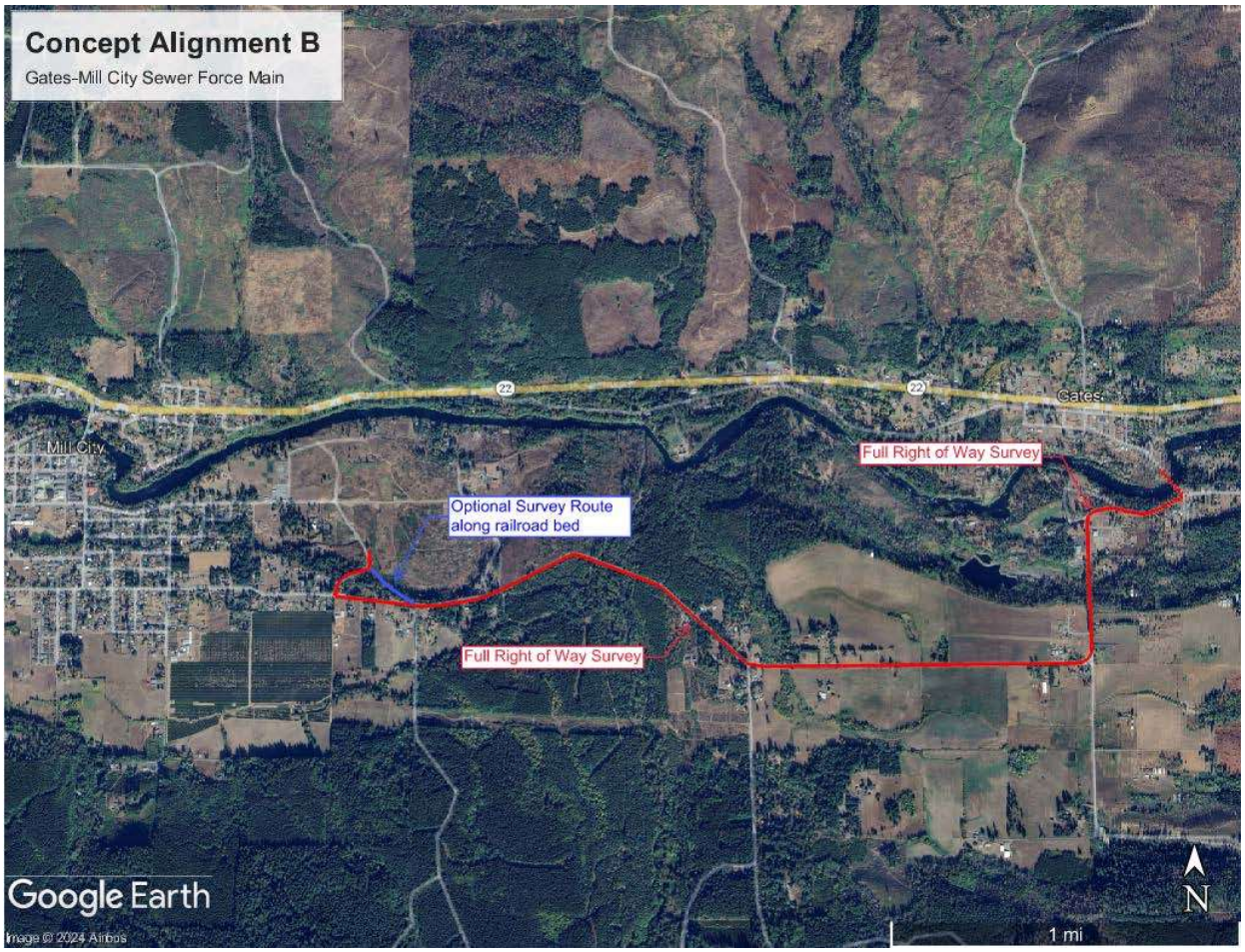
- Assumes a six (6)-month duration for general project administration.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 201.2 – Force Main Alignment Topographic Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.2.1 Consultant shall perform a topographic recovery survey along the revised Mill City/Gates Force Main alignment (through Kingwood Avenue). Topographic survey areas are shown in red on the figure below.

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Revised Kingwood Avenue Force Main Alignment
Topographic Survey for the revised Kingwood Avenue Force Main Alignment shall include the following:

a. Locate existing monumentation to complete a boundary resolution for subject area.
b. Full topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
c. Obtain spot elevations at a 50-foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, and lip of gutter to the nearest 0.01 foot.
d. Additional spot elevations to identify grade breaks and other topographic features.
e. Locate all surface features over surface area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
f. Locate all ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
g. Locate trees 8-inch in diameter and greater measured at breast height, noting coniferous or deciduous.
h. Tag located trees with a reference number for field identification.
i. Map existing easements which may affect subject area.

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j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.
k. Survey shall be based on an official benchmark acceptable to the Owner.
l. Establish benchmarks for future design reference.

201.2.2 Survey will show utility poles, power lines, and telecommunications, including any identification information. For existing storm drains, culverts, and sanitary sewers, Consultant shall:

a. Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (inside dimensions).
b. Show pipe diameters, pipe material, and direction of pipe.
c. Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
e. Show utility lines as continuous, do not terminate shortly after a structure, extend to upstream or downstream structure.

Assumptions:

- This task does not include a retracement survey recorded with Marion County Surveyor's Office.
- This task does not include private utility locating services,

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to ten (10) easement areas.

Task 201.3 – Force Main Alignment Geotechnical Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.3.1 Geotechnical Investigation. The project geotechnical scope includes subsurface explorations for the proposed Force Main Alignment between Gates and Mill City, in Oregon. Specific geotechnical design elements include review of access permits/plans (if available), and geotechnical recommendations for a new sewer line~~,~~ and pump station on the western side of Gates. The new proposed alignment will be along East Sorbin Street, Gates School Road, Kingwood Avenue, and SE Fairview Street. Subsurface explorations will be completed using test pits and drilled borings within the roadways. Subsurface explorations will be completed to characterize subsurface soils along the proposed alignment for the proposed improvements.

The scope of work will include the following:

201.3.1.1 Review proposed project plans provided by the Project Team for geotechnical design and construction elements.

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201.3.1.2 Provide an exploration work plan detailing the approximate location and proposed depth of explorations.

201.3.1.3 Complete a utility locate request for the site through the public One Call system.

201.3.1.4 Complete a private utility locate at proposed exploration locations.

201.3.1.5 Explore subsurface soil and groundwater conditions at the site by conducting subsurface explorations approximately every 600 to 800 feet along the proposed alignment (approximately thirty (30) pavement cores and borings; thirteen (13) explorations were completed as part of Phase I in July 2024 and a proposed seventeen (17) explorations will be completed as part of Phase II). Exploratory borings will be performed by a driller subcontracted to and scheduled by Consultant. Borings will be conducted to a depth of up to eight (8) feet below ground surface (bgs) with the intention to identify depth to presence of native rock suspected to be presented in the subsurface. Bottom elevation of utility trench excavation is anticipated to be six (6) feet bgs. Borings will be advanced to the depths noted or to a depth of practical refusal in dense or collapsing materials if encountered, whichever is shallower.

201.3.1.6 Provide a general description of existing site conditions.

201.3.1.7 Maintain a detailed log of subsurface explorations. Collect samples of the subsurface materials encountered.

201.3.1.8 Conduct laboratory tests using soil samples obtained from the explorations in general conformance with American Society for Testing and Materials (ASTM) including moisture content tests, plasticity index (Atterberg Limits) tests, or fines content analyses as appropriate, depending on the types of materials encountered.

201.3.1.9 Provide recommendations for trench backfill materials, compaction, and general construction specifications.

201.3.1.10 Complete a final geotechnical letter report specific to force main alignment and pump house.

Assumptions:

- Fieldwork can be completed during normal working hours (Monday to Friday, 8:00 AM to 5:00 PM) and will not require fieldwork to be completed during nights or weekends.
- It is anticipated that an additional three (3) full field days will be required to complete the remaining seventeen (17) explorations (Phase II).
- Contaminated soil will not be encountered during explorations.
- Permit fees will be waived.
- Site access and right-of-entry will be obtained prior to arrival on site to complete fieldwork.
- Geotechnical construction observation or testing services are not included.
- Project team will coordinate and establish exploration locations that will minimize damage to the existing development.

Deliverables:

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- Final Geotechnical Letter Report Recommendation for trench backfill materials, compaction, and general construction specifications for the Force Main Alignment and Pump House.

Task 201.4 – Mill City and Gates MWTF ~~and Force Main Alignment~~ Environmental Due Diligence
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Environmental due diligence shall be completed ~~for the project area between Mill City and Gates~~ on approximately 16.86 ~~15~~ acres ~~and 3.6-linear-mile pipeline (25-foot right-of-way)~~ of project area in Linn County ~~and Marion Counties~~, Oregon~~.~~, which will include the proposed:

- Mill City and Gates MWTF Site
- 100-ft Strip
- SE Fairview Street Realignment
- Temporary Stormwater Outfall and Detention Basin

Environmental due diligence will include project management, wetlands and waters delineation, and cultural resources investigation~~, and Phase I environmental site assessments (ESAs)~~. These tasks are intended to inform the project's final design and minimize impacts to existing resources.

Consultant Responsibilities:

201.4.1 Project Management. Consultant will coordinate with Project Team to receive project materials, prepare invoicing, and transmit correspondence. Consultant will maintain project files to include necessary supporting materials, as required. The project manager will monitor task performance, schedule, and budget; approve project expenses; and ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Beyond general coordination and communication, Consultant will provide a monthly email to inform the Project Team about the project's progress. The monthly email will outline which tasks were worked on during the month and the progress of those tasks, as well as what tasks are anticipated to be worked on in the following month. As part of these monthly emails, Consultant shall provide a budget summary and consistent communication to keep projects on track and within their schedules and budgets. Additionally, Consultant's project manager will schedule bi-monthly check-in calls and attend regular check-in meetings with Project Team to provide status updates and discuss action items. Consultant's senior subject matter experts will provide quality reviews and input on overall project approach.

Assumptions:

- Bi-monthly check-in calls will be approximately 30 minutes long.
- There will be twelve ~~eight~~ (12 ~~8~~) ~~bi-~~monthly check-in calls between Consultant and Project Team.

Deliverables:

- Meeting minutes.

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201.4.2 Wetlands and Waters Delineation

201.4.2.1 Wetlands and Ordinary High Water Line Delineation. Consultant will survey the project area to evaluate whether wetlands and waters are present. If wetlands or waters are found, Consultant will delineate wetland boundaries in accordance with the methodology of the 1987 U.*S. Army Corps of Engineers Wetlands Delineation Manual* and the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Regions (Version 2.0)*, used by the U.S. Army Corps of Engineers and the Oregon Department of State Lands (DSL). Hydrology, soil, and vegetation will be documented at select sample plot locations and recorded on standardized wetland determination data forms.

Streams and other waters would be delineated based on the U.S. Army Corps of Engineers' 2005 *Regulatory Guidance Letter 05-05: Ordinary High Water Mark Identification.* As defined in DSL's Oregon Administrative Rule 141-085-0515, field indicators for the ordinary high water line (OHWL) can include the following: a clear, natural line impressed on the shore or bank; a change in vegetation from riparian (e.g., willows) to upland (e.g., oak or fir); a textural change of depositional sediment or changes in the character of the soil (e.g., from sand /cobble/gravel to upland soils); an elevation below which no fine debris (e.g., needles, leaves, cones, and seeds) occurs; and the presence of litter and debris, water-stained leaves, and water lines on tree trunks.
Wetlands and OHWL boundaries and any sample plot locations will be surveyed using Collector for ArcGIS paired with a tablet and a Juniper Geode GNSS receiver capable of submeter accuracy. These data would be imported into a GIS program to produce a site map showing the delineated wetland and OHWL boundaries.

201.4.2.2 Wetlands and Ordinary High Water Line Delineation Report. Consultant will prepare two (2) delineation ~~a summary~~ reports of the wetland and OHWL delineations to meet DSL requirements for wetlands and other waters delineation reports:

Wetlands and OHWL Delineation Report I
- Mill City and Gates MWTF Site
- 100-ft Strip
- Portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00100 and in Linn County public right-of-way (ROW)

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Wetlands and OHWL Delineation Survey Area I

Wetlands and OHWL Delineation Report II:

- Remaining portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00200.
- Temporary Stormwater Outfall and Detention Basin


Wetlands and OHWL Delineation Survey Area II

The reports will be submitted to Project Team for review prior to submitting to any regulatory agencies. This task includes the preparation of the required DSL wetland report cover form, to be signed by a Project Team representative prior to submitting the report to DLS for review and concurrence.

Assumptions:

- This task includes ten ~~five~~ (10 ~~5~~) hours of agency coordination time (seven ~~four~~ (7 4) hours for Project Team and three ~~one~~ (3 ~~1~~) hours for GIS specialist). ~~but does not include a site visit with the regulatory agencies.~~

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- The 2025 ~~2023~~ DSL wetland report review fee is $575 ~~$540~~ per report and will be paid for directly by the Consultant ~~County~~.
- Access to the area will be arranged by Project Team.
- Natural resources on the site will be accessible by foot. If vegetation such as Himalayan blackberry prevents access to natural resources on the site, clearing must be completed before fieldwork can be done, or an additional site visit will be needed at additional cost.
- This cost estimate includes one DSL site visit associated with Wetlands and OHWL Delineation Report II. ~~does not include a DSL site visit.~~
- This cost estimate is based on two ~~four~~ (2 4) days of wetland delineation and OHWL fieldwork for two scientists. Project team will provide one round of comments on the draft delineation report. Any task not expressly described herein is not included in the proposed cost.
- All deliverables will be provided electronically; no hard copies will be provided.
- The delineations will be based on the project area shown by the alignment in the figures above ~~below~~. Any change to the project area after survey will incur additional costs.
- Ideal wetland delineation times are typically from late winter to late spring to capture hydrology and plant phenology. If wetland hydrology and plant indicators are not apparent, another field visit may be needed during optimal conditions to confirm wetland presence.
- Traffic control flagging is not included.
- This scope of work does not include a joint permit application for impacts to wetlands or other waters.

Deliverables:

- Draft and Final Wetlands and OHWL Delineation Report I.
- Draft and Final Wetlands and OHWL Delineation Report II.

201.4.3 Cultural Resources Investigation

204.4.3.1 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs to inquire about local historical knowledge of the project area. Consultant will also ask if they have any cultural concerns about the location of the project. All project-related Tribal coordination will be described in the final report.

201.4.3.2 Background Research and Permitting. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant staff will review other available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, historical photographs, and other relevant research information available from local libraries, historical societies, or informants. Based on preliminary research, the current project area overlaps a marked historic-era railroad that is currently unevaluated for the National Register of Historic Places.

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Because portions of the project are located on land managed by state and local entities, an archaeological excavation permit must be obtained from SHPO before archaeological testing takes place (per Oregon Revised Statute (ORS) 390.235 and its implementing guidelines). The Consultant project manager will apply for up to two (2) ~~this~~ excavation permits (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 to 40 days for submission and review.

Consultant will submit a detailed permit application outlining possible scenarios should significant cultural resources be found, to avoid applying for additional ~~multiple~~ excavation permits through SHPO.

201.4.3.3 Field Survey. Consultant will conduct an archaeological survey in areas where ground-disturbing activities will occur to identify potential archaeological resources around the proposed area of disturbance. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 20 meters apart, systematically examining the ground surface for archaeological materials. Consultant crews will record their observations on standardized field forms and in field notebooks.

Preliminary research shows no previous cultural resources investigations have overlapped the project according to OARRA. Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources, where project-related ground disturbance will occur, to identify any archaeological resources that may be present within the project site. Consultant proposes to excavate up to 152 ~~120~~ shovel probes. Probes will be a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Consultant field staff will collect all cultural material from shovel probes that is clearly not modern per the archaeological permit conditions. The cost of this scope of work does not include curation or laboratory artifact analysis costs. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location GPS data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S. Geological Survey quadrangle map and then georeferenced during post-field processing. All recording procedures will follow SHPO guidelines. Consultant's cost estimate assumes no archaeological resources will be encountered during the survey. If archaeological materials are collected and require curation or analyses, a change order will be requested.

201.4.3.4 Reporting. Consultant will prepare a cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey,

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and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey.

Cultural Resources Survey Report I

- Mill City and Gates MWTF
- 100-ft Strip
- Portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00100 and in Linn County public right-of-way (ROW)
- Remaining portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00200.
- Temporary Stormwater Outfall and Detention Basin



Cultural Resources Survey I - Area of Potential Effect (APE)

Consultant will provide an electronic version of the draft report to the Project Team for review. After addressing comments from the Project Team, Consultant will provide the draft report to the SHPO and interested Tribal entities for review. Consultant assumes that SHPO and the Tribes will not require more than 30 days for review. Consultant will coordinate with both SHPO and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to Project Team, provided that the private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- All meetings and coordination with Project Team will be conducted via conference calls and email.

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- The records search area will not extend farther than one (1) mile beyond the project area. Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- The project location and size will remain as identified in the request for scope and cost (16.86 ~~15~~ acres ~~and 3.6 2.3 linear miles~~).
- Based on a preliminary review of SHPO records, Consultant anticipates no cultural resources will be identified and require documentation in the project area.
- For the purposes of total site count, every site larger than one (1) acre will be considered as an additional site based on every additional acre; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Consultant's ability to conduct fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, COVID-19-related restrictions, force majeure, or any other factor(s) outside of Consultant's control.
- Consultant will prepare a cultural resources survey report, and the report will require no more than one round of review by Project Team. Comments from the Project Team on the report will not require more than four (4) hours of Consultant labor to address. No comments will be received from SHPO review, and minimal comments (up to four (~~4~~) hours of work needed to address comments) will be received from the Tribes.

Deliverables:

- Draft and F~~f~~inal C~~e~~ultural R~~r~~esources S~~s~~urvey R~~r~~eport I.
- Draft and final GIS spatial data from cultural resources investigation results.

201.4.4 Phase I Environmental Site Assessments. ~~Consultant will prepare one (1) a Phase I Environmental Site Assessment (ESA) report for: each of the following areas: 1) the Force Main and Gates Regional LS, 2) the Dogwood LS and Riverview LS, and 3) the WPCF/RIB.~~ [REMOVED]

~~Phase I ESA Report I:~~
- ~~Mill City WPCF~~
- ~~Gates/Mill City Force Main~~

~~The Phase I ESA will be completed in general accordance with the standards described in the current ASTM Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (2021). The Phase I ESA will be directed by a qualified Environmental Professional, as required by the ASTM standard.~~

~~A Phase I ESA conducted in accordance with ASTM Standard E1527-21 constitutes all appropriate inquiry into the previous ownership and uses of the property, consistent with good commercial or customary practice, and will allow the Owner to satisfy one of the requirements for landowner liability protections under the Comprehensive environmental Response, Compensation, and Liability Act (42 United States Code 9601). Each Phase I ESA will consist of the subtasks described below.~~

~~201.4.4.1 Records Review. Consultant will review appropriate documents, including historical aerial photographs, historical topographic maps, and other land-use documents in~~

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~~order to identify past operations or activities on the subject property or nearby properties that may have caused the release of hazardous substances or petroleum products into the environment. As part of the review process, site location, hydrogeological characteristics, geographic setting, and physiography will also be summarized.~~

~~Available state and federal regulatory databases will be reviewed to assess whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard.~~

~~201.4.4.2 Interviews. Consultant will attempt to interview property owners based on contact data provided by the client. Additionally, reasonable attempts will be made to interview at least one staff member of state or local government agencies regarding information that indicates recognized environmental conditions (RECs) in connection with the subject property. For the force main corridor, Consultant assumes that the city and/or county will be the interviewee for portions within roadway rights-of-way.~~

~~201.4.4.3 Site Reconnaissance. A Phase I ESA includes a reconnaissance of the subject property and vicinity to observe and photograph areas with potential RECs and to document current conditions. As is customary for large sites, Consultant will study aerial photographs and topographic maps in conjunction with other data to identify areas of environmental interest on the subject property that would require in-person observation to identify and/or document. Field staff will visit each of the areas of environmental interest to observe and document them with digital photographs and notes. Field staff will also view the subject property in general for additional observations and take photographs and notes. Access to private, locked, or restricted areas would be arranged by a client representative. This scope of work does not include activities such as collecting or analyzing soil, air, water, or other environmental samples.~~

~~201.4.4.4 Owner-Provided Information. Owner-provided information is an essential component of the Phase I ESA and includes items such as copies of previous Phase I ESAs or other relevant environmental documents, a completed ASTM Phase I ESA User Questionnaire, a completed Consultant Initial Data Request, and access to the subject property. Consultant will perform a search of recorded land-title records and judicial records for environmental liens and activity and use limitations.~~

~~201.4.4.5 Report Generation. The Phase I ESA findings will be summarized and documented in one report for each of the three areas. Sections within each report will consist of 1) a description of the property, 2) summaries of the site history and interviews, 3) a regulatory database review, 4) a description of the site reconnaissance, 5) report findings and conclusions, and 6) figures and appendices. Each report will include Consultant's professional opinion concerning the environmental disposition of the site regarding the presence of RECs. Report limitations and all literature cited will also be included.~~

~~According to the ASTM standard, the content of a Phase I ESA is valid for 180 days after the first data are collected. If the date of the intended use for Phase I ESA is not within 180 days, an update may be necessary, Non-scope issues identified in the~~

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~~ASTM standard include radon, lead, and asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the Phase I ESA reports.~~

~~*Assumptions:*~~

- ~~The ASTM User Questionnaires and Consultant Initial Data Requests will be returned to Consultant promptly upon commencement of the project.~~
- ~~This scope of work includes one round of revisions to each report's text. Substantial revisions, such as a revised scope or project area, will incur additional cost.~~
- ~~Fieldwork for the Phase I ESA will be completed in conjunction with that for other resources and will not be an independent mobilization.~~
- ~~Applicable Marion and Linn County fees ($1,450 per application) will be paid by the County.~~

~~Deliverables:~~

- ~~Draft Phase I ESA report.~~
- ~~Final Phase I ESA report~~

Task 201.5 – Mill City and Gates MWTF ~~WPCF/RIB~~ Topographic Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.5.1 Topographic Survey. Consultant shall perform a topographic surface survey at the proposed Mill City and Gates MWTF ~~WPCF/RIBs~~ site and SE Fairview Street Realignment and complete additional topographic surface survey at the proposed Temporary Stormwater Outfall and Detention Basin site, as shown in the figures below. Scope of services shall include:

a. Locate existing monumentation to complete a boundary resolution for subject area.
b. Full topographic surface data and underground utilities to the edge of the project boundaries as shown in red in the figure below (subject area):

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Proposed location of Mill City and Gates MWTF ~~WPCF/RIBs~~ in Mill City.



Additional survey required for proposed Temporary Stormwater Outfall and Detention Basin (blue polygon).

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c. Obtain spot elevations at a maximum 50 foot on center spacing, including: along roadway centerlines, top of curb, flowline of curb, lip of gutter to the nearest 0.01 foot.
d. Additional spot elevations needed to adequately identify grade breaks and other topographic features.
e. Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
f. Locate ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
g. Locate trees 8-inches diameter at breast height (DBH) and greater, noting coniferous or deciduous.
h. Map existing easements which may affect subject area; Owner to provide all necessary documentation or title information to complete this task.
i. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an xml file.
j. Document information on utilities to the edge of the project boundaries of the subject area, including utility poles, power lines, telecommunications, and identification information.
k. The following information will be documented for storm drain, culverts, and sanitary sewers to the edge of the project boundaries of the subject area:

    i. Rim or grate elevations and inverts for manholes and drainage structures, with structure size (inside dimensions).
    ii. Pipe diameters, pipe material, and direction of pipe.
    iii. Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
    iv. Storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
    v. Show utility lines as continuous, extending to upstream or downstream structure.

l. Prepare legal descriptions and exhibits for the following Linn County land use permit applications:
    i. Expanded Partition Application – Tax Lot 09S03E32 00100.
    ii. Conditional Use Permit Application – Mill City and Gates MWTF ~~WPCF~~.
    iii. Conditional Use Permit Application – Road Realignment.

Assumptions:

- Survey shall be based in NAVD88 vertical datum derived from the Oregon Real-Time GNSS Network.
- Retracement survey recorded with Marion County Surveyor's Office is not included in this scope.
- Private utility locating services are not included in this scope.

Task 201.6 – Mill City and Gates MWTF ~~WPCF/RIB~~ Geotechnical Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

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Soil and groundwater conditions will be evaluated as a basis for developing geotechnical engineering design criteria for the preferred Mill City and Gates MWTF ~~water pollution control facility (WPCF)~~ and rapid infiltration basins (RIB) site located near the east terminus of SE Fairview Street approximately 900 feet east of the intersection with Remine Road in Mill City, Oregon. Proposed improvements include asphalt concrete and gravel surfaced access drives, RIB, a lightly loaded administrative support building, an effluent pump station, one sequencing batch reactor (SBR) basin, and a lightly loaded equipment building that will be constructed on approximately 6.25 acres of currently undeveloped land. Future developments at the project site will include an additional SBR basin, additional RIB, and an expansion to the

Consultant Responsibilities:

201.6.1 Review information regarding subsurface soil and groundwater in the vicinity of the site, including reports in our files, selected geologic maps, and other geotechnical engineering-related information.

201.6.2 Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and Consultant's field staff. Public locates will be called in by the Consultant as required by law. Additionally, Consultant will coordinate for a private locate company to access the site.

201.6.3 Complete up to four field infiltration tests at locations to be determined by the Project Team and at depths of the proposed RIB (6 feet below ground surface (bgs) or less). Infiltration testing will be conducted in general accordance with local requirements using the open pit or encased falling head procedures, similar to requirements for City of Salem and Marion County.

201.6.4 Explore subsurface soil and groundwater conditions at the project site by conducting eight (8) to twelve (12) test pits and four (4) to six (6) drilling borings in the area of the proposed paved areas and building footprints. Test pit explorations will be extended to depths of up to 10- to 12-feet bgs in the locations of the proposed buildings and to 6.5-feet bgs in the proposed paved areas. Drilled borings will be conducted to 45- to 50-feet bgs within the footprint of the proposed buildings for the SBR basins. Exploration(s) will be advanced to the depths noted or practical refusal in dense gravels or competent rock, if encountered., whichever is shallower. Borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

201.6.5 Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Qualified staff from our office will observe and document field activities.

201.6.6 Complete Dynamic Cone Penetrometer (DCP)r tests at three (3) to four (4) locations to determine subgrade modulus for pavement design.

201.6.7 Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests, one 1-dimensional consolidation test, and percent fines test.

201.6.8 Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:

a. A general description of site topography, geology, and subsurface conditions;
b. An opinion as to the adequacy of the proposed development from a geotechnical engineering standpoint;

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c. Summary of infiltration testing and a discussion relating to design infiltration rates based on subsurface conditions observed in our explorations;
d. Recommendations for site preparation measures, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction;
e. Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing;
f. Recommendations for earthwork construction, including use of on-site and imported structural fill and fill placement and compaction requirements;
g. Recommendations for foundations to support the proposed structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance, and recommended minimum setback from existing retaining walls or recommendations for foundation alternatives, as necessary. It is further assumed that shallow foundations can be used to adequately support the structures.
h. Recommendations for supporting on-grade slabs, including base rock, capillary break, and modulus of subgrade reactions.
i. Assessment of existing slope conditions and discussion of slope stability.
j. Seismic design parameters, including soil site class evaluation in accordance with the 2021 international building code (IBC) and the current version of the Oregon State Structural Code including a site-specific seismic hazard evaluation consistent with the requirements of the 2022 OSSC.
k. Recommendations for constructing asphalt concrete and gravel surfaced pavements for proposed on-site parking and drives, including subgrade, drainage, base rock, and pavement sections. Recommendations will be based on estimated traffic loads or loads provided by the Project Team, and on subsurface data obtained as part of this scope.
l. Recommendations for shallow foundations and site preparation measures to mitigate potentially excessive settlement of shallow foundations. It is anticipated that excessive post construction settlements could potentially occur under the assumed design loads. Therefore, preliminary recommendations to mitigate settlement may include discussions relating to ground improvement including preliminary recommendations for crushed aggregate piers.
m. Geotechnical work will be directly supervised by a geotechnical engineer licensed in the state of Oregon who will apply their professional seal to the document.

Assumptions:

- The following loads for the slightly loaded administrative and machinery buildings have been assumed. Revised project loads will be provided by the Project Team prior to completing the geotechnical report for the site if they vary from these assumptions:
  - Up to 60 kips per column
  - 4 kips per lineal foot (klf) wall loads or less
  - Floor loads will be 125 pounds per square foot (psf) or less
  - SBR wall loads of up to 4-kips per lineal foot and SBR areal loads of up to 1500-psf are assumed.
- Shallow spread foundations will be suitable for support of the proposed structures and have not budgeted for providing deep foundation recommendations if they become necessary.

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- Right-of-entry or access will be provided to the exploration locations.
- Surface disturbance that will result from exploration activities is acceptable to the site owner and is understood by the Project Team. Consultant will be available to discuss further with the Project Team, site owner, or prospective owner, if needed.
- A truck or track-mounted drill rig can adequately access the site.
- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered are not included in this scope of work or cost.
- Excess drill cuttings will be spread discreetly across the site.
- Contaminated soils will not be encountered during the exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), drilling operations will stop and the Project Team will be notified for directions on how to proceed.
- A site response analysis and/or a ground motion hazard analysis is not required and is excluded from this scope and budget. The site-specific seismic hazard analysis included in the scope above does not include the budget for a ground motion hazard analysis or a site response analysis.

Deliverables:

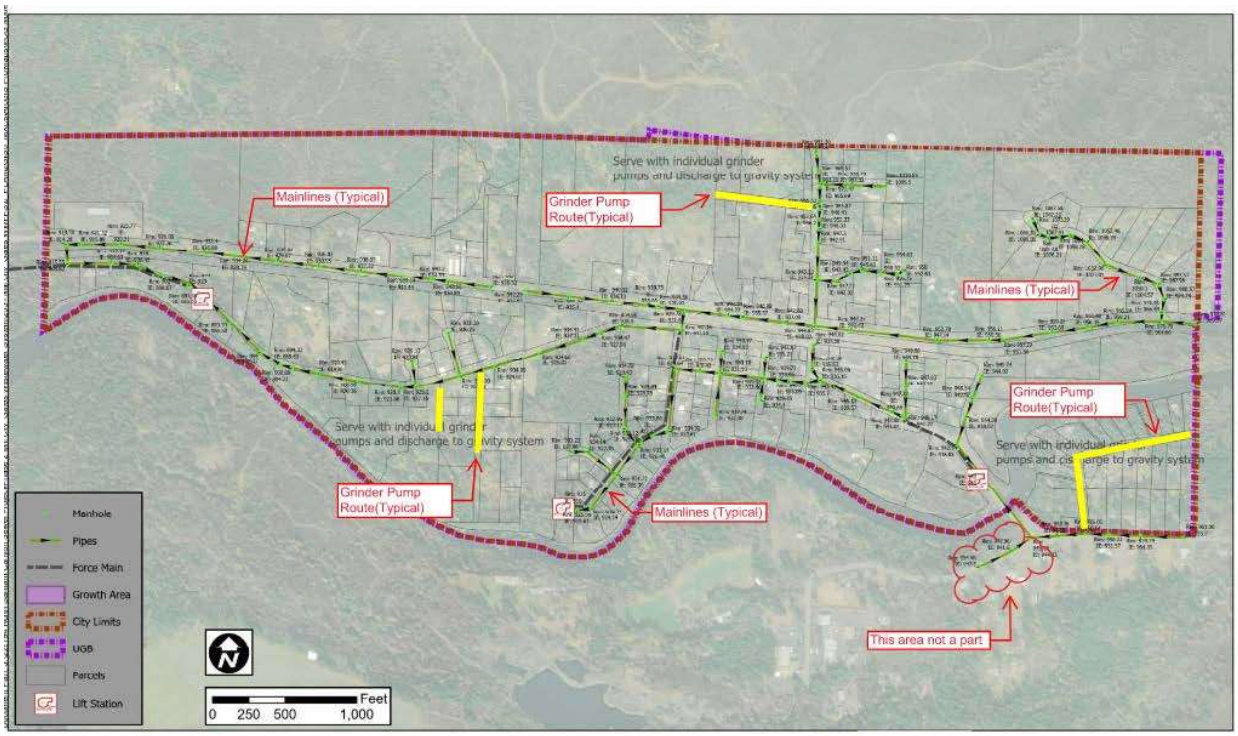
- Final Geotechnical Investigation Report

Task 201.7 – Gates Collection System Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

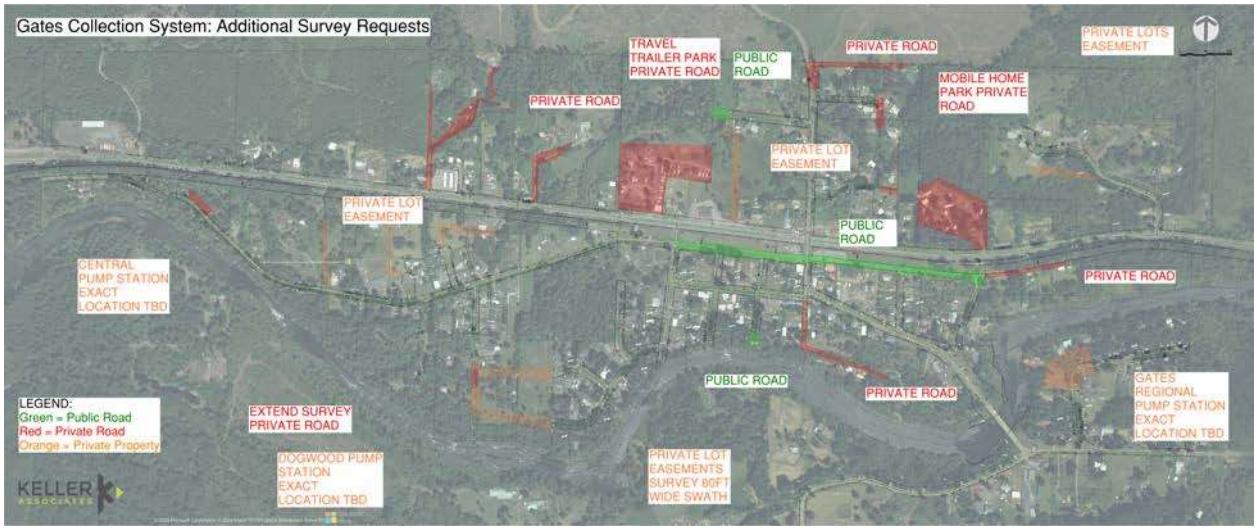
201.7.1 Topographic Survey. Consultant shall perform a topographic surface survey of the proposed Gates Collection System. This topographic survey will encompass right-of-way surveying along the proposed sewer alignment routes as shown in the figure below (subject area):

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Additional Survey required based on 30% Design Alignment:



Tasks shall include administration and coordination, survey research, field monument ties and boundary resolution, field topographic survey of mainlines and grinder pump routes, and survey processing. Field topographic survey efforts include:

a. Locate existing monumentation to complete a boundary resolution for subject area.
b. Provide topographic surface data, including locations of underground utilities (as marked by utility purveyors) along alignment routes.
c. Obtain spot elevations at approximate 50-foot on center spacing, including roadway centerlines, top of curb, flowline of curb, and lip of gutter.
d. Provide additional spot elevations needed to identify grade breaks and other topographic features.
e. Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, and drainage areas.
f. Locate ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
g. Locate all trees 8+ inches diameter at breast height, noting coniferous or deciduous.
h. Surface data to create 1-foot contours and provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an .xml file.
i. Establish site control.
j. Show power lines, and telecommunications including any identification information.
k. For storm drain, culverts, and sanitary sewers:
   - Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (approximate inside dimension).
   - Show pipe diameters, pipe material, and direction of pipe.
   - Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
   - Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.

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- Show utility lines as continuous, do not terminate shortly after a structure, extend to upstream or downstream structure.

201.7.2 Easements. Prepare legal descriptions and visual exhibit maps for up to one-hundred (100) easement areas.

Assumptions:

- Survey shall be based on an official benchmark for the region.
- Private utility locating services may be recommended should utility purveyors (i.e. communication companies) fail to mark their utility lines on pre-survey projects. If these are not marked, this service will be provided as an additional service.
- The scope of work does not include:
  - Retracement Survey recorded with County Surveyor's Office.
  - Easement retracement
  - Wetland Mapping
  - Title Reports for affected properties.
- For additional survey required based on 30% Design Alignment:
  - Private Property- Survey 50 feet on both sides of property line (total 100-foot width).
  - Private Roads – Survey 10 feet from edge of gravel/pavement, both sides.

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to one-hundred (100) easement areas.

Task 201.8 – Gates Collection System Geotechnical Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.8.1 Subsurface explorations will be completed for the proposed sewer collection system in Gates, Oregon. Specific geotechnical design elements include review of access permits/plans (if available) and geotechnical recommendations for approximately 24,700 linear feet of new 8-inch gravity mains, approximately 7,200 linear feet of new pressure sewer, and three (3) new pump stations throughout the City of Gates. Subsurface explorations will be completed using a trailer-mounted drill rig, except for at the three pump stations where a roto-sonic drill rig will be used to acquire subsurface data to sufficient depth in anticipated gravel soils. The intent of the subsurface explorations is to adequately characterize subsurface soils along the proposed alignment and pump stations.

201.8.1.1 Review proposed project plans to be provided by the Project Team for geotechnical design and construction elements.

201.8.1.2 Provide an exploration work plan detailing approximate locations and proposed depth of explorations.

201.8.1.3 Complete an application for Oregon Department of Transportation (ODOT) miscellaneous use permit for fieldwork, if required.

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201.8.1.4 Complete a utility locate request for the site through the public one call system.

201.8.1.5 Coordinate with a private utility locate subcontractor to complete utility locates at proposed exploration locations.

201.8.1.6 Explore subsurface soil and groundwater conditions at the site by conducting subsurface explorations with a trailer-mounted drill rig approximately every 300 to 500 feet along the proposed alignment (approximately 67 to 110 borings). The borings will be performed by a driller subcontracted to and scheduled by the Consultant. Borings will be conducted to a depth of up to 10 feet below ground surface (bgs) with the intention to identify depth to presence of native rock suspected to be present in the subsurface. Borings will be advanced to the depths noted or to a depth of practical refusal in dense or collapsing materials if encountered, whichever is shallower.

201.8.1.7 Explore subsurface soil and groundwater conditions at three (3) proposed pump station locations by conducting one subsurface exploration at each location with a roto-sonic drill rig. The borings will be performed by a driller subcontracted to and scheduled by the Consultant. Borings will be conducted to a depth of up to 40 feet bgs with the intention to identify depth to presence of native rock suspected to be present in the subsurface. Borings will be advanced to the depths noted or to a depth of practical refusal in dense or collapsing materials if encountered, whichever is shallower.

201.8.1.8 Provide a general description of existing site conditions.

201.8.1.9 Maintain a general description of existing site conditions.

201.8.1.10 Maintain a detailed log of subsurface explorations. Collect samples of the subsurface materials encountered.

201.8.1.11 Conduct laboratory tests using soil samples obtained from the explorations in general conformance with American Society for Testing and Materials (ASTM) including moisture content tests, plasticity index (Atterberg Limits) tests, or fines content analyses as appropriate, depending on the types of materials encountered.

201.8.1.12 Provide recommendations for trench backfill materials, compaction, and general construction specifications.

201.8.1.13 Complete a final geotechnical letter report specific to the sewer collection system and pump stations.

Assumptions:

- Fieldwork can be completed during normal working hours (Monday to Friday, 8:00 AM to 5:00 PM) and will not require that fieldwork be completed during nights or weekends.
- Brush clearing along the alignment and cleared access to exploration locations will be completed by the Project Team prior to the commencement of fieldwork.
- Traffic control will only be required for 20% of the explorations [four (4) days].
- Contaminated soil will not be encountered during the explorations.
- Permit fees will be waived.

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- Site access and right of entry will be facilitated by Project Team.
- This task does not include geotechnical construction observation or testing services,
- Consultant will coordinate with the Project Team to establish exploration locations that will minimize damage to existing development.

Task 201.9 – Gates Collection System Environmental Due Diligence
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Environmental due diligence shall be completed for the proposed Gates Collection System in Linn and Marion Counties, Oregon. The project area will consist of a 50-foot right-of-way along approximately 5-miles of pipeline. The proposed pipelines will be installed with an open trenching method. Environmental due diligence will include project management, wetlands and water delineation, cultural resources investigation, and Phase I environmental site assessments (ESAs). These tasks are intended to inform the project's final design and minimize impacts to existing resources.

Consultant Responsibilities:

201.9.1 Project Management. The Consultant will coordinate with the Project Team to receive project materials, prepare invoicing, and transmit correspondence. The Consultant will maintain project files to include necessary supporting materials as required. The Consultant's project manager will monitor task performance, schedule, and budget; approve project expenses; and ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Beyond general coordination and communication, Consultant will provide a monthly email to inform the Project Team about the project's progress. The monthly email will outline which tasks were worked on during the month and the progress of those tasks, as well as what tasks are anticipated to be worked on in the following month. As part of these monthly emails, Consultant shall provide a budget summary and consistent communication to keep projects on track and within their schedule and budgets. Additionally, Consultant will participate in bi-monthly check-in calls and attend regular check-in meetings with the Project Team to provide status updates and discuss action items. Consultant's senior subject matter experts will provide quality reviews and input on overall project approach.

Assumptions:

- Project duration for this task will be four (4) months.

201.9.2 Wetlands and Waters Delineation

201.9.2.1 Wetlands and Ordinary High Water Line Delineation. Consultant will survey the project area to evaluate whether wetlands and waters are present. If wetlands or waters are found, Consultant will delineate wetland boundaries in accordance with the methodology of the 1987 *U.S. Army Corps of Engineers Wetlands: Delineation Manual* and the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0),* used by the U.S. Army Corps of Engineers and the Oregon Department of State Lands (DSL). Hydrology, soils, and vegetation will be documented at select sample plot locations and recorded on standardized wetland determination data forms.

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Streams and other waters will be delineated based on the U.S. Army Corps of Engineers' 2005 *Regulatory Guidance Letter 05-05: Ordinary High Water Mark Identification.* As defined in DSL's Oregon Administrative Rule 141-085-0515, field indicators for the ordinary high water line (OHWL) can include the following: a clear, natural line impressed on the shore or bank; a change in vegetation from riparian (e.g., willows) to upland (e.g., oak or fir); a textural change of depositional sediment or changes in the character of the soil (e.g., from sand/cobble/gravel to upland soils); an elevation below which no fine debris (e.g., needles, leaves, cones, and seeds) occurs; and the presence of litter and debris, water-stained leaves, and water lines on tree trunks.

Wetlands and OHWL boundaries and any sample plot locations will be surveyed using Collector for ArcGIS paired with a computer tablet and a Juniper Geode GNSS receiver capable of submeter accuracy. These data would be imported into a GIS program to produce a site map showing the delineated wetland and OHWL boundaries.

201.9.2.2 Wetlands and Ordinary High Water Line Delineation Report. Consultant will prepare a summary report of the wetland and OHWL delineations to meet DSL requirements for wetlands and other waters delineation reports. The report will be submitted to the Project Team for review prior to submission to any regulatory agencies. This task includes the preparation of the required DSL wetland report cover form, to be signed by Consultant prior to submitting the report to DSL for review and concurrence.

Assumptions:

- Task assumes five (5) hours of agency coordination time but does not include a site visit with the regulatory agencies (i.e. with DSL).
- Budget assumes the DSL wetland report review fee will be paid for directly by the Owner.
- Natural resources on the site will be accessible by foot. If vegetation such as Himalayan blackberry prevents access to natural resources on the site, clearing must be completed before field work can be completed.
- Task assumes five (5) days (40 hours) of wetland delineation and OHWL field work for three (3) scientists.
- Owner will provide one (1) round of comments on the draft delineation report.
- All deliverables will be provided electronically; no hard copies will be provided.
- The delineations will be based on the project area (Gates_Pipe.kmz) in documentation received from the Project Team.
- Ideal wetland delineation times are typically from late winter to late spring to capture hydrology and plant phenology. If wetland hydrology and plant indicators are not apparent, another field visit may be needed during optimal conditions to confirm wetland presence.
- Any on-site flagging required for fieldwork or professional surveying will be incidental to this item without additional measurement or payment for on-site flagging.
- If required, a Joint Permit Application for impacts to wetlands and/or other waters is not included within this task.

Deliverables:

- Wetlands and OHWL delineation report.

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201.9.3 Cultural Resources Investigation

201.9.3.1 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs to inquire about local historical knowledge of the project area or any concerns about the location of the project. All project-related Tribal coordination will be described in the final report.

201.9.3.2 Background Research and Permitting. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) online database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant will review available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, historical photographs, and other relevant research information available from local libraries, historical societies, or informants.

Because portions of the project are located on land managed by state and local entities, an archaeological excavation permit must be obtained from SHPO before archaeological testing takes place (per Oregon Revised Statute [ORS] 390.235 and its implementing guidelines). Consultant will apply for this excavation permit (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 to 40 days for submission and review.

Consultant will submit a detailed permit application covering possible scenarios should significant cultural resources be found, to avoid the need to apply for additional excavation permits through SHPO.

201.9.3.3 Field Survey. Consultant will conduct an archaeological survey in all areas where ground-disturbing activities will occur to identify any archaeological resources that may be present within the project area. Preliminary research shows no previous cultural resources investigations have overlapped the project according to OARRA. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 10 meters apart, systematically examining the ground surface for archaeological materials. Consultant crews will record their observations on standardized field forms and in field notebooks.

Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources, where project-related ground disturbance will occur, to identify any archaeological resources that may be present within the project site. Consultant proposes to excavate up to 40 shovel probes. Probes will be a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm

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below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Consultant field staff will collect all cultural material from shovel probes that is clearly not modern, per the archaeological permit conditions. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location GPS data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S. Geological Survey quadrangle map and then georeferenced during post-field processing. All recording procedures will follow SHPO guidelines.

201.9.3.4 Reporting. Consultant will prepare a cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey, and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey.

Consultant will provide an electronic version of the draft report to the Project Team for review. After addressing comments from the Project Team, Consultant will provide the draft report to SHPO and interested Tribal entities for review. Consultant will coordinate with both SHPO and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to the Project Team, provided that any private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- The records search area will not extend farther than one (1) mile beyond the project area. Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- The project location and size will remain as identified in the request for scope and cost (approximately 5 linear miles represented in the map labeled Gates_Pipe.kmz).
- Based on a preliminary review of SHPO records, Consultant anticipates no cultural resources will be identified and require documentation in the project area. If archaeological materials are collected and require curation or analyses, these services will be provided as an additional service.
- Every site larger than one (1) acre will be considered as an additional site; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, or other factors outside of Consultant's control as identified elsewhere in this Agreement.
- Shovel probes will be placed only within the Mill City proposed pipeline. The proposed pipeline within Gates city limits is within hardscaped areas, which cannot be excavated (subsurface tested) by hand.

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- Cultural resources survey report will require no more than one round of review by the Owner. Comments on the report from the Owner will not require more than four (4) hours of Consultant labor to address. No comments will be received from SHPO review, and minimal comments (up to four [4] hours of work) will be received from the Tribes.

Deliverables:

- Draft and final cultural resources survey report.
- Draft and final GIS spatial data showing cultural resources investigation results.

201.9.4 Phase I Environmental Site Assessments. Consultant will prepare two Phase I ESA reports for the proposed Gates Collection System; one report each for the eastern and western portions of the project, which are separated by approximately 1.4 miles. The Phase I ESAs will be completed in general accordance with the standards described in the current ASTM Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (2021). The goal of a Phase I ESA is to assess the subject property, to the extent practical, for the potential presence of recognized environmental conditions (RECs), defined in ASTM Standard E1527-21. This scope of work applies to each Phase I ESA and consists of the following tasks.

201.9.4.1 Records Review. Consultant will review appropriate documents, including historical aerial photographs, historical topographic maps, and other land-use documents, to identify past operations or activities at the subject property that may have caused the release of hazardous substances into the environment. As part of the review process, the site location, hydrogeological characteristics, geographic setting, and physiography will also be summarized.

Additionally, available state and federal regulatory databases will be reviewed to determine whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. Consultant assumes that sufficient data will be readily available such that an in-person regulatory file review will not be needed. Due to the nature of the site, Consultant will not obtain and review Sanborn Company Fire Insurance maps or city directory searches.

201.9.4.2 Interviews. Consultant will interview select property owners/managers, as contact information is available. For the Gates Collection System, Consultant assumes that the City of Gates, Marion County, and/or Linn County will be the interviewee for portions within roadway rights-of-way. Additional interviews may be conducted for additional information, such as owners of properties with gas stations or industrial uses. The interviews may be comprised of phone calls, emails, and/or mailings. Consultant will initiate a second attempt to reach non-respondents. This task is subject to the Project Team's approval to interact with property owners.

201.9.4.3 Site Reconnaissance. A Phase I ESA includes a reconnaissance of the subject property and vicinity to observe and photograph areas with potential RECs and to document current conditions. Consultant will study aerial photographs and topographic maps in conjunction with other data to identify areas of environmental

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interest on the subject property that would require in-person observation to identify and/or document. Field staff will visit each of the areas of environmental interest to observe and document them with digital photographs and notes. Access to private, locked, or restricted areas will be arranged by the Project Team. This task does not include activities such as collecting or analyzing soil, air, water, or other environmental samples, or addressing asbestos-containing materials, lead-based paint, or radon.

201.9.4.4 User-Provided Information. User-provided information is an essential component of the Phase I ESA and includes items such as relevant environmental documents, a completed Phase I ESA User Questionnaire, a completed Initial Data Request, and access to the subject property. User is responsible for providing Consultant the results of a search of recorded land-title records and judicial records for environmental liens and activity and use limitations (AULs).

201.9.4.5 Report Generation. The Phase I ESA findings will be summarized and documented in one report each for the eastern and western portions of the project. Consultant will submit drafts within 6 to 8 weeks of starting the Phase I ESAs. Consultant will respond to one round of comments and provide the client with final reports within one (1) week of receiving comments.

According to the ASTM standard, the content of a Phase I ESA is valid for 180 days after the first data are collected. If the date of the intended use of the Phase I ESAs is not within that 180-day period, updated reports may be necessary. Non-scope issues identified in the ASTM standard include radon, lead and asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the Phase I ESA reports.

Assumptions:

- The ASTM User Questionnaires and Consultant's Initial Data Requests will be returned to the Consultant promptly upon commencement of the project.
- No provision is included for delays due to land access, coordination, weather issues, or other factors beyond the Consultant's control as identified elsewhere in this contract. Delays are not included in the fee.
- Assume one round of revisions to each report's text. Substantial revisions, such as a revised scope or project area, will incur additional cost.
- Fieldwork for the Phase I ESAs will be completed in conjunction with that for other resources and will not be an independent mobilization.
- Owner will pay applicable Linn and Marion County fees (approximately $1,450 per application).
- SHPO and Tribes will not require more than 30 days for review.
- A 50-year chain-of-title report, and a search for liens and AULs will not be obtained by Consultant under this task.

Deliverables:

- Draft and final Phase I ESA Reports for the eastern and western portions of the project.

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Task 201.10 – Force Main Alignment Environmental Due Diligence
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Environmental due diligence shall be completed on approximately 3.6-linear-mile pipeline (25-foot right-of-way) of an area in Linn County, Oregon, which will include a future project:

- Gates/Mill City Force Main

Environmental due diligence will include project management, wetlands and waters delineation, cultural resources investigation, and Phase I environmental site assessment (ESA). These tasks are intended to inform the project's final design and minimize impacts to existing resources.

Consultant Responsibilities:

201.10.1 Project Management. Consultant will coordinate with Project Team to receive project materials, prepare invoicing, and transmit correspondence. Consultant will maintain project files to include necessary supporting materials, as required. The project manager will monitor task performance, schedule, and budget; approve project expenses; and ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Beyond general coordination and communication, Consultant will provide a monthly email to inform the Project Team about the project's progress. The monthly email will outline which tasks were worked on during the month and the progress of those tasks, as well as what tasks are anticipated to be worked on in the following month. As part of these monthly emails, Consultant shall provide a budget summary and consistent communication to keep projects on track and within their schedules and budgets. Additionally, Consultant's project manager will schedule bi-monthly check-in calls and attend regular check-in meetings with Project Team to provide status updates and discuss action items. Consultant's senior subject matter experts will provide quality reviews and input on overall project approach.

Assumptions:

- Bi-monthly check-in calls will be approximately 30 minutes long.
- There will be twelve (12) monthly check-in calls between Consultant and Project Team.

Deliverables:

- Meeting minutes.

201.10.2 Wetlands and Waters Delineation

201.10.2.1 Wetlands and Ordinary High Water Line Delineation. Consultant will survey the project area to evaluate whether wetlands and waters are present. If wetlands or waters are found, Consultant will delineate wetland boundaries in accordance with the methodology of the 1987 U.*S. Army Corps of Engineers Wetlands Delineation Manual* and the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Regions (Version 2.0)*,

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used by the U.S. Army Corps of Engineers and the Oregon Department of State Lands (DSL). Hydrology, soil, and vegetation will be documented at select sample plot locations and recorded on standardized wetland determination data forms.

Streams and other waters would be delineated based on the U.S. Army Corps of Engineers' 2005 *Regulatory Guidance Letter 05-05: Ordinary High Water Mark Identification.* As defined in DSL's Oregon Administrative Rule 141-085-0515, field indicators for the OHWL) can include the following: a clear, natural line impressed on the shore or bank; a change in vegetation from riparian (e.g., willows) to upland (e.g., oak or fir); a textural change of depositional sediment or changes in the character of the soil (e.g., from sand /cobble/gravel to upland soils); an elevation below which no fine debris (e.g., needles, leaves, cones, and seeds) occurs; and the presence of litter and debris, water-stained leaves, and water lines on tree trunks. Wetlands and OHWL boundaries and any sample plot locations will be surveyed using Collector for ArcGIS paired with a tablet and a Juniper Geode GNSS receiver capable of submeter accuracy. These data would be imported into a GIS program to produce a site map showing the delineated wetland and OHWL boundaries.

201.10.2.2 Wetlands and Ordinary High Water Line Delineation Report. Consultant will prepare one (1) delineation report of the wetland and OHWL delineations to meet DSL requirements for wetlands and other waters delineation report:

Wetlands and OHWL Delineation Report:

- Gates/Mill City Force Main



Wetlands and OHWL Delineation Survey Area

The report will be submitted to Project Team for review prior to submitting to any regulatory agencies. This task includes the preparation of the required DSL wetland report cover form, to be signed by a Project Team representative prior to submitting the report to DLS for review and concurrence.

Assumptions:

- This task include five (5) hours of agency coordination time (four (4) hours for Project Team and three (3) hour for GIS specialist).

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- The 2025 DSL wetland report review fee is $575 per report and will be paid for directly by the Consultant.
- Access to the area will be arranged by Project Team.
- Natural resources on the site will be accessible by foot. If vegetation such as Himalayan blackberry prevents access to natural resources on the site, clearing must be completed before fieldwork can be done, or an additional site visit will be needed at additional cost.
- This cost estimate does not include a DSL site visit.
- This cost estimate is based on two (2) days of wetland delineation and OHWL fieldwork for two scientists. Project team will provide one round of comments on the draft delineation report. Any task not expressly described herein is not included in the proposed cost.
- All deliverables will be provided electronically; no hard copies will be provided.
- The delineations will be based on the project area shown by the alignment in the figures above. Any change to the project area after survey will incur additional costs.
- Ideal wetland delineation times are typically from late winter to late spring to capture hydrology and plant phenology. If wetland hydrology and plant indicators are not apparent, another field visit may be needed during optimal conditions to confirm wetland presence.
- Traffic control flagging is not included.
- This scope of work does not include a joint permit application for impacts to wetlands or other waters.

Deliverables:

- Draft and Final Wetlands and OHWL Delineation Report.

201.10.3 Cultural Resources Investigation

204.10.3.1 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs to inquire about local historical knowledge of the project area. Consultant will also ask if they have any cultural concerns about the location of the project. All project-related Tribal coordination will be described in the final report.

201.10.3.2 Background Research and Permitting. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant staff will review other available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, historical photographs, and other relevant research information available from local libraries, historical societies, or informants. Based on preliminary research, the current project area overlaps a marked historic-era railroad that is currently unevaluated for the National Register of Historic Places.

Because portions of the project are located on land managed by state and local entities, an archaeological excavation permit must be obtained from SHPO before archaeological testing takes place (per Oregon Revised Statute (ORS) 390.235 and

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its implementing guidelines). The Consultant project manager will apply for up to one (1) excavation permit (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 to 40 days for submission and review.

Consultant will submit a detailed permit application outlining possible scenarios should significant cultural resources be found, to avoid applying for additional excavation permits through SHPO.

201.10.3.3 Field Survey. Consultant will conduct an archaeological survey in areas where ground-disturbing activities will occur to identify potential archaeological resources around the proposed area of disturbance. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 20 meters apart, systematically examining the ground surface for archaeological materials. Consultant crews will record their observations on standardized field forms and in field notebooks.

Preliminary research shows no previous cultural resources investigations have overlapped the project according to OARRA. Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources, where project-related ground disturbance will occur, to identify any archaeological resources that may be present within the project site. Consultant proposes to excavate up to twenty (20) shovel probes. Probes will be a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Consultant field staff will collect all cultural material from shovel probes that is clearly not modern per the archaeological permit conditions. The cost of this scope of work does not include curation or laboratory artifact analysis costs. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location GPS data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S. Geological Survey quadrangle map and then georeferenced during post-field processing. All recording procedures will follow SHPO guidelines. Consultant's cost estimate assumes no archaeological resources will be encountered during the survey. If archaeological materials are collected and require curation or analyses, a change order will be requested.

201.10.3.4 Reporting. Consultant will prepare one (1) cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey, and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey.

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Cultural Resources Survey Report:

- Gates/Mill City Force Main



Cultural Resources Survey - Area of Potential Effect (APE)

Consultant will provide an electronic version of the draft reports to the Project Team for review. After addressing comments from the Project Team, Consultant will provide the draft report to the SHPO and interested Tribal entities for review. Consultant assumes that SHPO and the Tribes will not require more than 30 days for review. Consultant will coordinate with both SHPO and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to Project Team, provided that the private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- All meetings and coordination with Project Team will be conducted via conference calls and email.
- The records search area will not extend farther than one (1) mile beyond the project area. Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- The project location and size will remain as identified in the request for scope and cost (3.6 linear miles).
- Based on a preliminary review of SHPO records, Consultant anticipates no cultural resources will be identified and require documentation in the project area.
- For the purposes of total site count, every site larger than one (1) acre will be considered as an additional site based on every additional acre; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Consultant's ability to conduct fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, COVID-19-related restrictions, force majeure, or any other factor(s) outside of Consultant's control.
- Consultant will prepare one (1) cultural resources survey report, and the report will require no more than one round of review by Project Team. Comments from the Project Team on the report will not require more than four (4) hours of Consultant labor to address. No comments will be

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received from SHPO review, and minimal comments (up to four (4) hours of work needed to address comments) will be received from the Tribes.

Deliverables:

- Draft and Final Cultural Resources Survey Report I.
- Draft and Final GIS spatial data from cultural resources investigation results.

201.10.4 Phase I Environmental Site Assessments. Consultant will prepare a Phase I Environmental Site Assessment (ESA) report for:

Phase I ESA Report:

- Gates/Mill City Force Main



Phase I ESA Project Area

The Phase I ESA will be completed in general accordance with the standards described in the current ASTM Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (2021). The Phase I ESA will be directed by a qualified Environmental Professional, as required by the ASTM standard.

A Phase I ESA conducted in accordance with ASTM Standard E1527-21 constitutes all appropriate inquiry into the previous ownership and uses of the property, consistent with good commercial or customary practice, and will allow the Owner to satisfy one of the requirements for landowner liability protections under the Comprehensive environmental Response, Compensation, and Liability Act (42 United States Code 9601). The Phase I ESA will consist of the subtasks described below.

201.10.4.1 Records Review. Consultant will review appropriate documents, including historical aerial photographs, historical topographic maps, and other land-use documents in order to identify past operations or activities on the subject property or nearby properties that may have caused the release of hazardous substances or petroleum products into the environment. As part of the review process, site location, hydrogeological characteristics, geographic setting, and physiography will also be summarized.

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Available state and federal regulatory databases will be reviewed to assess whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard.

201.10.4.2 Interviews. Consultant will attempt to interview property owners based on contact data provided by the client. Additionally, reasonable attempts will be made to interview at least one staff member of state or local government agencies regarding information that indicates recognized environmental conditions (RECs) in connection with the subject property. For the force main corridor, Consultant assumes that the city and/or county will be the interviewee for portions within roadway rights-of-way.

201.10.4.3 Site Reconnaissance. A Phase I ESA includes a reconnaissance of the subject property and vicinity to observe and photograph areas with potential RECs and to document current conditions. As is customary for large sites, Consultant will study aerial photographs and topographic maps in conjunction with other data to identify areas of environmental interest on the subject property that would require in-person observation to identify and/or document. Field staff will visit each of the areas of environmental interest to observe and document them with digital photographs and notes. Field staff will also view the subject property in general for additional observations and take photographs and notes. Access to private, locked, or restricted areas would be arranged by a client representative. This scope of work does not include activities such as collecting or analyzing soil, air, water, or other environmental samples.

201.10.4.4 Owner-Provided Information. Owner-provided information is an essential component of the Phase I ESA and includes items such as copies of previous Phase I ESAs or other relevant environmental documents, a completed ASTM Phase I ESA User Questionnaire, a completed Consultant Initial Data Request, and access to the subject property. Consultant will perform a search of recorded land-title records and judicial records for environmental liens and activity and use limitations.

201.10.4.5 Report Generation. The Phase I ESA findings will be summarized and documented in one report for each of the three areas. Sections within each report will consist of 1) a description of the property, 2) summaries of the site history and interviews, 3) a regulatory database review, 4) a description of the site reconnaissance, 5) report findings and conclusions, and 6) figures and appendices. Each report will include Consultant's professional opinion concerning the environmental disposition of the site regarding the presence of RECs. Report limitations and all literature cited will also be included.

According to the ASTM standard, the content of a Phase I ESA is valid for 180 days after the first data are collected. If the date of the intended use for Phase I ESA is not within 180 days, an update may be necessary, Non-scope issues identified in the ASTM standard include radon, lead, and asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the Phase I ESA reports.

Assumptions:

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- The ASTM User Questionnaires and Consultant Initial Data Requests will be returned to Consultant promptly upon commencement of the project.
- This scope of work includes one round of revisions to each report's text. Substantial revisions, such as a revised scope or project area, will incur additional cost.
- Fieldwork for the Phase I ESA will be completed in conjunction with that for other resources and will not be an independent mobilization.
- Local permitting fees estimated at $1,450 per application to be paid by consultant and reimbursed.

Deliverables:

- Draft and Final Phase I ESA Report.

Task 201.11 – Mill City Collection System Cleaning and Inspection
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.11.1 CCTV Cleaning and Inspection. Flush and perform closed-camera television (CCTV) inspection for approximately 12,775 linear feet of Mill City sewer collection system piping.

201.11.2 Review and Identification of Spot Repairs. The Consultant will review and prioritize line repairs based on the CCTV inspections.

Assumptions:

- A dump site will be provided for debris removed from the sewer collection lines.
- Consultant will coordinate use of a Mill City fire hydrant as a source of water for filling the vacuum truck for flushing.
- Traffic control will include road signs and traffic cones only. Flaggers will not be provided.
- Consultant will not be held responsible if jetter hose gets stuck in a collection system pipe and incurs damage.
- Design drawings and specifications for the spot repairs will not be required for this task.

Deliverables:

- Video footage and field notes of CCTV inspection.
- Summary table and/or map for CM/GC indicating locations where repairs will be required within the Mill City Collection System as well as the order of priority.

202 MILL CITY AND GATES MWTF ENGINEERING ~~MILL CITY/GATES WPCF~~

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Previous work includes facility planning to identify treatment and disposal alternatives for wastewater generated and collected from Mill City and Gates as documented in the Mill City/Gates Wastewater Facilities Planning Study (2023 WWFPS). The recommendations from that work have led to this project, which consists of preliminary design for the Mill City and Gates Municipal Wastewater Treatment Facility (MWTF) ~~Water Pollution Control Facility (WPCF)~~ and rapid infiltration basins for disposal. The new MWTF ~~WPCF~~ will be designed for 2045 Projected Design Flows discussed in the 2023 WWFPS:

- 0.223 million gallons per day (MGD) annual average daily flow (AADF)
- 0.682 MGD peak hourly flow (PHF).

And will include design of the following improvements for construction:

- Headworks Building that will house the mechanical screen, grit classifier, and dewatering equipment.
- Grit removal system.
- Influent pump station.
- Septage receiving station
- Process Basins (sequencing batch reactor [SBR] and equalization basin).
- Process Building that will house the aeration blowers, chemical feed system, UV disinfection system, utility water system, and electrical motor control center.
- Denitrification filters.
- Solids holding tank.
- Six (6) Rapid Infiltration basins (RIB)
- The preliminary design also includes a new section of force main piping, connecting the existing force main (near the existing WPCF) to the new MWTF ~~WPCF~~.

This task will include a preliminary engineering report (PER) to include sufficient detail intended to demonstrate that the proposed project meets the design criteria identified in the facility planning study. Permit application assistance will also be provided. Drawings and specifications will be produced with sufficient detail to allow the Construction Manager / General Contractor (CM/GC) to develop a guaranteed maximum price (GMP) for the project. The task will also include providing pre-selection documents and evaluation for major equipment and long lead items.

Task 202.1 – Project Management

Consultant Responsibilities:

202.1.1 General Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

202.1.2 Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner's pre-design review team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

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202.1.3 Progress Meetings. Conduct monthly progress meetings, including the Owner, Consultant and CM/GC.

202.1.4 Request for Information and Data Review. Prepare initial request for information for data to be used in the pre-design process. Review information requested and provide supplemental request for information if needed.

202.1.5 CM/GC Coordination. Coordinate with the CM/GC for general project efforts, including establishing lines of communication.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Assumes an eight (8)-month duration for general project administration.
- Progress meetings will be a combination of in-person and virtual meetings.

Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.
- Request for information.

Task 202.2 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

202.2.1 Design Criteria (Process). Discuss or reference design criteria items already provided in the Mill City/Gates Wastewater Facilities Planning Study (2023 WWFPS). Document additional design criteria that will serve as a basis for design.

202.2.2 New Hydraulic Profile. Prepare a preliminary hydraulic profile based on the selected improvements from the 2023 WWFPS (listed under Task 202).

202.2.3 Preliminary P&IDs. Prepare preliminary piping and instrumentation diagrams (P&IDs) based on City input, processes selected in the 2023 WWFPS (listed under Task 202), and process and control needs.

202.2.4 Preliminary Instrumentation/Controls. Prepare one-line diagram for power and a narrative describing the control strategy and objectives. Coordinate with Owner and power utility to identify power constraints and Owner's SCADA communication preferences.

202.2.5 Preliminary Mechanical Plans. Prepare preliminary mechanical designs based on anticipated major equipment selection.

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202.2.6 Design Requirements Summary. Summarize design requirements for civil, structural, heating, ventilation and air conditioning, plumbing, electrical, and instrumentation and controls.

202.2.7 Concept Drawings. Develop concept drawings to address ODEQ PER submittal requirements, including site civil layout and project orientation on the selected site. Drawings to include items 202.2.1 through 202.2.5 above.

202.2.8 Workshop Meeting(s). Budget assumes up to three (3) workshop meetings. Meet with Owner and CM/GC to review draft deliverables.

202.2.9 Prepare PER. Prepare draft PER following the Oregon DEQ guidelines. Submit to Owner for review.

202.2.10 Comment Response and Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments and prepare final PER.

Owner Responsibilities:

- Review concept designs and provide comments.
- Review and comment on the PER.
- Pay for DEQ PER review fees.

Assumptions:

- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Assumes up to three (3) workshop meetings.

Deliverables:

- Agenda and minutes for meetings.
- Draft and Final PER.

Task 202.3 – Permitting Assistance

Consultant Responsibilities:

202.3.1 Permit Application. Assist Owner in preparing a WPCF Permit Application to be submitted to Oregon Department of Environmental Quality (DEQ). Coordinate with other entities to complete this permit application.

202.3.2 Conditional Use Permit. Coordinate with Linn County to satisfy requirements of Conditional Use Permit, including preparation of Landscaping and Parking Plan.

202.3.3 Land Use Compatibility Statements. Coordinate up to four (4) Land Use Compatibility Statements with appropriate entities including Linn County, Mill City, and Gates.

202.3.4 Permit Applications. Prepare up to fifteen (15) permit applications and coordinate with appropriate agencies for approval. Anticipated permit applications include:

a. Linn County Building and Planning Permit Applications for the commercial site development (grading and fill), structural, mechanical, plumbing, and electrical permit review for the Mill City and Gates Municipal Wastewater Treatment Facility.

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b. Linn County Commercial Access Review (Encroachment) Permit Application for work in the public right-of-way (Linn County Road 816/SE Fairview Street).
c. DEQ 1200-CA Permit Application. Prepare erosion sediment control plans (ESCP) for the construction of the Mill City and Gates Municipal Wastewater Treatment Facility, SE Fairview Street Realignment, Temporary Stormwater Outfall and Detention Basin, and construction staging located on the 100-ft Strip.
d. Oregon Health Authority Plan Review.

202.3.5 Stormwater Management Plan. Prepare a Stormwater Management Plan for Linn County Road Department's review including calculating the contributing impervious area, water quality and flow-control design storms, treatment capacity; determining best management practice (BMPs) to be utilized, their effectiveness, dimensions, and details; and an operation summary and maintenance plan.

Owner Responsibilities:

- Review and comment on permit application.
- ~~Pay permitting fees.~~

Assumptions:

- ~~Owner to coordinate completion of the Land Use Compatibility Statement with the appropriate agencies.~~
- No Underground Injection Control registration will be required.
- Consultant will pay permit fee

Task 202.4 – GMP Documents (30% Design)

Consultant Responsibilities:

202.4.1 Drawing Preparation. Prepare a set of drawings and limited specifications to aid the CM/GC in developing a GMP. The following preliminary drawings are anticipated as being included: general sheets, civil site, grading and yard piping plans, structural plans and limited sections, plumbing and HVAC plans, process mechanical plans and limited sections, electrical one-lines and site plan, and process and instrumentation diagrams. These plans are to be developed to an approximate 30% design level for the CM/GC ~~Contractor~~ to develop a GMP. Specifications to be included are limited to major mechanical and process equipment. Other information that may assist the CM/GC in developing a GMP will be provided, including site constraints, permitting requirements, and special inspections.

202.4.2 Pre-Purchase Selection. Prepare bidding documents for the pre-purchase of major process equipment and electrical equipment. This will include evaluation criteria, technical specifications, and limited drawings. Contract documents, including agreements, terms and conditions and so forth, will be provided by the CM/GC. Consultant will assist in evaluating bids received. Major equipment to be pre-purchased is limited to: headworks screen, grit removal system, sequencing batch reactor equipment, denitrification filters, UV

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disinfection equipment, dewatering system, motor control center (MCC)/switchgear, generator/automatic transfer switch (ATS), and transformers.

202.4.3 Value Engineering. Participate in three (3) value engineering (VE) workshops with the CM/GC and Owner. The purpose of these workshops will be to identify, with the CM/GC, potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings as required to incorporate these changes. It is anticipated that these workshops will occur as follows: first workshop shortly after project kickoff, second workshop before pre-purchase equipment selection, third workshop approximately one to two months prior to contract completion.

202.4.4 Cost Estimate Assistance. Provide assistance to CM/GC in their preparation of the cost estimate by answering questions and adding clarity to project requirements.

Owner Responsibilities:

- Review and comment on drawings and specifications.
- Participate in the VE workshops.
- Review and comment on VE alternatives. Make decisions for VE-desired alternatives.

Assumptions:

- Drawings and specifications are limited to those identified in this task.
- Bidding documents for pre-purchased equipment are limited to those identified in this task. Documents for additional pre-purchased equipment will be considered a change to the contract.
- Value engineering efforts assume redesign will not require major modifications to the drawings or engineering calculations. Construction cost estimates will be provided by CM/GC.
- Contract documents for pre-purchase documents will be provided by the CM/GC.
- CM/GC will develop and provide the Guaranteed Maximum Price (GMP).
- Assisting with pre-qualification of subcontractors is not included.
- A single set of design drawings and draft specifications will be provided.

Deliverables:

- 30% drawings and select technical specifications

Task 202.5 – Final Design

Consultant Responsibilities:

202.5.1 Drawing Preparation. Prepare final drawings and specifications including general, site civil, mechanical, electrical, structural, and instrumentation sheets.

202.5.2 Site Visit. Visit the site to assist in preparing the final drawings and specifications. This task assumes one site visit.

202.5.3 Ongoing WPCF Permitting Assistance. Assist Owner in consultations with regulatory agencies in review of WPCF permit application and draft permit review. Task assumes up to six (6) such meetings. Revise the drawings and specifications in response to directives from such authorities, as appropriate. This task excludes National Pollutant Discharge Elimination System (NPDES) permitting.

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202.5.4 NPDES Permitting Assistance. Provide assistance in preparation of NPDES permitting application and assist in responding to one (1) round of comments from Oregon Department of Environmental Quality (ODEQ) or other agencies. Task assumes up to six (6) coordination meetings with regulatory agencies.

202.5.5 Construction Cost Estimation Assistance. Advise Owner of recommended adjustments to the opinion of probable constructions cost.

202.5.6 90% Drawings. Submit 90% design review drawings and specifications to the Owner. Package to include drawings and draft technical specifications. Set will include general, civil, architectural, structural, mechanical, HVAC and plumbing, electrical, instrumentation and controls and general detail sheets. Participate in a 90% design review workshop meeting.

202.5.7 100% Design Submittal. Submit stamped/sealed drawings, calculations, and specifications to regulatory agency and Owner. Set will address one (1) round of Owner comments from 90% set. These drawings will be utilized for building permitting and construction. Respond to and address ODEQ comments and resubmit for approval as required.

Owner Responsibilities:

- Review ~~Complete~~ applicable WPCF and NPDES permit applications.
- Review and comment on drawings and specifications.
- Participate in review workshops.
- Participate in meetings with regulatory agencies.

Assumptions:

- No front-end contract documents will be provided by Consultant.
- Negotiations with CM/GC for final construction contracting and guaranteed maximum price (GMP) are not included.
- This scope task does not include any bidding services.
- Permitting assistance excludes public meetings.
- Design assumes limited changes from value engineering efforts. Where extensive redesign is identified through value engineering efforts, the Consultant will be entitled to seek additional compensation.
- Design assumes final permitting limits issued by regulatory agencies will be comparable to the assumed limits given in the Facility Planning Study and Preliminary Engineering Report. Where actual permitting limits vary significantly from what has been designed, Consultant and Owner will negotiate additional scope of work.
- Building permitting will be completed as part of Task 202.3 Permitting Assistance ~~by others~~.
- Cost estimating will be by others.
- Shoring Design (if required) will be by others.
- Extensive architectural features and architectural renderings are not included in the design.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or support above and beyond that described is considered an additional service.

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- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 90% Design Submittal (including Drawings and Specifications) in electronic PDF format.
- 100% Design Submittal (including Drawings and Specifications) in electronic PDF format.

Task 202.6 – Services During Bidding

Consultant Responsibilities:

202.6.1 Bid Documents. Distribute bidding documents including addenda to Owner and CM/GC.
202.6.2 Bid Coordination Meetings. Attend up to four (4) pre-bid and/or bid opening meetings with CM/GC, Owner, and sub-contractors interested in the Project and assist in answering questions related to bid documents.
202.6.3 Addenda. If required, respond to bidder questions and prepare up to six (6) addenda during each bidding process to clarify, correct, or change the issued documents.

Owner Responsibilities:

- Attend the pre-bid meetings.
- Award the bid.

Assumptions:

- Three (3) bid packages and three (3) bidding processes are assumed (remaining long-lead equipment, early civil package, and final bid package). If rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Bidding process including advertisement, document management, and distribution of documents to potential bidders to be led by others.
- Consultant's scope of work is limited to attendance at up to four (4) pre-bid meetings and/or bid opening meetings and responding to questions from CM/GC or other contractors during pre-bid meetings (up to twenty (20) hours of time has been included for these tasks). Consultant will respond to bidder questions and prepare up to six (6) addenda during each bidding process.

Deliverables:

- Electronic copy in PDF format of the bidding documents will be delivered to the Owner and CM/GC.

Task 202.7 – Construction Services

Consultant Responsibilities:

202.7.1 Pre-Procurement Submittals. Review submittals for the following major equipment: headworks screen, grit removal system, influent lift station pumps, SBR equipment package, sand filter package, UV disinfection system, utility water pump system,

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chemical and sludge storage tanks, chemical pumping systems, sludge tank mixing, pumping, dewatering and conveyance systems, diesel generator, automatic transfer switch, switchgear and motor starters.

202.7.2 General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided in the Construction Contract with the CM/GC (Construction Contract). If Owner, or Owner and CM/GC, modify the duties, responsibilities, and authority of Consultant in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Consultant, then Owner shall compensate Consultant for any related increases in the cost to provide Construction Phase services. Consultant shall not be required to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Owner's instructions to CM/GC will be issued through Consultant, which shall have authority to act on behalf of Owner in dealings with CM/GC to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

202.7.3 Selection of Independent Testing Laboratory. Assist Owner in the selection of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by CM/GC), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Owner with the findings and reports generated by testing laboratories, including findings and reports obtained from or through CM/GC.

202.7.4 Pre-Construction Conference and Construction Meetings. Participate in a pre-construction conference prior to commencement of Work at the Site. Participate in weekly, remote construction meetings.

202.7.5 Electronic Transmittal Protocols. If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and CM/GC jointly develop such protocols for transmittals between and among Owner, CM/GC, and Consultant during the Construction Phase and Post-Construction Phase.

202.7.6 Original Documents. If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Consultant and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to CM/GC and Owner for review.

202.7.7 Schedules: Receive, review, and determine the acceptability of any and all schedules that CM/GC is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

202.7.8 Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable CM/GC to proceed.

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202.7.9 Visits to Site and Observation of Construction. In connection with observations of CM/GC's Work while it is in progress:

i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress of CM/GC's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Consultant shall keep Owner informed of the progress of the Work.

ii. The purpose of Consultant's visits to the site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that CM/GC has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Consultant shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

202.7.10 Defective Work. Reject Work if, on the basis of Consultant's observations, Consultant believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether CM/GC should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

202.7.11 Compatibility with Design Concept. If Consultant has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

202.7.12 Clarifications and Interpretations. Accept from CM/GC and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to

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the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

202.7.13 Non-reviewable Matters. If a submitted matter in question concerns the Consultant's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Consultant will promptly give written notice to Owner and CM/GC that Consultant will not provide a decision or interpretation.

202.7.14 Field Orders. Subject to any limitations in the Construction Contract Documents, Consultant may prepare and issue Field Order requiring minor changes in the Work.

202.7.15 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

202.7.16 Differing Site Conditions. Respond to any notice from CM/GC of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

202.7.17 Shop Drawings, Samples, and Other Submittals. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required CM/GC submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any CM/GC's submittal schedule that Consultant has accepted.

202.7.18 Substitutes and "Or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CM/GC.

202.7.19 Inspections and Tests.

i. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Consultant shall be entitled to rely on the results of such inspections and tests.

ii. As deemed reasonably necessary, request that CM/GC uncover Work that is to be inspected, tested, or approved.

iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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202.7.20 Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from CM/GC and, within 30 days after receipt of the CM/GC's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and CM/GC. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Consultant will notify the parties that the Consultant will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

202.7.21 Applications for Payment. Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

i. Determine the amounts that Consultant recommends CM/GC be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Consultant's representation to Owner, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, CM/GC's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to CM/GC's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe the Work. In the case of unit price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

ii. By recommending payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of CM/GC's Work as it is performed and furnished have been exhaustive, extended to every aspect of CM/GC's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of CM/GC's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CM/GC's compliance with Laws and Regulations applicable to CM/GC's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes CM/GC has used the money paid to CM/GC by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and CM/GC that might affect the amount that should be paid.

202.7.22 CM/GC's Completion Documents. Receive from CM/GC, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Section 202.17. Receive from CM/GC, review, and

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transmit to Owner the annotated record documents which are to be assembled by CM/GC in accordance with the Construction Contract Documents to obtain final payment. The extent of Consultant's review of record documents shall be to check that CM/GC has submitted all pages.

202.7.23 Substantial Completion. Promptly after notice from CM/GC that CM/GC considers the entire Work ready for its intended use, in company with Owner and CM/GC, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to CM/GC, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

202.7.24 Other Tasks. Perform or provide the following other Construction Phase tasks or deliverables: None

202.7.25 Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Consultant may recommend, in writing, final payment to CM/GC. Accompanying the recommendation for final payment, Consultant shall also provide a "Notice of Acceptability of Work" to Owner and CM/GC, stating that the Work is acceptable to the best of Consultant's knowledge, information, and belief, and based on the extent of the services provided by Consultant under this Agreement.

202.7.26 Standards for Certain Construction-Phase Decisions: Consultant will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Consultant will not show partiality to Owner or CM/GC, and will not be liable to Owner, CM/GC, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

202.7.27 Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to CM/GCs. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Consultant shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of CM/GC as set forth in the Construction Contract.

Assumptions:

- ~~Review of submittals outside of those noted above will be provided as a future task.~~
- Budget assumes an eighteen (18)-month construction duration.
- Assumes one (1), one (1)-hour construction meeting per week.
- Budget assumes one (1) resubmittal for each pre-procurement submittal package.
- Budget assumes a total of four hundred (400) submittals/resubmittal reviews.

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- Budget assumes a total of ten (10) change orders and ten (10) field orders.
- Budget assumes processing of eighteen (18) CM/GC pay applications.
- ~~Additional Construction Service Tasks (i.e. requests for information, field order and change order reviews, construction meetings, etc.) will be authorized once construction is ready to proceed.~~

Task 202.8 – Site Visit Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 202.5 –Final Design and Task 201.7.9 – Visit to Site and Observation of Construction, including:
    - Travel expenses

Assumptions:

- Budget assumes six (6) five (5)-day site visits (i.e., quarterly) by two (2) remote process engineer staff.
- Budget assumes eighteen (18) one (1)-day site visits (i.e., monthly) by two (2) local project manager/engineering staff.

Task 202.9 – Resident Project Representative

Consultant's Responsibilities:

202.9.1 Resident Project Representative (RPR). Consultant to provide the services of an RPR at the Site to provide more extensive observation of CM/GC's work. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth below:

202.9.2 Consultant shall furnish a Resident Project Representative ("RPR") to assist Consultant in observing progress and quality of the Work. The RPR may provide full-time representation or may provide representation to a lesser degree. RPR is Consultant's representative at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions.

202.9.3 Through RPR's observations of the Work, including field checks of materials and installed equipment, Consultant shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Consultant shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Consultant (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

202.9.4 The duties and responsibilities of the RPR are as follows:

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a. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Consultant and CM/GC. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CM/GC. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Consultant.

b. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CM/GC and consult with Consultant concerning acceptability of such schedules.

c. *Conferences and Meetings:* Attend meetings with CM/GC, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including CM/GC's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

d. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

e. *Liaison:*
   i. Serve as Consultant's liaison with CM/GC. Working principally through CM/GC's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
   ii. Assist Consultant in serving as Owner's liaison with CM/GC when CM/GC's operations affect Owner's on-Site operations.
   iii. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

f. *Clarifications and Interpretations:* Receive from CM/GC submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Consultant regarding such RFIs. Report to Consultant when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a CM/GC RFI or otherwise. Transmit Consultant's clarifications, interpretations, and decisions to CM/GC.

g. *Shop Drawings and Samples:*
   i. Record date of receipt of Samples and CM/GC-approved Shop Drawings.
   ii. Receive Samples that are furnished at the Site by CM/GC and notify Consultant of availability of Samples for examination.
   iii. Advise Consultant and CM/GC of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from CM/GC or has not been approved by CM/GC or Consultant.

h. *Proposed Modifications:* Consider and evaluate CM/GC's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Consultant. Transmit Consultant's response (if any) to such suggestions to CM/GC.

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i. *Review of Work; Defective Work:*

i. Report to Consultant whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

ii. Inform Consultant of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Consultant for addressing such Work.; and

iii. Advise Consultant of that part of the Work that RPR believes should be uncovered for observation, or require special testing, inspection, or approval.

j. *Inspections, Tests, and System Start-ups:*

i. Consult with Consultant in advance of scheduled inspections, tests, and systems start-ups.

ii. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that CM/GC maintains adequate records thereof.

iii. Observe, record, and report to Consultant appropriate details relative to the test procedures and systems start-ups.

iv. Observe whether CM/GC has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

v. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Consultant.

k. *Records:*

i. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Consultant's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

ii. Prepare a daily report or keep a diary or log book, recording CM/GC's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.

iii. Upon request from Owner to Consultant, photograph or video Work in progress or Site conditions.

iv. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all CM/GCs, Subcontractors, and major Suppliers of materials and equipment.

v. Maintain records for use in preparing Project documentation.

vi. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant.

l. *Reports:*

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i. Furnish to Consultant periodic reports as required of progress of the Work and of CM/GC's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals
ii. Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CM/GC.
iii. Furnish to Consultant and Owner copies of all inspection, test, and system start-up reports.
iv. Immediately inform Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

m. *Payment Requests:* Review applications for payment with CM/GC for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

n. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by CM/GC are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Owner prior to payment for that part of the Work.

o. *Completion:*
i. Participate in Consultant's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
ii. Participate in Consultant's visit to the Site in the company of Owner and CM/GC, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by CM/GC.
iii. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

202.9.5 Resident Project Representative shall not:

a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
b. Exceed limitations of Consultant's authority as set forth in this Agreement.
c. Undertake any of the responsibilities of CM/GC, Subcontractors, or Suppliers, or any Constructor.
d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CM/GC or any other constructor.
e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or CM/GC.

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f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
g. Accept Shop Drawing or Sample submittals from anyone other than CM/GC.
h. Authorize Owner to occupy the Project in whole or in part.

Assumptions:

- Budget assumes observation by a resident field representative will be three (3) days per week for eighteen (18) months.
- Assumes one (1) one (1)-hour construction meeting per week.
- Budget assumes review of eighteen (18) CM/GC pay applications.

Task 202.10 – Special Inspections

Consultant's Responsibilities

Special inspections are mandated evaluations of specific materials, equipment, installations, and construction practices to ensure compliance with approved plans, specifications, and building codes.

202.10.1 Structural Inspections. Consultant will contract with and pay for the services of an independent Special Inspection Agency. Consultant shall coordinate with the designated Special Inspector to schedule the timing of site visits to perform the following structural inspections in a timely manner:

- Concrete/Rebar Inspections
    - Includes up to twenty-four (24), eight (8)-hour per day, site visits from a concrete/rebar inspector.
    - Includes up to four (4), eight (8)-hour per day, site visits from a curing inspector.
    - Includes testing of up to one-hundred-twenty (120) concrete cylinders.
- Steel Erection Inspections
    - Includes up to fifty-eight (58), eight (8)-hour per day, site visits from a steel/welding inspector.
- Masonry Inspections
    - Includes up to fourteen (14), eight (8)-hour per day, site visits from a masonry inspector.

202.10.2 Earthwork Inspections. Consultant will contract with and pay for the services of an independent Special Inspection Agency. Consultant shall coordinate with the designated Special Inspector to schedule the timing of site visits to perform the following earthwork inspections in a timely manner:

- Compaction Inspections

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- Includes up to eight-eight (88), eight (8)-hour per day, site visits from a compaction inspector.

202.10.3 Welding Inspections. Consultant will contract with and pay for the services of an independent Special Inspection Agency. Consultant shall coordinate with the designated Special Inspector to schedule the timing of site visits to perform the following welding inspections in a timely manner:

- Welding Inspections
  - Includes up to twenty (20), eight (8)-hours per day, site visits from a welding inspector.

Task 202.11 – Geotechnical Construction Observation Services

Consultant's Responsibilities:

202.11.1 The Consultant will provide geotechnical construction observation during earthwork construction and verify that earthwork is completed in accordance with project plans and specifications. The Consultant shall:

a. Evaluate subgrade preparation after clearing, stripping, and demolition, and before fill material is placed, by either probing or observing proof-rolling.
b. Provide recommendations for the remediation of identified unsuitable areas or disturbed subgrade material, as necessary.
c. Provide part-time on-site observations during general site grading and evaluate placement and compaction of fill material by conducting in-situ density testing and/or by observing the CM/GC's procedures and response of the soil to construction equipment.
d. Observe and evaluate utility trench backfill compaction by conducting in-situ density testing.
e. Observe and evaluate subgrade and aggregate base preparation for pavement surfaces by probing and/or observing proof-rolling over prepared subgrades and performing in-place density testing of compacted crushed rock for on-site parking and drive areas.
f. Perform in-place density tests to evaluate the relative compaction of asphalt pavement for on-site parking and drive areas.
g. Perform field infiltration tests for the RIBs.
h. Complete up to one ASTM International (ASTM) proctor (laboratory compaction) density test and fines content analysis on material proposed for use as structural fill provided by the CM/GC.
i. Prepare field reports summarizing our observations after completion of each site visit.
j. Provide project management, including review of field reports, correspondence, responding to the CM/GC's submittals and requests for information (RFIs), and client communication.
k. Prepare a final summary letter for construction monitoring activities.

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Assumptions:

- This task includes budget for up to thirty (30), two (2)-hour site visits for part-time observation and includes travel time, mileage, travel expenses, testing equipment, and reporting.
- This task includes budget for up to five (5), eight (8)-hour site visits for full-time observation and includes travel time, mileage, travel expenses, testing equipment, and reporting.
- This task includes budget for up to two (2), eight (8)-hour site visits to conduct field infiltration tests and includes travel time, mileage, travel expenses, testing equipment, and reporting.
- This task includes project management services for up to eight (8) weeks and will include email and telephone correspondence, field report review, administrative support, and responses to construction submittals and RFIs.
- The Consultant's activities do not include supervision or direction of the actual work performed by the CM/GC, the CM/GC's employees, or agents. The Consultant will use accepted geotechnical testing procedures in conjunction with observation services. Consultant's professional opinions and conclusions will be made in accordance with generally accepted soil and foundation engineering principles and practices. However, this will not guarantee the results of the CM/GC's earthwork contractor's efforts, not will the Consultant's testing and observations relieve the CM/GC of their primary responsibility to produce a completed projected conforming to the project plans and specifications.
- The Consultant will not be responsible for job or site safety on this project other than as related to Consultant's staff.
- Any third party requesting the right to place legal reliance on the instruments of service produced by the Consultant under this agreement shall be required to sign a Third-Party Reliance Letter. The provisions of the letter shall include a requirement for the third party to agree to the same limitations in scope and any limitations in liability negotiated between the Consultant and Owner in this Agreement.

Deliverables:

- Final summary letter for construction monitoring activities.

Task 202.12 – Post-Construction Phase

Consultant's Responsibilities:

202.12.1 Post-Construction Phase. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with CM/GC concerning correction of any such defective Work and any needed repairs.

b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CM/GC.

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c. Perform or provide the following other Post-Construction Phase tasks or deliverables: None

d. The Post-Construction Phase services may commence during the Construction Phase and will terminate twelve months after the commencement of the Construction Contract's correction period, unless modified by future amendment.

202.12.2 Record Drawings. Prepare final record drawings including general, site civil, mechanical, electrical, structural, and instrumentation sheets.

202.12.3 O&M Manual. Prepare operations and maintenance (O&M) manual for the Mill City and Gates MWTF. Provide one digital copy and up to two (2) hard copies.

Assumptions:

- Assumes DEQ comments on O&M Manual can be resolved in one review cycle.

Deliverables:

- Draft and final record drawings.
- Draft and final O&M Manual.

Task 202.13 – Mill City and Gates MWTF SCADA and Integration

Consultant will provide panel design and process control system and supervisory control and data acquisition (SCADA) software integration services for the Mill City and Gates MWTF. Panel design includes a new main plant control panel LCP-D1000, remote panel RCP-A100 in the Headworks and Dewatering Building, and remote RIBs control panel RCP-F1000 at the Rapid Infiltration Basins.

The scope of software integration for the new Wastewater Treatment Facility Process Control System includes:

1. Providing new process control programming (via new plant programmable logic controller [PLC] and associated remote input/output [I/O] racks) for the following wastewater treatment process systems, as defined in the project specifications control strategies:
   a. Grit Removal
   b. Septage Pumping
   c. Raw Sewage Lift Station
   d. Influent Pump Station
   e. Post-Equalization Basin
   f. Chemical Addition – Methanol and Caustic
   g. Utility Water System
   h. Solids Holding Tanks
   i. Rapid Infiltration Basins

2. Integrating the following wastewater treatment packaged process systems into the overall Process Control System, as provided by individual system vendors:
   a. Screening
   b. Dewatering
   c. Septage Receiving
   d. Sequencing Batch Reactors #1 and #2
   e. Sand Filters

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f. UV System
g. Aeration Blowers
h. Odor Control

3. Providing a centralized SCADA platform to enable monitoring and alarming for the Mill City and Gates MWTF, as well as limited control as defined in the project specifications and drawings:
   a. Overview of each sub-process enumerated above
   b. Live data display and trending
   c. Alarm callouts

The existing treatment facility utilizes a Wonderware application and a MicroLogix controller for operation of valves. This project includes the development of a new SCADA platform operating on Inductive Automation's Ignition. A new SCADA server personal computer (PC) will be provided, operating on the latest version of Windows operating system (OS) available at the time that this scope of work is executed. This new SCADA server will be located in the new Process Building office.

Assumptions:

- Process Control System and SCADA Integration of vendor-provided packaged systems is limited both by the project specifications control strategies and by vendor offerings. Consultant is not responsible for vendor equipment functions or data points that may be unavailable for integration.

Task 202.13.1 Integration Project Management

Consultant Responsibilities:

202.13.1.1 Integration Kickoff. Prepare agenda and minutes for the integration kickoff meeting with the Owner and CM/GC. The purpose of this meeting will be to establish Owner review team, review the overall project schedule including major milestones and meetings, discuss current conditions, review objectives of site upgrades, and review process for Owner review and approval.

202.13.1.2 Coordination. Facilitate collaboration between Consultant, CM/GC and Owner to align scheduling, process Integration RFI's, participate in coordination meetings and correspondence. Manage internal work, milestones, and resulting project deliverables.

Assumptions:

- No on-site visits are anticipated within Integration Management tasks.

Deliverables:

- Prepared agenda and minutes.
- Project updates based on coordination between Owner, Consultant, CM/GC, and sub-contractors.
- Integrator schedule for on-site services (subject to change as Consultant coordinates with CM/GC and sub-contractors).

Task 202.13.2 Panel Design

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Consultant Responsibilities:

202.13.2.1 Kickoff Meeting. Prepare agenda and minutes for the project kickoff meeting with the Owner and CM/GC. The purpose of this meeting will be to establish Owner review team, review the overall project schedule including major milestones and meetings, discuss current conditions, review objectives of site upgrades, and review process for Owner review and approval.

202.13.2.2 Panel Design. Panel drawings to be produced by Consultant for each panel as identified in design documents. Design to include dimensional layouts, bill of materials (BOM), equipment specifications, and I/O wiring to internal and field devices.

202.13.2.3 Component Specification. Specify PLC and hardware components. Include in panel design Bill of Materials.

202.13.2.4 Communication. Consultant to respond to up to two rounds of questions regarding potential equipment substitutions from panel shop during submittal review and construction of panels. Consultant will communicate decisions to Owner and redline panel drawings accordingly.

CM/GC to provide submittal from panel shop prior to fabrication of panel for review of components and specified hardware as well as confirmation of component lead times concerning panel delivery and impacts to overall construction schedule. To be approved by Consultant prior to fabrication.

202.13.2.5 As-Built Documentation. Following final installation, commissioning, and at turnover to Owner, panel drawings are to be updated to reflect final arrangement of panel components and wiring. As-builts to be performed on original panel design drawings and reissued to Owner with printed set to be placed inside panel doors to assist with troubleshooting and future panel modifications and additions.

Owner Responsibilities:

- Procure panels through CM/GC.

Assumptions:

- Panels to be provided by CM/GC. Panel construction to be based on Consultant's design and updated to include markups provided following Factory Acceptance Testing (FAT). All panels built for project to be from a single source, UL approved panel shop as defined in specifications. CM/GC to provide panel shop contact information to Consultant.
- Panels to be designed in AutoCAD.
- CM/GC to coordinate shipment of panels to site and installation, including Consultant needs regarding site acceptance testing (SAT) relative to overall project schedule.
- CM/GC to provide project schedule and communicate dates as requested by Consultant. Contractor to coordinate full construction schedule with line items concerning panel design tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.
- As-built documentation to be provided for panels designed by Consultant only. Field wiring drawing updates performed by others.

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Deliverables:

- Design of each panel in .dwg and .pdf format.
- Findings of FAT and SAT in technical memo sent to CM/GC and Owner, to include panel markups and punch-list of items to be changed/completed prior to panel shipment.
- Completion of panel as-builts as received by markups from panel shop and captured redlines during submittal reviews.

Task 202.13.3 Programming and Integration

Consultant Responsibilities:

202.13.3.1 Sequence of Operations and Development Meetings. Consultant to host up to four (4) remote meetings to develop functionality requirements. The purpose of the meetings will be to receive Owner input to develop the sequence of operations via planned control strategies and expected setpoints as well as review of planned interfaces and hardware design. Owner and Owner representatives are to attend and provide comments commensurate with level of design.

202.13.3.2 PLC Control and Programming. Develop functional program to control each area of operations via PLC. Controls to be developed based on planned design respective to each area. Controls to be designed to operate in manual or automatic mode. Automatic operation to allow for remote monitoring of facilities working in conjunction with rest of Owner's wastewater systems.

202.13.3.3 HMI Control and Programming. Develop programming of human machine interface (HMI) screens to display facility information including current measurements, statuses, and alarms. Screens to be developed based on one round of Owner input to allow for control of facilities and clear indication.

202.13.3.4 SCADA Control and Programming. Develop SCADA programming of interconnection of facilities via plant-wide Process Control System fiber network (installed by others). SCADA program to provide an overview of each area as well as means for remote access. SCADA to allow for historical and trend views of information. Server to be configured to include continuation or improvements of communication strategy to existing, modified, and new areas/equipment, and allow for future upgrades.

202.13.3.5 Closeout Meeting. Consultant to host meeting toward the end of design and programming activities showing screens setup and layout of user interfaces. At this meeting the Owner will have the opportunity to follow up on previous comments and go over programmed interfaces prior to on-site activities.

202.13.3.6 Mobile Application. Develop mobile application for remote status and alarming to operators following completion of onsite controls and SCADA system. Mobile application to be based on existing SCADA screens and I/O. Mobile application to be developed based on one round of Owner input regarding interface, alarms, acknowledgements, and notification.

Owner Responsibilities:

- Review and provide input on screens and interface design.
- Assist in development of control strategies based on user experience and desired operation.

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- Facilitate purchase of software licenses by Consultant in Owner's name to be utilized by Consultant for programming. This is to better enable turnover to Owner following installation for support.
- Review and provide input on mobile application design, to include Owner approval of desired alarms and operator contact information.

Assumptions:

- Consultant to purchase programming software for PLC, HMI, and SCADA in Owner's name
- Controls programming to be completed with Allen Bradley software (current version at time this amendment is executed).
- SCADA programming to be completed with Ignition software (current version at time this amendment is executed).
- SCADA to be locally hosted on new server in the Process Building.
- New SCADA server computer provided by Consultant per project specifications. Computer to be delivered initially to Consultant for software installation and setup and brought to site and set up by Consultant.
- Programs of vendor-provided, PLC-controlled equipment packages to be property of the Owner to allow for communication with local controls. Vendor programs to be provided without locks. Consultant will not modify vendor programs.
- CM/GC to coordinate full construction schedule with line items concerning integration tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.

Deliverables:

- Copies of HMI and screens for review by Owner.
- Copies of PLC, HMI, and SCADA code.
- Final programming and code for each site will be backed up on the SCADA server at project completion.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 202.13.4 Communications, Coordination, Start-Up, and Commissioning

Consultant Responsibilities:

202.13.4.1 Network Communications. Consultant to work with Owner's information technology (IT) personnel to develop connections of the SCADA server including installation needs and hardware requirements. Consultant to help coordinate agreements between Owner and IT based on discussions during design and realized communications requirements.

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202.13.4.2 Factory Acceptance Testing (FAT). FAT to be performed by Consultant on each panel prior to shipment of site. The FAT will provide a review of the following: equipment and components installed, adherence to provided panel design, and professional workmanship. Consultant to test panel components at FAT including download of PLC and HMI programs, update firmware, assignment of IP addresses, and verification of physical I/O arrangements.

Consultant will provide CM/GC with a form prior to scheduling of SAT to verify installation of panel and all connected components. CM/GC is to complete form and return to Consultant for approval prior to Consultant arrival to job site. At FAT, Consultant will review and note any deficiencies in a punch-list and/or provide sign-off of approval that FAT is satisfactorily completed.

202.13.4.3 Site Acceptance Testing (SAT). SAT to be performed by Consultant on each panel following installation at site. The SAT will provide a review of the following: installation of panel, power and operation of panel and internal components, and initial setup and configuration of panel including instrument connections and communication. Consultant to test panel components at SAT including field instrumentation I/O signal validation, hardware communications (including to vendor-provided equipment), networking arrangement, and SCADA connectivity.

Consultant will provide CM/GC with a form prior to scheduling of SAT to verify installation of panel and all connected components. CM/GC is to complete form and return to Consultant for approval prior to Consultant arrival to job site. At SAT, Consultant will review and note any deficiencies in a punch-list and/or provide sign-off of approval that SAT is satisfactorily completed.

202.13.4.4 Commissioning. Following SAT, Consultant to prepare each area of site for operable condition. Commissioning activities to include I/O checkout, program updates, functionality testing, and loop/bump tests of equipment. Program updates and changes to setpoints to be documented for Owner review.

Owner Responsibilities:

- Undertake required service agreements for communication and data, including payment of construction or service costs.
- Facilitate communications with contractors, including providing contact information for local internet service provider (ISP) and Owner IT personnel.
- Operate any Owner equipment, valves, etc. Provide licensed operator to be present for startup and testing.
- Dedicated remote connection for SCADA programming updates to be provided by Consultant and maintained for startup and commissioning for up to 12 months, to be removed following commissioning.
- Provide access to facilities, including after hours as needed.
    1. On-site needs to be communicated by Consultant in advance.

Assumptions:

- Communication and data services to be provided by Owner IT and/or Owner ISP.

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- CM/GC to provide project schedule and communicate dates as requested by Consultant. CM/GC to coordinate full construction schedule with line items concerning integration tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.
- Panel factory acceptance tests to be completed on one trip for all panels. Two full days for panel FAT is included in this scope of work. Factory testing is assumed to be within 100 miles of job site. If additional trips are required to address defective work, facilitate partial deliveries, etc., these will be provided as an additional service and subject to review of Consultant's fees.
- Network setup is to be completed on one trip for all connections. One full day for network configuration is included in this scope of work as part of panel SAT trip. Network hardware and cabling to be installed, configured, and tested by CM/GC prior to network checkout.
- Panel site acceptance tests to be completed on two trips for all panels. Ten full days for panel SAT is included in this scope of work. If additional trips are required to address defective work, facilitate partial deliveries, etc., these will be provided as an additional service and subject to review of Consultant's fees.
- Commissioning is to be completed on three trips for full plant checkout. Up to fifteen days for commissioning are included in this scope up work. Additional updates to be completed via remote connection.
- CM/GC to be available to provide in-field updates as requested by Consultant.

Deliverables:

- On-site integration and site network setup.
- Mi-Fi hotspot by Consultant temporarily installed for SCADA programming updates as direct remote connection.
- Functional process control and SCADA system as defined in project construction contract documents.
- Alarming, notification, and historical trending of site process conditions.

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Task 202.13.5 Manuals, Training, and Support

Consultant Responsibilities:

202.13.5.1 Manuals. Consultant to prepare operations and maintenance manual for SCADA system. Manual to describe system function of each area including list of instruments, equipment, control setpoints, and programmed parameters. Manual also to provide recommendations for troubleshooting as well as contact information for continued integration services should need arise in the future.

202.13.5.2 Training. Consultant to perform training at each of the site areas to demonstrate operations via new control systems and review of manual and design drawings.

202.13.5.3 Support. Consultant provides a one year period of continued support following turnover to Owner. This support will include software updates to control system in the event of bugs encountered by Owner through operations. All support requests shall be submitted by Owner in writing to Consultant's Project Manager, and subsequently followed up on and scheduled by Consultant. This support includes a pre-packaged allotment of 80 hours, expiring upon end of support period.

Owner Responsibilities:

- Review operations manuals.
- Invite necessary personnel to attend training sessions and coordinate time at each site.
- Notify Consultant of requested programming revisions.

Assumptions:

- Training to take place over one trip or done in conjunction with final turnover to Owner at each site. Two full days of on-site training are included in this proposal.
- Additional integration work not included in the original scope of project and requested after the training documentation has been provided shall be treated as a new task subject to additional fees and agreement between Owner and Consultant.

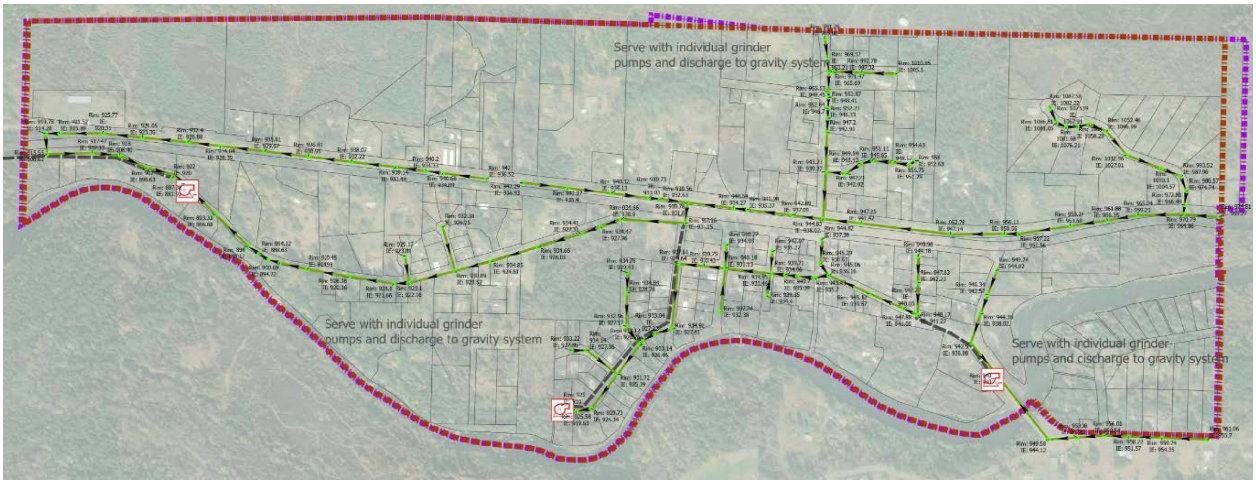
Deliverables:

- Operations manuals for each location.
- Recommendations for future software and integration support, including software maintenance recommendations and control system service provider, to be issued in the form of a memo to Owner.
- Updated panel drawings showing as-built conditions.
- On-site training sessions with Owner and Owner's representatives.
- Implementation of requested fixes and software support as required to correct bugs encountered in process control systems and SCADA programs for one-year following turnover to Owner pending Consultant evaluation that update is necessary and falls under scope of this project and agreement. Each request subject to Consultant evaluation that each requested programming update is necessary and falls under scope of this project and agreement.

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203 GATES COLLECTION SYSTEM/FORCE MAIN PRELIMINARY ENGINEERING

Previous work included facility planning to identify concepts to collect/convey raw wastewater generated from the new Gates collection system to the existing Mill City collection system. The recommendations from that work have led to this project, which consists of preliminary design for the Gates collection system. The preliminary design includes three new lift stations, grinder pumps for those that cannot readily drain by gravity to the new collection system, service lateral concepts, Gates to Mill City force main (approximately 3.1 miles), and gravity collection pipelines and manholes serving the approximately 245 connections within the Gates city limits (see figure below). The gravity collection pipelines are anticipated to include one North Santiam River crossing (attached to an existing structure) and multiple minor creek crossings that will be bored. The force main is anticipated to have one creek crossing (attached to an existing structure) and multiple minor creek crossings that will be bored. It is anticipated that there will be two drawing packages, one for the Gates to Mill City force main, and the second for the lift stations and gravity collection system located within the City of Gates.



The task includes a preliminary engineering report (PER) to include sufficient detail to demonstrate that the proposed project meets the design criteria identified in the facility planning study. Drawings and specifications are anticipated to provide sufficient detail to allow the Construction Manager/General Contractor (CM/GC) to develop a guaranteed maximum price (GMP) for the project. Consultant's services are limited to those services outlined in the following tasks.

Task 203.1 – Project Management

Consultant Responsibilities:

203.1.1 General Project Administration. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

203.1.2 Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner's design review team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

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203.1.3 Progress Meetings. Conduct monthly progress meetings, including the Owner, Consultant, and CM/GC.

203.1.4 Request for Information and Data Review. Prepare initial request for information for data to be used in the pre-design process. Review information requested and provide supplemental request for information if needed.

203.1.5 CM/GC Coordination. Coordinate with the CM/GC for general project efforts, including establishing lines of communication.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Assumes an eight (8)-month duration for general project administration. Work to be completed concurrent to Task 202.
- Progress meetings will be a combination of in-person and virtual meetings.

Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.
- Request for information.

Task 203.2 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

203.2.1 Design Criteria (Process). Discuss or reference design criteria items already provided in the wastewater facilities plan. Document additional design criteria that will serve as a basis for design.

203.2.2 Preliminary P&IDs. Prepare preliminary piping and instrumentation diagrams for the three (3) new lift stations.

203.2.3 Preliminary Electrical, Instrumentation, and Controls. Prepare one-line diagram for power and a narrative describing the control strategy for the three (3) new lift stations. Coordinate with Owner and power utility to identify power constraints and Owner's SCADA communication preferences. Potential SCADA communication strategies may include radio telemetry or cellular.

203.2.4 Preliminary Mechanical Plans. Assist with pump sizing and selection. Prepare preliminary mechanical designs based on anticipated pumping equipment selection.

203.2.5 Design Requirements Summary. Summarize design requirements for civil, structural, heating, ventilation and air conditioning, plumbing, electrical, and instrumentation and controls.

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203.2.6 Utility Conflict Analysis and Notification. Complete an initial utility conflict analysis with existing aboveground and buried utilities. Draft initial Utility Notification Letters (First Notice) and distribute to utility providers within the project limits.

203.2.7 Concept Drawings. Develop concept drawings to address ODEQ PER submittal requirements, including site civil layout. Drawings to include items 203.2.1 through 203.2.5 above. Concept drawings for pipelines to include concept main pipeline alignment, general grading concepts at the lift stations, approximate location of manholes and features, major crossing concepts.

- Service concepts – Develop a preliminary list of services that will require a grinder pump system. Provide summary of lateral concepts and the anticipated method for servicing each developed property. The concepts will be developed without the benefit of surveyed finish floors of each home.

203.2.8 Workshop Meeting(s). Meet with Owner and CM/GC to review draft deliverables.

203.2.9 Prepare PER. Prepare draft PER following the Oregon DEQ guidelines. Submit to Owner and DEQ for review.

203.2.10 Comment Response and Final PER. Address Owner input and submit to DEQ for review. Address agency comments and prepare final PER.

Owner Responsibilities:

- Review concept designs and provide comments.
- Review and comment on the PER.
- Pay for DEQ PER review fees.

Assumptions:

- Surveying, geotechnical, utility pot holing, land and easement acquisition, negotiations, and legal descriptions are not included as part of this task.
- A radio path study will not be completed as a part of this scope. If desired, it will be completed by a third-party vendor or will be included as an additional service.
- The lift stations are assumed to include an outdoor generator and a small block structure to house only the electrical. The lift stations are all assumed to be a similar design with a wetwell and submersible pumps. It is assumed that odor control will be incorporated into the lift station pumping the flow to Mill City.
- Budget assumes up to three (3) workshop meetings.

Deliverables:

- Agenda and minutes for meetings.
- Concept drawings (prepared in 22”x34”, reviewed in 11”x17”), no paper copies.
- Draft and Final PER.
- Utility Conflict Analysis and Utility Notification Letters (First Notice)

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Task 203.3 – GMP Documents (30% Design)

Consultant Responsibilities:

203.3.1 Drawing Preparation. Prepare a set of drawings and limited specifications to aid the CM/GC in developing a GMP. The following preliminary drawings are anticipated as being included:

- General sheets
- Lift Station Drawings:
    - Civil site, including grading and yard piping plans.
    - Structural plans and limited sections.
    - Plumbing and HVAC plans.
    - Process mechanical plans and limited sections.
    - Electrical one-lines and site plan, including on-site backup power.
    - P&ID with instrumentation list developed to an approximate 50% effort.
- Pipeline Drawings
    - Plan and profile drawings, including pipe size, depth, material, and grade information.
    - Service locations will be shown in concept format only, with final location and depth to be determined by the CM/GC or the construction Contractor.
    - Parcels requiring grinder pumps will be identified.
    - Approximate location and standard details for isolation valves, air release valves, and cleanouts along force mains.
    - Other standard details reflecting Owner preferences (i.e. manholes, service lines, surface restoration).

Specifications to be included are limited to lift station pumping equipment (i.e., pumps, electrical gear, generator) and pipeline materials. Provide other information that may assist the CM/GC in developing a GMP will be provided, including site constraints, permitting requirements, and recommended special inspections.

203.3.2 Value Engineering (VE). Participate in three (3) VE workshops with the CM/GC and client. The purpose of these workshops will be to identify, with the CM/GC, potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings to incorporate these changes. It is anticipated that these workshops will occur as follows: first workshop shortly after project kickoff, second workshop before MWTF ~~WPCF~~ pre-purchase equipment selection, third workshop approximately one to two months prior to contract completion.

203.3.3 Cost Estimate Assistance. Provide assistance to CM/GC in their preparation of the cost estimate by answering questions and adding clarity to project requirements.

Owner Responsibilities:

- Review and comment on drawings and specifications.
- Participate in the VE workshops.

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- Review and comment on VE alternatives. Make decisions for VE desired alternatives.

Assumptions:

- Drawings and specifications to be provided are limited to those identified in this task.
- Documents for pre-purchased equipment, if desired, will be considered a change to the contract.
- Value engineering efforts assume redesign will not require major modifications to the drawings or engineering calculations. Where extensive redesign is identified, the Consultant will be entitled to seek additional compensation.
- Any construction cost estimates are provided by CM/GC. The CM/GC will develop and provide the Guaranteed Maximum Price (GMP).
- Only the two sets of design drawings and draft specifications will be provided. Consultant will not prepare separate packages for CM/GC to solicit quotes from subcontractors/vendors.

Deliverables:

- Drawings and select technical specifications.

PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS

400 – COMMERCIAL SEPTIC SYSTEM PLANNING

Task 400.1 – Project Management

Consultant Responsibilities:

400.1.1. Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

400.1.2. Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Design criteria will also be reviewed during the Kickoff Meeting and assumptions for properties to connect and their flow criteria.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services.

Assumptions:

- Assumes a <u>thirty-six</u> ~~twenty-four~~ (36 ~~24~~)-month duration for general project administration.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 400.2 – Data Acquisition & Property Tour

Consultant Responsibilities:

400.2.1. Request for Information. A request for information will be prepared by the Consultant

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describing the information needed including, but not limited to, the following items:

a. Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, manholes, and pipelines (along with material, age, and size attributes) to be provided in GIS format. GIS to include survey grade pipe invert data for modeled lines, incorporating recent survey information of collection system as applicable.
b. List of properties to be connected to the commercial septic system.
    1. Provide type of business
    2. Anticipated wastewater flows
c. Previous collected test pit data for all the properties.
d. Previous studies involving the soil in the city.
e. Provide existing drain field and septic tank locations for each property.
f. Identify available property for consideration for septic tank or drain field placement.
g. Owner to complete additional test pits required to investigate feasibility of drain fields on properties identified by the Consultant.

400.2.2. Conduct site tour of each property to evaluate potential drain field locations.
400.2.3. Meet with each property owner/representative to discuss specifics to each property. These meetings are assumed to be virtual to work with individual property owner schedules.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required for drain field investigations.
- Conduct site tour with Consultant; provide access to facilities and records.

Assumptions:

- Site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces, nor will a structural or leak test be completed on existing septic tanks.
- Scope assumes up to 20 properties will be participating in the interim commercial septic systems.
- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.

Deliverables:

- Request(s) for Information
- Summary tables and figures for existing septic tanks and drain fields status

Task 400.3 – Stakeholder Involvement / Engagement

Consultant Responsibilities:

400.3.1. Stakeholder Preliminary Meeting. Review goals and objectives of the project. Owner will distribute communication and notification to stakeholders, city, and County staff.
400.3.2. City Council Preliminary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to review and discuss project objectives.
400.3.3. Public Meeting. Prepare materials for and present summary findings in a public meeting.

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400.3.4. City Council Summary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to summarize the technical memorandum deliverable from Task 403.

Owner Responsibilities:

- Participate and provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.
- Distribute communication and notification for stakeholder meeting.

Deliverables:

- Public and stakeholder meeting presentation materials.

Task 400.4 – Commercial Septic System Concept

Consultant Responsibilities:

400.4.1. Location and Project Impact. Provide brief description of project location and summary of properties including a figure.
400.4.2. Flow Estimates and Grouping. Estimate the amount of flow and wastewater strength of loading (restaurant, industrial, staff restroom, …).

Owner Responsibilities:

- Provide input and approval of septic tank and drain field concepts.
- Provide staff input and requirements for septic approval.
- Review and comment on draft documents in a timely manner.

Assumptions:

- Project will not require an Oregon DEQ WPCF permit.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- Test pits will not be excavated, and soil characteristics documented with this scope of work. If required, sampling and/or testing will occur with a subsequent task order amendment.
- Scope excludes environmental work. If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Task 400.5 – Commercial Septic System Design
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

400.5.1 Develop schedule for overall project delivery and construction.
400.5.2 Oversee excavation of test pits and soil sampling to determine soil characteristics, infiltration rates, and other necessary design criteria for up to twenty-four (24) commercial properties.

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400.5.3 Estimate the amount of flow and wastewater strength of loading (restaurant, industrial, staff restroom, etc.) for flow and wastewater strength for up to twenty-four (24) commercial properties and their intended uses.

400.5.4 Prepare Septic System Designs for up to twenty-four (24) commercial properties. Complete designs for each commercial property shall include pre-treatment, septic tanks, drain field, replacement area, and all other appurtenances, as required.

400.5.5 Prepare design drawings (11" x 17", PDF).

400.5.6 Regulatory and Permitting Requirements. Review and summarize current, pending, and future regulatory requirements and permitting criteria that may influence operation and maintenance, and adaptation of the system to the long-term gravity collection system. Prepare permit applications and provide inspection services for systems permitted by DEQ as appropriate.

400.5.7 Maintenance Requirements. Summarize recommended maintenance requirements as required for regulatory compliance or as reported by the Owner in an operation and maintenance (O&M) Manual.

400.5.8 Attend up to twenty-four (24) bi-weekly one (1)-hour long meetings and provide updates to Project Team.

Owner Responsibilities:

- Provide input for septic tank and drain field concepts.
- Provide staff input and requirements for septic grant approval.
- Review and comment on draft documents in a timely manner.

Assumptions:

- Commercial properties will be permitted through either Marion County or Oregon Department of Environmental Quality (DEQ).
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- Scope excludes environmental work. If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Conceptual septic system design and drawings.
- Final septic system design and drawings.
- Permit applications.
- O&M Manual.

Task 400.6 – ODOT ROW Commercial Property Topographic Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

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400.6.1 Consultant shall perform a topographic recovery survey for up to twelve (12) commercial properties located along the western side of North Santiam Highway between the intersection of Front Street (southern limit) and Detroit Avenue (northern limit) for the purpose of preparing easement agreements including legal descriptions and exhibits for use of the Right-of-Way. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the following:

a. Locate existing monumentation to complete a boundary retracement and side boundary line resolution for up to twelve (12) properties within the project limits described above and as defined in the attached PDF.
b. Topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
c. Obtain spot elevations at a maximum 50-foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, and lip of gutter, to the nearest 0.01 foot.
d. Additional spot elevations to identify grade breaks and other topographic features.
e. Order One-Call utility locates for any underground utilities within subject area and adjacent public right of way.
f. Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
g. Locate ground and above ground utilities, including utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
h. Locate trees 8-inch diameter and greater measured at breast height, noting coniferous or deciduous.
i. Map existing easements which may affect subject area.
j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.

400.6.2 Survey will show utility poles, power lines, and telecommunications, including any identification information. For existing storm drains, culverts, and sanitary sewers, Consultant shall:

a. Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (inside dimensions).
b. Show pipe diameters, pipe material, and direction of pipe.
c. Show manhole symbols at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.

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e. Show utility lines as continuous; do not terminate shortly after a structure, extend to nearest upstream or downstream structure.

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to twelve (12) easement areas.

Task 400.7 – Detroit Environmental Due Diligence (ODOT ROW Easements)

Consultant shall complete environmental due diligence support as described below for up to twelve (12) commercial properties in Detroit, Oregon.

Subtask 400.7.1 – Project Management
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

400.7.1.1 Consultant will coordinate with Owner and others to receive project materials, prepare invoicing, and transmit correspondence. As part of Consultant's project management efforts, monthly check-in calls will be scheduled with Consultant to discuss interim survey results and other project-related issues as they arise. Consultant will maintain project files to include supporting materials. Consultant will monitor task performance, schedule, and budget; approve project expenses; and check that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

There will be four (4) monthly check-in calls involving the Consultant team.

- Monthly check-in calls will be approximately one (1)-hour long.

Subtask 400.7.2 – Cultural Clearance Certification
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant will coordinate with the cultural resources department at Oregon Department of Transportation (ODOT) to seek Cultural Clearance Certification for the project.

Consultant Responsibilities:

400.7.2.1 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs Indian Reservation to inquire about local historical knowledge of the project area. Consultant will also ask if they have any cultural concerns about the location of the project. Project-related Tribal coordination will be described in the final report.

400.7.2.2 Background Research. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) online records

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database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant staff will also review other available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, photographs, and other relevant research information available from local libraries, historical societies, or informants.

Because the project is located on land managed by ODOT, an archaeological excavation permit must be obtained from the SHPO before archaeological testing takes place (per ORS 390.235 and its implementing guidelines). The Consultant will apply for this state-issued excavation permit from the SHPO as required by state statutes (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 days for submission and review.

400.7.2.3 Field Survey. Consultant will conduct an archaeological survey in areas where ground-disturbing activities will occur to identify potential archaeological resources in and around the proposed area of disturbance. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 20 meters apart, systematically examining the ground surface for archaeological materials. Consultant crews will record their observations on standardized field forms and in field notebooks.

Preliminary research shows there are no cultural resources investigations overlapping the project area according to OARRA. Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources where project-related ground disturbance will occur. Consultant proposes to excavate up to 24 shovel probes. Probes will measure a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Should archaeological materials be discovered, they will not be collected; rather, the artifacts will be identified as to type, material, function, and cultural and temporal association. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location global positioning system (GPS) data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S> Geological Survey quadrangle map and them georeferenced during post-field processing. All recording procedures will follow SHPO guidelines. The Consultant's cost estimate assumes that no more than one archaeological resource will be encountered during the archaeological survey.

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400.7.2.4 Reporting. Consultant will prepare one cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey, and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey. The Consultant will provide an electronic version of the draft report to ODOT, SHPO, and interested Tribal entities for review. The Consultant will coordinate with ODOT, SHPO, and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to the Consultant, provided that the private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- All meetings and coordination with Consultant will be conducted via conference calls and email.
- The records search area will not extend farther than one mile beyond the project area. Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- Consultant will obtain up to one archaeological permit.
- The project location and size will remain as identified in the request for scope and cost (less than three acres total).
- Based on a preliminary review of SHPO records, Consultant anticipates that up to one cultural resource site will be identified and require documentation in the project area. If a larger number of sites are identified, additional costs may be incurred, and Consultant will discuss with Consultant on how to proceed.
- No more than four hours of labor for each field staff member will be required to record the cultural resource site. The identification of large and complex cultural resource sites (e.g., homesteads with multiple structures or precontact village sites with more than 500 artifacts) are not included in this scope.
- For the purposes of total site count, every site larger than one acre will be considered as an additional site based on every additional acre; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Consultant's ability to conduct fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, COVID-19-related restrictions, force majeure, or any other factor(s) outside of Consultant's control. Consultant will prepare a cultural resources survey report, and the report will require no more than one round of review by Consultant. Comments from Consultant on each of the survey reports will not require more than four hours of Consultant labor to address. No comments will be received from SHPO review, and minimal comments (up to four hours of work needed to address comments) will be received from the Tribes.

Deliverables:

- Draft and final cultural resources survey report.
- Draft and final GIS spatial data from cultural resources investigations.

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Subtask 400.7.3 – Phase I Environmental Site Assessment
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

Consultant will prepare a Phase I Environmental Site Assessment (ESA) report for the project area. The Phase I ESA will be completed in general accordance with the standards described in the current ASTM Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (2021). The Phase I ESA will be directed by a qualified Environmental Professional, as required by the ASTM Standard.
A Phase I ESA conducted in accordance with ASTM Standard E1527-21 constitutes appropriate inquiry into the previous ownership and uses of the property, consistent with good commercial or customary practice and will allow the Owner to satisfy one of the requirements for landowner liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (42 United States Code 9601). The Phase I ESA will consist of the subtasks described below:

400.7.3.1 Records Review. Consultant will review appropriate documents, including historical aerial photographs, historical topographic maps, and other land-use documents in order to identify past operations or activities on the subject property or nearby properties that may have caused the release of hazardous substances or petroleum products into the environment. As part of the review process, site location, hydrogeological characteristics, geographic setting, and physiography also will be summarized. Available state and federal regulatory databases will be reviewed to determine whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM Standard. Note: Based on the Consultant's initial review, there are eight leaking underground storage tank records and a brownfield site mapped within 0.25 miles of the project site.

400.7.3.2 Interviews. Consultant will attempt to interview property owners or their representative(s) based on contact data provided by Consultant. Additionally, reasonable attempts will be made to interview at least one staff member of state or local government agencies regarding information that indicates recognized environmental conditions (RECs) in connection with the subject property.

400.7.3.3 Site Reconnaissance. A Phase I ESA includes a reconnaissance of the subject property and vicinity to observe and photograph areas with potential RECs and to document current conditions. Access to private, locked, or restricted areas would be arranged by Consultant. This scope of work does not include activities such as collecting or analyzing soil, air, water, or other environmental samples.

400.7.3.4 Owner-Provided Information. Owner-provided information is an essential component of the Phase I ESA and includes items such as copies of previous Phase I ESAs or other relevant environmental documents, a completed ASTM Phase I ESA User Questionnaire, a completed Initial Data Request, and access to the subject property. The Owner is also responsible for providing Consultant with the results of a search of recorded land-title records and judicial records for environmental liens and activity and use limitations.

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400.7.3.5 Report Generation. The Phase I ESA findings will be summarized and documented in one report. Sections within the report will include 1) a description of the property, 2) summaries of the site history and interviews, 3) a regulatory database review, 4) a description of the site reconnaissance, 5) findings and conclusions, and 6) figures and appendices. Each report will include Consultant's professional opinion concerning the environmental disposition of the site regarding the presence of RECs. Report limitations and all literature cited will also be included. According to the ASTM Standard, the content of a Phase I ESA is valid for 180 days after the first data are collected. If the date of the intended use for Phase I ESAs is not within 180 days, an update may be necessary. Non-scope issues identified in the ASTM Standard include radon, lead, asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the Phase I ESA report.

Assumptions:

- The ASTM User Questionnaire and Consultant's Initial Data Request will be returned to Consultant promptly upon commencement of the project.
- This scope of work includes one round of revisions to the report text. Substantial revisions, such as a revised scope or project area, will incur additional cost.
- Phase I ESA reliance letters will be provided for a flat fee of $500.
- Fieldwork for the Phase I ESAs will be completed in conjunction with that for cultural and will not be an independent mobilization.

Deliverables:

- Draft and final Phase I ESA report.

Task 400.8 – Detroit Commercial Septic Excavation Contractor

Consultant Responsibilities:

400.8.1 Consultant shall mobilize to Detroit, Oregon to perform sewer video inspections of existing septic systems using appropriate equipment to locate, expose, flag, and prepare septic systems for inspection by Consultant's septic system designer. Consultant shall provide services for up to six ~~four~~ (6 4) days of sewer video inspections.

400.8.2 Consultant will excavate test pits for onsite sewage evaluations at the direction of Consultant's septic system designer. Test pits will be excavated in accordance with Oregon Department of Environmental Quality recommendations and requirements. The bottom of the test pit shall measure at least 2-feet x 4-feet. Test pits shall be at least 4.5-feet deep but shall not exceed a depth of five feet. One end of the test pit shall be sloped or stepped in order to allow access for Consultant's septic designer and regulatory inspector. All spoils must be placed a minimum of two feet from the edge of the test pit. Consultant shall provide services for up to six ~~four~~ (6 4) days of test pit excavation.

400.8.3 Consultant to provide plumbing services to remove up to four (4) toilets and confirm how

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the piping is connected to the on-site septic system at The Lodge property in Detroit.

Assumptions:

- Each day includes up to eight hours of site work and mobilization efforts.
- Consultant's septic system designer shall group locations of sewer video inspections and test pit excavations for efficiency.
- Owner recognized that the services provided by the septic system designer include construction-type activities not originally contemplated in the Consultant's scope of services and recognizes that the Owner will rely on the Consultant's licensing and insurance to address any deficiencies in performance to the standard of care or to address any damages resulting from Consultant's activities.

Task 400.9 – Detroit Commercial Properties Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant Responsibilities:

400.9.1 Consultant shall perform a property boundary survey for up to twenty (20) commercial properties in Detroit, Oregon for the purpose of verifying property lines prior to field layout, measurements, elevation work, and site plan development of onsite septic systems. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the followings:

a. Locate existing monumentation to complete a boundary retracement and side boundary line resolution for up to twenty (20) properties within the City of Detroit.
b. Calculations and Property Deed research.
c. Initial field monument ties.
d. Boundary Resolution.
e. Set property corners.
f. Record of survey drafting.
g. File survey with Marion County.

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to twenty (20) easement areas.

Task 400.10 – Detroit Commercial Septic Groundwater Study
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant Responsibilities:

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400.10.1 DEQ requires a written assessment of the impact of the proposed septic drainfield on the quality of groundwater ("groundwater study") as part of the water pollution control facility (WPCF) permitting process. The Consultant will perform a groundwater study for one (1) property, located at:

- 200 Detroit Avenue, Detroit, Oregon

Using the Large Onsite Septic System (LOSS) model, developed by the Washington Department of Ecology, to simulate nitrate attenuation due to mixing of septic effluent with groundwater and infiltrating precipitation. Inputs to the LOSS model include certain characteristics of the wastewater, physical dimensions of the site, and subsurface soil properties. Output from the LOSS model will be the nitrate concentration in groundwater at a specified distance, or point-of-compliance (POC), from the septic drainfield. Due to the marginal distance between the proposed septic drainfield and the property boundary, it is assumed that DEQ will accept the POC to be the Detroit Lake shoreline located approximately 1,200 feet west of the property boundary.

The LOSS model will be run using input parameters developed by the Consultant and Project Team using known site-specific conditions, including:

- Nitrate concentration in precipitation (anticipate using the default model value of 0.24 milligrams per liter [mg/L]).
- Soil denitrification factor (anticipate using the default model value of 10%).
- Aquifer thickness (based on well logs from the Oregon Water Resources Department or the DEQ-required upper limit of 20 feet).
- Aquifer width (based on drainfield width or length).
- Aquifer hydraulic conductivity (based on literature values or well tests reported on nearby well driller logs).Horizontal hydraulic gradient (based on literature values or a default value).
- Recharge to the aquifer (based on precipitation measurements and an assumed percentage of infiltration into subsurface soils and/or literature values).
- Nitrate concentration in upgradient groundwater, if available.

Consultant and Project Team will determine:

- Septic drainfield length and width and the distance from the drainfield to the downgradient POC (distance from both Detroit Lake and the property boundary in feet).
- Wastewater volume (in gallons per day). Guidance for the LOSS model defines the wastewater volume as the daily operating capacity of the LOSS (i.e., design flow without a peaking factor).
- Total nitrogen concentration after treatment, should treatment be needed for the system to be compliant with DEQ rules.

Consultant will perform a preliminary run of the LOSS model and summarize the results (i.e., nitrate concentration at the POC) for the Project Team via email. If the model results indicate that nitrate concentrations from the septic system will be attenuated before reaching the downgradient POC, Consultant will document the model results in a technical memorandum. Alternatively, if the model results indicate that nitrate concentrations will not be attenuated before reaching the downgradient POC, the Consultant will hold a virtual meeting with the Project Team to review design changes that would need to occur such that nitrate concentrations would be attenuated before reaching the POC (i.e., nitrogen concentration in groundwater, drainfield configuration, distance between the drainfield and POC, or wastewater volume).

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Assumptions:

- No field work will occur as part of this scope of work, and DEQ will not require groundwater sampling for nitrate.
- No modeling of nitrate attenuation in unsaturated soils beneath the septic drainfield is included in this scope of work.
- Consultant will perform up to five model runs as part of an iterative process to develop an acceptable model for DEQ.
- DEQ will not have significant comments on the LOSS model simulations or require additional model runs. Specifically, DEQ comments will be incorporated in eight hours or less.
- Three virtual meetings with DEQ will be held to discuss the POC and appropriate model input parameters.

Deliverables:

- Email with preliminary results of the LOSS model run to Project Team.
- Draft Technical Memorandum documenting the LOSS model for Project Team to review and provide comment.
- Final Technical Memorandum documenting the LOSS model for submittal to DEQ.

401 - KANE'S MARINA SEPTIC SYSTEM

Task 401.1 – Project Management

Consultant Responsibilities:

401.1.1. General Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

401.1.2. Regulatory Coordination. Meet with County and DEQ staff to discuss WPCF and County permit options. The objective of this outreach will be to have a selected permitting process (WPCF or County).

401.1.3. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review/establish Owner design team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

401.1.4. Presentation to County Commissioners. The Consultant will present a project update to the County Commissioners at the conclusion of Task 405, Preliminary Design. Consultant will prepare presentation materials and/or handouts. The one presentation will summarize the system layout, opinion of probable cost, permitting, schedule, and next steps.

401.1.5. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.
- Provide requested information within two weeks of request.

Assumptions:

- Project management budget assumes a project schedule of up to 4 months.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual

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attendees. This assumption applies to this task as well as subsequent tasks.

- Funding support is not included in this scope of work, including but not limited to American Iron and Steel (AIS) or Build America, Buy America (BABA) tracking, certification, or reporting. These services can be provided as additional services.

Deliverables:

- Kickoff meeting agenda and minutes.
- Request for Information.
- Presentation materials and/or handouts.

Task 401.2 – Preliminary Engineering Report (PER)

Subtask 401.2.1 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

401.2.1.1 Study Phase Services.

a. Site Visit. Consultant will coordinate with Owner's staff to perform a site visit and document existing site conditions. Evaluation will include documentation of status and condition of existing septic facilities and electrical equipment. This scope does not include inspection of interior spaces or existing facilities.
b. Basin Study. Consultant will review the plan and profile for the gravity sewer system developed through the North Santiam Sewer Authority Master Plan. Consultant will approximate alignment and invert elevation requirements for the future lift station wetwell. Consultant will estimate the operating volume required for the future pump station.
c. Operation and Maintenance Assessment. Consultant will review available data provided by Owner to summarize historic usage, operation strategies, and maintenance considerations. It is anticipated the evaluation will include holding tank storage requirements, hydrogen sulfide and odor control, standby power, instrumentation and controls (alarming), future pump station compatibility, redundancy provisions, emergency response, and preventative maintenance activities.

401.2.1.2 Design Criteria. Document design criteria established from the study phase services that will serve as basis for design. The design criteria will include, emergency storage calculations, anticipated flow conditions for the marina, future basin flow conditions, holding tank (wetwell) storage requirements, odor control strategy, power requirements, alarms.

401.2.1.3 Topographic Surveying. Provide oversight of the services to complete topographic and boundary surveying services for Kane's Marina.

401.2.1.4 Geotechnical Investigation. Provide oversight of the services to complete geotechnical engineering design services for Kane's Marina.

401.2.1.5 Site Layout. Develop 30% concept design showing site civil layout and holding tank(s) orientation on the marina site. Concept to include general grading concepts and reflect considerations for holding tank dimensions, future building and valve vault footprint, generator location, stormwater disposal, yard piping, and access for future maintenance/pump removal. The future footprint assumes that a small electrical building will be required to house the future electrical/controls, including a variable frequency drive (VFD) for the future lift station. Consultant has assumed that the generator will be outdoors with sound attenuation. The pipe network will be limited to 5-feet outside any building footprint.

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401.2.1.6 Odor Control Type. Evaluate up to three design alternatives for odor control with the Owner. For each alternative, evaluation to include operations and maintenance considerations, benefits, drawbacks, costs, and consideration of non-cost factors (i.e., future expansion for the lift station). Potential odor control types include chlorine dosing equipment, passive carbon filtration, mixing, chemical, and air-scrubber.

401.2.1.7 Electrical and Controls. Coordinate with Owner to identify SCADA communication preferences. Coordinate with power utility to identify power constraints. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives including a piping and instrumentation diagram (P&ID).

401.2.1.8 Cost Estimate. Provide an AAEC Class 4 opinion of probable cost for the project.

401.2.1.9 Workshop Meeting. Meet with Owner to review concepts and alternatives and select preferred alternative for design.

401.2.1.10 Prepare PER. Prepare draft Preliminary Engineering Report (PER) following the *Oregon DEQ guidelines*. In addition to the minimum regulatory requirements, PER will include concept drawings showing conceptual pipe network layout, one-line diagram, and anticipated permit requirements. Submit to Owner for review.

401.2.1.11 Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments into final PER.

Owner Responsibilities:

- Provide input on holding tank, piping design criteria, and preferred alternatives.
- Obtain or provide information for land parcel for the holding tank site, easements, and rights-of-way.
- Provide overall site plan with enough detail to layout the pipe network.
- Provide all necessary documentation or title information for boundary survey services.
- Secure permission for access for surveying and geotechnical investigations on the two subject properties.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring.
- Review and provide one set of consolidated comments on the Draft PER, concept plans, and opinion of probable cost.

Assumptions:

- Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Power is readily available and located adjacent to the site.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Pavement sections, curbing and other site design is not included in this scope.
- Other assumptions documented for surveying and geotechnical services.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Draft and Final PER (1 paper copy and 1 PDF)

Subtask 401.2.2 – Topographic Survey

Consultant Responsibilities:

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401.2.2.1 Consultant shall perform a topographic recovery survey of the Kane's Marina property to serve as a basis for design. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the following:

a. Locate existing monumentation to compete a boundary resolution of subject area
b. Full topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
c. Obtain spot elevations at a maximum 50 foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, lip of gutter, etc., to the nearest 0.01 foot
d. Additional spot elevations needed to adequately identify grade breaks and other topographic features.
e. Order One-Call utility locates for any underground utilities within subject area and adjacent public right of way
f. Locate surface features over subject area, including but not limited to: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas
g. Locate ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants
h. Locate trees 8" DBH and greater noting coniferous or deciduous
i. Map existing easements which may affect subject.
j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.

401.2.2.2 Survey will show utility poles, power lines, and telecommunications, etc. including any identification information. For existing storm drains, culverts, and sanitary sewers, Consultant shall:

a. Show rim or grate elevations and inverts for all manholes and drainage structures, with structure size (inside dimensions)
b. Show pipe diameters, pipe material, and direction of pipe.
c. Show manhole symbols at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
e. Show utility lines as continuous; do not terminate shortly after a structure, extend to nearest upstream or downstream structure.

401.2.2.3 Prepare a Legal Description and Visual Exhibit Map for the holding tank (future wet well).

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Description and Visual Exhibit Map

Subtask 401.2.3 – Geotechnical Investigation

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(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The purpose of this subtask is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design criteria for the Kane's Marina project.

Consultant Responsibilities:

401.2.3.1. Review information regarding subsurface soil and groundwater in the vicinity of the site, including filed reports, selected geologic maps, and other geotechnical engineering-related information.

401.2.3.2. Coordinate and manage the field investigation, including public utility notification and scheduling. Utility locates will be ordered by Consultant.

401.2.3.3. Explore subsurface soil and groundwater conditions at the project site by drilling one (1) drilled boring exploration to a depth between 20 and 25 feet bgs on the south side of the site near proposed holding tank/wetwell location, and four (4) to six (6) boring explorations 5 to 10 feet bgs along the proposed forcemain alignment.

401.2.3.4. Explorations will be advanced to the depths noted or to practical refusal in dense gravels or competent rock, if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

401.2.3.5. Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM Standard Practices Test Method D 2488. Field exploration work shall be observed and documented by qualified geotechnical engineering staff.

401.2.3.6. Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests and percent fines tests.

401.2.3.7. Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:

a. A general description of site topography, geology and subsurface conditions.
b. Report subsurface conditions and data along the proposed forcemain/collection lines alignment.
c. An opinion as to the adequacy of the proposed development of the holding tank/wetwell from a geotechnical engineering standpoint.
d. Recommendations for preparation measures at the proposed holding tank/wetwell/lift station site, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction.
e. Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing.
f. Recommendations for earthworks, including use of on-site and imported structural fill and fill placement and compaction requirements.

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g. Recommendations for foundations to support proposed at-grade and below-grade structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance. Consultant assumes that proposed structures will be lightly loaded and that shallow foundations can be used to adequately support the structures.
h. Recommendations for supporting on-grade slabs, including base rock, capillary break and modulus of subgrade reaction, as appropriate.
i. Seismic design parameters in accordance with the current version of the Oregon Structural Specialty Code. Consultant will also perform a simplified liquefaction settlement analysis.

401.2.3.8. All work under this subtask will be directly supervised by an engineer licensed in the state of Oregon. Engineer will apply their professional seal to the document.

Assumptions:

- Owner will obtain right-of-entry or access to the exploration locations.
- A rubber-tired drill rig can adequately access the site.
- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered, are not included in this scope of work or fee.
- Excess drill cuttings can be scattered on site.
- Installation of monitoring wells to measure static water groundwater is excluded.
- Contaminated soils will not be encountered during exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), Consultant-will stop drilling operations, notify Owner and discuss how to proceed.
- If public locators are not allowed to enter or cannot enter the project area to clear specific exploration locations, Consultant may provide the services of a private locate company to access the site, if requested, for an additional fee of $630.

Deliverables:

- Draft and Final Geotechnical Report.

Task 401.3 – Final Design

Consultant Responsibilities:

401.3.1. Plan Sheets. Prepare general, survey, site civil, structural, plumbing, HVAC, mechanical, electrical, and instrumentation and control plan sheets for the site, holding tank, and yard piping. Instrumentation and control final design is anticipated to be a performance spec for a holding tank and odor control monitoring system. Thus, the plan sheets will only include a piping and instrumentation diagram (P&ID). Coordinate location of pumps, piping layout, spacing, electrical equipment, generator, pump removal equipment, building access, overhead door, HVAC equipment, plumbing drains, and other appurtenances for ultimate lift station layout with the Owner. Prepare 90% review sets.

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401.3.2. Specifications. Consultant will support the Owner in CM/GC selection with services described in Task 5 of this scope of work. Consultant will prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of the lift station. Complete draft technical specifications for the 90% review set.

401.3.3. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.

401.3.4. Agency Submittal. Agency design checklists will be completed and submitted along with the final plans and specifications to Agency for review.

401.3.5. Final Approval. Upon Owner and Oregon DEQ review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.

401.3.6. Opinion of Probable Costs. Selected CM/GC will provide cost estimating after Task 404. Consultant will review and provide feedback.

Owner Responsibilities:

- Review and provide one set of consolidated comments on the 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- Consultant will prepare the building permit application at 90% design and submit to the Marion County Building Inspection office. Final permits will be obtained by Owner. Owner shall pay all permit fees not assigned to the construction contractor.
- Consultant will prepare and submit the DEQ permit application at 90% design and assist Owner with DEQ consultation.
- Project will not include irrigation or landscaping of the site. Services of a licensed landscape architect is excluded.
- Extensive architectural feature and architectural rendering are not included in the holding tank design.
- Contractor will be required to prepare and implement an erosion and sediment control plan (ESCP), prepare traffic control plans, and secure associated permits.
- Shoring (if required) will be designed by the Contractor.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described herein is considered an additional service requiring a contract amendment and equitable adjustment of the contract amount.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- The following design standards and references are to be followed where relevant during the development of the project:
    - Marion County Standard Specifications and Drawings
    - Oregon Standard Specifications for Construction
    - Owner to provide front end contracting and bidding documents (Div 00)
    - AIS and BABA requirements

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- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- Opinion of Probable Cost.

Task 401.4 – Pre-Procurement Support

Consultant Responsibilities:

This task includes consultant services to support the Owner in direct purchase of equipment for the Project using available funds. The objective of the direct purchase of equipment or materials is to account for potential long lead times and still have the equipment or materials on hand when the contractor is ready to move forward with construction. Consultant will provide specifications for the equipment/material to be directly purchased which may be out of sequence or earlier than the final design task.

Owner Responsibilities:

- Owner staff will lead the solicitation effort to either solicit informal bids or select suppliers from pre-approved supplier lists. Owner will receive and store materials prior to the Contractor taking on the equipment/material for installation.

Assumptions:

- Consultant is not responsible if material/equipment must be returned or designated as surplus due to the expedited delivery process for this project.
- Budget assumes up to 40 hours for support services to be provided as requested.

Deliverables:

- Procurement Specifications.

Task 401.5 – Removed

Task 401.6 – WPCF PERMITTING

Consultant Responsibilities:

401.6.1. Prepare draft permit application for a holding tank permit for DEQ review.
401.6.2. Meet with DEQ to discuss the permit applications. For the purpose of this scope, up to two (2) meetings are assumed.
401.6.3. Address DEQ comments in permit application.

Owner Responsibilities:

- Provide input on draft permit application.
- If necessary, pay fee to DEQ for draft permit application.
- Review and comment on draft documents.

Assumptions:

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- No field work, environmental studies, cultural resource investigations, or biological assessments are included in this task.
- This scope does not include any additional field gathering or special studies that may be required by the DEQ.
- No other permits will be required. If required, support for these permits can be provided as additional services.

Task 401.7 – Removed

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MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT B - CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

Consultant shall perform the Services for: a maximum, not-to-exceed price of **$14,103,357** ~~**$10,148,212**~~

Although individual task budgets may be exceeded, the total authorized budget amount shall not be exceeded without written authorization from Owner. For time and materials tasks, compensation will be according to Keller Associates' standard billing rates updated annually in January.

PHASE 1 – GENERAL ENGINEERING SERVICES	Cost	Type
100 – PROJECT MANAGEMENT		
Task 100.1 – Project Management	$ 575,451 ~~$ 401,030~~	T&M
Task 100.2 – County Board of Commissioners Support Services	$ 15,840	LS
101 – STRATEGIC PERMITTING PLAN		
Task 101.1 – Project Management and Administration	$ 4,825	LS
Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification	$ 19,090	LS
Task 101.3 – Strategic Permitting Plan	$ 9,540	LS
Task 101.4 – Environmental Assessments		
Subtask 101.4.1 – Mill City and Gates MWTF ~~Phase 1 Mill City WPCF~~ **–** Environmental Assessment and HUD Environmental Record Review	$ 56,373	LS
Subtask 101.4.2 – Mill City and Gates MWTF ~~Phase 1 Mill City WPCF~~ **-** Endangered Species Act Consultation and Biological Evaluation	$ 19,955	LS
Subtask 101.4.3 – ~~Phase 2~~ Force Main and Gates Collection System **–** Environmental Assessment and HUD Environmental Record Review	$ 40,934	LS
Subtask 101.4.4 – ~~Phase 2~~ Force Main and Gates Collection System **-** Endangered Species Act Consultation and Biological Evaluation	$ 9,312	LS

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Task 101.5 – Environmental Project Coordination and Oversight	$ 53,698	T&M
Task 101.6 – Archaeological Monitoring		
Subtask 101.6.1 – Project Management and Tribal Coordination	$ 3,554	T&M
Subtask 101.6.2 – Monitoring and Inadvertent Discovery Plan	$ 6,745	T&M
Subtask 101.6.3 – Archaeological Monitoring	$ 22,897	T&M
Subtask 101.6.4 – Archaeological Monitoring Technical Memorandum	$ 8,623	T&M

102 – SUBSURFACE EXPLORATION		
Task 102.1 – Project Management and Administration	$ 116,025	T&M
Task 102.2 – Subsurface Investigation Program	$ 74,200	T&M
Subtask 102.2.1 – Gates / Mill City Subsurface Investigation	$ 591,871 ~~$ 555,795~~	T&M
Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation	$ 390,468	T&M
Subtask 102.2.3 – Detroit / Idanha Well Decommissioning	$ 36,977	LS
Subtask 102.2.4 – Detroit / Idanha Well Decommissioning Fees and Direct Expenses	$ 25,053	T&M
Subtask 102.2.5 – Mill City Site GM1 Well Decommissioning	$ 15,472	LS
Subtask 102.2.6 – Mill City Site GM1 Well Decommissioning Fees and Direct Expenses	$ 10,973	T&M
Task 102.3 – Groundwater Modeling Evaluation		
Subtask 102.3.1 – Mill City / Gates Permitting Evaluation	$ 63,600	T&M
Subtask 102.3.2 – Detroit / Idanha Permitting Evaluation	$ 40,640 ~~$ 78,700~~	T&M
Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)	$ 18,700	T&M
Task 102.5 – Infiltration Basin Pilot Test		
Subtask 102.5.1 – Meetings, Work Plan, and Pre-Field Work Preparation	$ 28,734	LS
Subtask 102.5.2 – Monitoring Well Drilling and Construction Oversight	$ 34,370	LS
Subtask 102.5.3 – Test Pit Excavation and Infiltration Testing	$ 18,340	LS

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Subtask 102.5.4 – Test Infiltration Basin Construction	$	24,067	LS
Subtask 102.5.5 – 28-Day Infiltration Basin Pilot Test	$	50,150	LS
Subtask 102.5.6 – Analysis and Reporting	$	38,742	LS
Subtask 102.5.7 – Tracer Test Planning	$	24,838	LS
Subtask 102.5.8 – Tracer Study (Contingency)	$	77,220	LS
Subtask 102.5.9 – Tracer Study Fees and Direct Expenses	$	119,362	T&M
Task 102.6 – Response to DEQ Modeling Report Comments			
Subtask 102.6.1 – Project Management	$	72,215	LS
Subtask 102.6.2 – Additional Nitrate, DEHP, and Toluene Modeling	$	117,337	LS
Subtask 102.6.3 – Beneficial Groundwater Use Elevation	$	33,880	LS
Subtask 102.6.4 – Seasonal Water Level and Nitrate Data	$	44,603	LS
Subtask 102.6.5 – Modeling of BOD, pH, TSS, and TDS	$	157,292	LS
Subtask 102.6.6 – Propose Well Locations and Functional Equivalent Form	$	7,524	LS
Subtask 102.6.7 – Respond to DEQ Comments	$	38,060	T&M
Task 102.7 – Additional Services			
Subtask 102.7.1 - PFAS Sampling	$	29,123	LS
Subtask 102.7.2 – PFAS Sampling Fees and Direct Expenses	$	5,548	T&M
Subtask 102.7.3 - Respond to City of Salem Comments	$	14,333	LS
Subtask 102.7.4 - Seep Sampling	$	13,525	LS
Subtask 102.7.5 – Seep Sampling Fees and Direct Expenses	$	3,069	T&M
103 – LAND ACQUISITION AND RELOCATION SERVICES			
Task 103.1 – Project Management and Administration	$	12,140	T&M
Task 103.2 – Mill City Land Acquisition and Relocation Services	$ ~~$~~	235,834 ~~58,817~~	T&M
Task 103.3 – ~~Detroit Land Acquisition and Relocation Services~~ **-** Removed	~~$~~	~~177,017~~	~~T&M~~
104 – FINANCIAL ADVISORY SERVICES			
Task 104.1 – Project Management and Administration	$	23,430	T&M
Task 104.2 – Financial Advisory Services	$	137,500	T&M
105 – PUBLIC RELATIONS			
Task 105.1 – Project Management and Administration	$	21,015	T&M

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Task 105.2 – Communications and Engagement Planning and Implementation	$	183,684	T&M
Task 105.3 – Land Use and Planning	$	11,138	T&M
106 – INDEPENDENT COST ESTIMATING			
Task 106.1 – Project Management and Administration	$	13,468	T&M
Task 106.2 – Independent Cost Estimating	$	145,431	T&M
Subtotal	**$**	**3,966,788** ~~$ 3,688,027~~	

T&M: Time and Materials, LS: Lump Sum

PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM	**Cost**		**Type**
Task 200.1 – Project Management	$	12,600	LS
Task 200.2 – Data Acquisition & Facility Tour	$	6,110	LS
Task 200.3 – Project Planning	$	26,725	LS
Task 200.4 – Existing Facilities Evaluation	$	68,680	LS
Task 200.5 – Need for system improvements	$	3,650	LS
Task 200.6 – Collection System Alternatives Considered & Selection	$	53,615	LS
Task 200.7 – Treatment System Alternatives Considered & Selection	$	59,365	LS
Task 200.8 – Proposed Projects (Recommended Alternatives)	$	70,780	LS
Task 200.9 – Facilities Plan Documentation & Public Meeting	$	25,830	LS
Task 200.10 –Management Reserve	$	10,000	T&M

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201 – MILL CITY/GATES FACILITIES SITE EVALUATION		
Task 201.1 – Project Management	$ 90,297 ~~$ 81,747~~	LS
Task 201.2 – Force Main Alignment Topographic Survey	$ 91,207	LS
Task 201.3 – Force Main Alignment Geotechnical Investigation	$ 105,909	LS
Task 201.4 – Mill City and Gates MWTF ~~Force Main Alignment~~ Environmental Due Diligence		
Subtask 201.4.1 – Project Management	$ 9,820 ~~$ 7,956~~	T&M~~LS~~
Subtask 201.4.2 – Wetlands and Waters Delineation	$ 72,588 ~~$ 32,057~~	T&M~~LS~~
Subtask 201.4.3 – Cultural Resources Investigation	$ 53,634 ~~$ 45,702~~	T&M~~LS~~
Subtask 201.4.4 – Phase I Environmental Site Assessments	$ 534 ~~$ 11,278~~	T&M~~LS~~
Task 201.5 – Mill City and Gates MWTF ~~WPCF/RIB~~ Topographic Survey	$ 34,232 ~~$ 25,828~~	LS
Task 201.6 – Mill City and Gates MWTF ~~WPCF/RIB~~ Geotechnical Investigation	$ 29,371	LS
Task 201.7 – Gates Collection System Survey		
Subtask 201.7.1 – Gates Collection System Survey	$ 257,994	LS
Subtask 201.7.2 – Gates Collection System Easements	$ 61,600	T&M
Task 201.8 – Gates Collection System Geotechnical Investigation	$ 151,247	LS
Task 201.9 – Gates Collection System Environmental Due Diligence		
Subtask 201.9.1 – Project Management	$ 7,955	T&M
Subtask 201.9.2 – Wetlands and Waters Delineation	$ 31,735	T&M
Subtask 201.9.3 – Cultural Resources Investigation	$ 32,519	T&M
Subtask 201.9.4 – Phase I Environmental Site Assessments	$ 11,682	T&M
Subtask 201.10 – Force Main Alignment Environmental Due Diligence		
Subtask 201.10.1 – Project Management	$ 6,123	T&M
Subtask 201.10.2 – Wetlands and Waters Delineation	$ 16,059	T&M
Subtask 201.10.3 – Cultural Resources Investigation	$ 19,147	T&M
Subtask 201.10.4 – Phase I Environmental Site Assessments	$ 15,729	T&M
Task 201.11 – Mill City Collection System Cleaning and Inspection		

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Subtask 201.11.1 – CCTV Cleaning and Inspection	$ 80,421	T&M
Subtask 201.11.2 – Review and Identification of Spot Repairs	$ 14,944	LS
Task 202 – Mill City and Gates MWTF Engineering ~~Mill City/Gates WPCF~~		
Subtask 202.1 – Project Management	$ 252,324 ~~$ 215,404~~	LS
Subtask 202.2 – Preliminary Engineering Report (PER)	$ 305,729	LS
Subtask 202.3 – Permitting Assistance	$ 62,492 ~~$ 22,517~~	LS
Subtask 202.4 – GMP Documents (30% Design)	$ 1,540,652	LS
Subtask 202.5 – Final Design	$ 1,519,302	LS
Subtask 202.6 – Services During Bidding	$ 71,570	LS
Subtask 202.7 – Construction Services	$ 1,986,125 ~~$ 44,909~~	LS
Subtask 202.8 – Site Visit Fees and Direct Expenses	$ 37,385 ~~$ 12,000~~	T&M
Subtask 202.9 – Resident Project Representative	$ 387,677	T&M
Subtask 202.10 – Special Inspections	$ 194,365	T&M
Subtask 202.11 – Geotechnical Construction Observation Services	$ 54,189	T&M
Subtask 202.12 – Post-Construction Phase	$ 212,220	LS
Subtask 202.13 – Mill City and Gates MWTF SCADA and Integration	$ 492,556	T&M
Subtask 202.14 – Mill City and Gates MWTF Power System Studies	$ 61,512	T&M
Task 203 – Gates Collection System/Force Main Preliminary Engineering		
Subtask 203.1 – Project Management	$ 88,295	LS
Subtask 203.2 – Preliminary Engineering Report (PER)	$ 200,558	LS
Subtask 203.3 – GMP Documents (30% Design)	$ 685,739	LS
Subtotal	**$ 9,684,792** **~~$6,029,817~~**	

T&M: Time and Materials, LS: Lump Sum

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PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS	Cost	Type
400 – COMMERCIAL SEPTIC SYSTEM PLANNING		
Task 400.1 – Project Management	$ 27,436 ~~$ 25,772~~	LS
Task 400.2 – Data Acquisition & Properties Tour	$ 17,770	LS
Task 400.3 – Stakeholder Involvement / Engagement	$ 12,200	LS
Task 400.4 – Commercial Septic System Concept	$ 16,680	LS
Task 400.5 – Commercial Septic System Design	$ 85,780	LS
Task 400.6 – ODOT ROW Commercial Properties Topographic Survey	$ 10,560	LS
Task 400.7 – Detroit Environmental Due Diligence (ODOT ROW Easements)	$ 34,032	LS
Task 400.8 – Detroit Commercial Septic Excavation Contractor	$ 80,278 ~~$ 60,533~~	T&M
Task 400.9 – Detroit Commercial Properties Boundary Survey	$ 31,800	T&M
Task 400.10 – Detroit Commercial Septic Groundwater Study	$ 13,673	LS
401 – KANE'S MARINA SEPTIC SYSTEM		
Task 401.1 – Project Management	$ 15,661	LS
Task 401.2 – Preliminary Engineering Report (PER)	$ 28,630	LS
Subtask 401.2.2 – Topographic Survey	$ 18,087	LS
Subtask 401.2.3 – Geotechnical Investigation	$ 17,060	LS
Task 401.3 – Final Design	$ 28,270	LS
Task 401.4 – Pre-Procurement Support	$ 8,000	T&M
Task 401.5 – Removed		
Task 401.6 – WPCF Permitting	$ 5,860	LS
Task 401.7 – Removed		
Subtotal	**$ 451,777** **~~$ 430,368~~**	

T&M: Time and Materials, LS: Lump Sum

TOTAL	**$ 14,103,357** **~~$ 10,148,212~~**

B.1.01 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the

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Services or approval of Reimbursable Expenses by Owner. Owner shall make payments only after Owner's receipt and approval of (i) Consultant's detailed monthly invoice as described in Section B.1.05, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

~~B.1.02~~ Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Subconsultants for performance of Services rendered to complete the Project. ~~The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:~~

~~1~~	~~Travel Related Expenses~~	
~~2~~	~~General Reimbursable Expenses~~	
	~~**Total**~~	

~~It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.~~

B.1.03 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.04 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

a. The correct name of Owner's authorized representative

b. Invoice date

c. Date range during which the Services being invoiced for were provided

d. The last invoice submitted on the Project must be clearly labeled "Final Invoice"

e. Original Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables

f. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts

g. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F

h. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount

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i. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line-item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in EXHIBIT F.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

Marion County Public Works Department
Attn: Chris Einmo
5155 Silverton Road NE, Building 1
Salem, OR 97305

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

B.1.05 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.

b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.

c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

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B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.05 without prior authorization by Owner. This amount is separated into two categories, Travel Expenses and General Reimbursable Expenses, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

a. General Reimbursable Expenses consist of:

i. Long distance communications.

ii. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's subconsultants.

iii. Data processing and photographic production techniques when used in connection with Supplemental Services.

iv. Third-party models and mockups requested by Owner.

v. The printing of master or reproducible sets of plans and project manuals including specifications.

vi. Plan check fees.

b. Travel Expenses:

All travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the Owner. The travel must comply with all the requirements set forth in this section and must be for official Marion County business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Current approved rates are as follows:

i. Mileage. Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at rate of ~~65.5 cents per mile~~ the current IRS mileage rate. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.

ii. Meals. Receipts are required for reimbursement.

Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

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MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT E - CRITICAL DATE SCHEDULE
Schedule of Deliverables

PHASE 1 – GENERAL ENGINEERING SERVICES	
100 – PROJECT MANAGEMENT	
Task 100.1 – Monthly Invoices and Progress Reports	Monthly
Task 100.1 – Meeting agendas and minutes	Weekly
Task 100.2 – Final Presentation Materials	8 weeks after NTP
101 – STRATEGIC PERMITTING PLAN	
Task 101.1 – Project Management and Administration	
Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification	
Task 101.3 – Draft Strategic Planning Plan	11 weeks after Amend No. 2 NTP
Task 101.3 – Final Strategic Planning Plan	13 weeks after Amend No. 2 NTP
Task 101.4.1 – Mill City and Gates MWTF ~~Phase 1 Mill City WPCF~~ - Environmental Assessment and HUD Environmental Record Review	180 days after Amend No. 8 NTP
Task 101.4.2 - Mill City and Gates MWTF ~~Phase 1 Mill City WPCF~~ - Endangered Species Act Consultation and Biological Evaluation	180 days after Amend No. 8 NTP
Task 101.4.3 - ~~Phase 2~~ Force Main and Gates Collection System - Environmental Assessment and HUD Environmental Record Review	240 days after Amend No. 8 NTP
Task 101.4.4 - ~~Phase 2~~ Force Main and Gates Collection System - Endangered Species Act Consultation and Biological Evaluation	240 days after Amend No. 8 NTP
Task 101.5 – Environmental Project Coordination and Oversight	9 months after Amend No. 8 NTP
Task 101.6 – Archaeological Monitoring	18 months after Amend No. 9 NTP
102 – SUBSURFACE EXPLORATION	
Task 102.1 – Project Management and Administration	
Task 102.2.1 – Draft Subsurface Investigation Work Plan	
Task 102.2.1 – Final Subsurface Investigation Work Plan	
Task 102.2.1 – Infiltration Testing and Test Pit Excavation Memorandum	
Task 102.2.1 – Draft Subsurface Investigation Memorandum	
Task 102.2.1 – Final Subsurface Investigation Memorandum	
Task 102.2.1 – Groundwater Level Monitoring Memorandum	
Task 102.2.2 – Draft Subsurface Investigation Work Plan	

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Task 102.2.2 – Final Subsurface Investigation Work Plan	
Task 102.2.2 – Infiltration Testing and Test Pit Excavation Memorandum	
Task 102.2.2 – Draft Subsurface Investigation Memorandum	
Task 102.2.2 – Final Subsurface Investigation Memorandum	
Task 102.2.2 – Groundwater Level Monitoring Memorandum	
Task 102.2.3 – Detroit / Idanha Well Decommissioning	90 days after Amend No. 8 NTP
Task 102.2.4 – Detroit / Idanha Well Decommissioning Fees and Direct Expenses	90 days after Amend No. 8 NTP
Task 102.2.5 – Mill City Site GM1 Well Decommissioning	90 days after Amend No. 9 NTP
Task 102.2.6 - Mill City Site GM1 Well Decommissioning Fees and Direct Expenses	90 days after Amend No. 9 NTP
Task 102.3.1 – Draft WPCF Evaluation Memorandum	
Task 102.3.1 – Final WPCF Evaluation Memorandum (Owner Comments)	
Task 102.3.1 – Draft WPCF Evaluation Memorandum (DEQ Comments)	
Task 102.3.2 – Draft WPCF Evaluation Memorandum	
Task 102.3.2 – Final WPCF Evaluation Memorandum (Owner Comments)	
Task 102.3.2 – Draft WPCF Evaluation Memorandum (DEQ Comments)	
Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)	
Task 102.5 – Infiltration Basin Pilot Test	180 days after Amend. No. 6 NTP
Task 102.5.8 – Tracer Study (Contingency)	16 months after Amend No. 8 NTP
Task 102.5.9 – Tracer Study Fees and Direct Expenses	16 months after Amend No. 8 NTP
Task 102.6 – Response to DEQ Modeling Report Comments	180 ~~90~~ days after Amend. No. 9 ~~7~~ NTP
Task 102.7.1 – PFAS Sampling	90 days after Amend. No. 8 NTP
Task 102.7.2 – PFAS Sampling Fees and Direct Expenses	90 days after Amend. No. 8 NTP
Task 102.7.3 – Respond to City of Salem Comments	90 days after Amend. No. 8 NTP
Task 102.7.4 – Seep Sampling	90 days after Amend. No. 8 NTP
Task 102.7.5 – Seep Sampling Fees and Direct Expenses	90 days after Amend. No. 8 NTP
103 – LAND ACQUISITION AND RELOCATION SERVICES	
Task 103.1 – Project Management and Administration	
Task 103.2 – Mill City Land Acquisition and Relocation Services	
Task 103.2.3 – Draft ROW Programming Estimate	
Task 103.2.4 – General Information Notice (GIN) Delivery	20 days after Amend No. 3 NTP
Task 103.2.5 – 15 Day Notice of Appraisal Inspection	8 weeks after Amend No. 3 NTP ROW Acquisition Phase

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Task 103.2.5 – Appraisal Report, Specialty Report, 15 Day Notice of Appraisal Inspection to each property owner.	20 weeks after Amend No. 3 NTP ROW Acquisition Phase
Task 103.2.6 – Draft Offer Packets	
Task 103.2.6 – Final Offer Packets	
Task 103.2.6 – Final Report Packet	
Task 103.2.6 – Proposed Counteroffers, if applicable	
Task 103.2.6 – Recommendation for Condemnation, if applicable	
Task 103.2.6 – Report of Personal Interview	
Task 103.2.7 – Submit studies, Move Agreements, and Estimates	
Task 103.2.7 – Submit Relocation Claims	
Task 103.2.7 – Submit Relocation Closing Reports	
Task 103.2.9 – ROW Certification Form	12 weeks prior to Project Bid Date
Task 103.3 – ~~Detroit Land Acquisition and Relocation Services~~ REMOVED	
~~**Task 103.3.3** – Draft ROW Programming Estimate~~	
~~**Task 103.3.4** – General Information Notice (GIN) Delivery~~	~~20 days after Amend No. 3 NTP~~
~~**Task 103.3.5** – 15 Day Notice of Appraisal Inspection~~	~~8 weeks after Amend No. 3 NTP~~ ~~ROW Acquisition Phase~~
~~**Task 103.3.5** – Appraisal Report, Specialty Report, 15 Day Notice of Appraisal Inspection to each property owner.~~	~~20 weeks after Amend No. 3 NTP~~ ~~ROW Acquisition Phase~~
~~**Task 103.3.6** – Draft Offer Packets~~	
~~**Task 103.3.6 –** Final Offer Packets~~	
~~**Task 103.3.6** – Final Report Packet~~	
~~**Task 103.3.6 –** Proposed Counteroffers, if applicable~~	
~~**Task 103.3.6 –** Recommendation for Condemnation, if applicable~~	
~~**Task 103.3.6** – Report of Personal Interview~~	
~~**Task 103.3.7** – Submit studies, Move Agreements, and Estimates~~	
~~**Task 103.3.7** – Submit Relocation Claims~~	
~~**Task 103.3.7** – Submit Relocation Closing Reports~~	
~~**Task 103.3.9** – ROW Certification Form~~	~~12 weeks prior to Project Bid Date~~
104 – FINANCIAL ADVISORY SERVICES	
Task 104.1 – Project Management and Administration	
Task 104.2 – Financial Advisory Services	
105 – PUBLIC OUTREACH	

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Task 105.1 – Project Management and Administration	
Task 105.2 – Communications and Engagement Planning and Implementation	
Task 105.3 – Land Use Planning	180 days after Amend No. 8 NTP
106 – INDEPENDENT COST ESTIMATING	
Task 106.1 – Project Management and Administration	
Task 106.2 – Independent Cost Estimating	52 weeks after Amend No. 7 NTP
PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM	
200 – MILL CITY / GATES FACILITIES PLANNING STUDY	
Task 200.1 – Project Management	
Task 200.2 – Request(s) for Information	
Task 200.3 – Draft Project Planning Facility Plan Section	
Task 200.4 – Draft Existing Facilities Evaluation Facility Plan Section	
Task 200.5 – Draft Project Need Facilities Plan Section	
Task 200.6 – Draft Collection System Alternatives Facility Plan Section	
Task 200.7 – Draft Treatment System Alternatives Facility Plan Section	
Task 200.8 – Capital Improvement Plan	
Task 200.8 – SDC Eligibility Estimate	
Task 200.8 – Draft Proposed Project Facility Plan Section	
Task 200.9 – Public Meeting Presentation Materials	
Task 200.9 – Final Facilities Plan	
Task 200.10 – Management Reserve	
201 – MILL CITY / GATES FACILITIES SITE EVALUATION	
Task 201.1 – Project Management	
Task 201.2 – Force Main Alignment Topographic Survey	120 days after Amend No. 8 NTP
Task 201.3 – Force Main Alignment Geotechnical Investigation	120 days after Amend No. 8 NTP
Task 201.4 – Mill City and Gates MWTF ~~Force Main Alignment~~ Environmental Due Diligence	~~180 days after Amend No. 8 NTP~~
Task 201.4.1 - Project Management	365 days after Amend No. 9 NTP
Task 201.4.2 – Wetlands and Waters Delineation	365 ~~90~~ days after Amend No. 9 ~~8~~ NTP
Task 201.4.3 – Cultural Resources Investigation	365 ~~120~~ days after Amend No. 9 ~~8~~ NTP
Task 201.4.4 – Phase I Environmental Site Assessments	180 days after Amend No. 9 ~~8~~ NTP
Task 201.5 – Mill City and Gates MWTF ~~WPCF/RIB~~ Topographic Survey	12 weeks after Amend No. 9 ~~8~~ NTP

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Task 201.6 – Mill City and Gates MWTF ~~WPCF/RIB~~ Geotechnical Investigation	12 weeks after Amend No. 6 NTP
Task 201.7 – Gates Collection System Survey	
Task 201.7.1 – Gates Collection System Survey	120 days after Amend No. 8 NTP
Task 201.7.2 – Gates Collection System Easements	240 days after Amend No. 8 NTP
Task 201.8 – Gates Collection System Geotechnical Investigation	120 days after Amend No. 7 NTP
Task 201.9 – Gates Collection System Environmental Due Diligence	
Task 201.9.1 – Project Management	
Task 201.9.2 – Wetland and Waters Delineation	90 days after Amend No. 7 NTP
Task 201.9.3 – Cultural Resources Investigation	120 days after Amend No. 7 NTP
Task 201.9.4 – Phase I Environmental Site Assessments	180 days after Amend No. 7 NTP
Task 201.10 – Force Main Alignment Environmental Due Diligence	2 years after Amend No. 9 NTP
Task 201.11 – Mill City Collection System Cleaning and Inspection	180 days after Amend No. 9 NTP
202 – MILL CITY AND GATES MWTF ~~MILL CITY/GATES WPCF~~ ENGINEERING	
Task 202.1 – Project Management	
Task 202.2 – Preliminary Engineering Report (PER)	240 days after Amend No. 7 NTP
Task 202.3 – Permitting Assistance	240 days after Amend No. 7 NTP
Task 202.4 – GMP Documents (30% Design)	240 days after Amend No. 7 NTP
Task 202.5 – Final Design	180 days after Amend No. 8 NTP
Task 202.6 – Services During Bidding	240 days after Amend No. 8 NTP
Task 202.7 – Construction Services	2 years after Amend No. 9 ~~8~~ NTP
Task 202.8 – Site Visit Fees and Direct Expenses	2 years after Amend No. 9 NTP ~~180 days after Amend No. 8 NTP~~
Task 202.9 – Resident Project Representative	2 years after Amend No. 9 NTP
Task 202.10 – Special Inspections	2 years after Amend No. 9 NTP
Task 202.11 – Geotechnical Construction Observation Services	2 years after Amend No. 9 NTP
Task 202.12 – Post-Construction Phase	3 years after Amend No. 9 NTP
Task 202.13 - Mill City and Gates MWTF SCADA and Integration	2 years after Amend No. 9 NTP
Subtask 202.14 – Mill City and Gates MWTF Power System Studies	
203 – GATES COLLECTION SYSTEM/FORCE MAIN PRELIMINARY ENGINEERING	
Task 203.1 – Project Management	
Task 203.2 – Preliminary Engineering Report (PER)	240 days after Amend No. 7 NTP
Task 203.3 – GMP Documents (30% Design)	240 days after Amend No. 7 NTP

Docusign Envelope ID: 0C695C51-2980-4CDB-B70D-5F1BF0B86883

PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS	
400 – COMMERCIAL SEPTIC SYSTEM PLANNING	
Task 400.1 – Project Management	
Task 400.2 – Requests for Information	
Task 400.2 – Existing Septic and Drain Field Summary Tables and Figures	
Task 400.3 – Presentation Materials	
Task 400.4 – Removed	
Task 400.5 – Conceptual Septic System Design	52 weeks after Amend No. 8 4 NTP
Task 400.6 – Basemap in AutoCAD 3D format.	24 weeks after Amend No. 4 NTP
Task 400.6 – Legal Descriptions and Visual Exhibit Maps	52 weeks after Amend No. 5 NTP
Task 400.7 – Detroit Environmental Due Diligence (Cultural Clearance)	26 weeks after Amend No. 5 NTP
Task 400.7 – Detroit Environmental Due Diligence (Phase I ESA)	26 weeks after Amend No. 5 NTP
Task 400.8 – Detroit Commercial Septic Excavation Contractor	52 weeks after Amend No. 8 NTP
Task 400.9 – Detroit Commercial Properties Survey	52 weeks after Amend No. 8 NTP
Task 400.10 – Detroit Commercial Septic Groundwater Study	60 days after Amend No. 8 NTP
401 – KANE'S MARINA SEPTIC SYSTEM	
Task 401.1 – Kickoff meeting agenda	2 weeks after Amend No. 2 NTP
Task 401.1 – Kickoff meeting minutes	1 week after Kickoff Meeting
Task 401.1 – Request for Information	
Task 401.1 – Presentation Materials	
Task 401.2 – Workshop Meeting Agenda	
Task 401.2 – Workshop Meeting Minutes	
Task 401.2 – Draft Preliminary Engineering Report	5 weeks after Amend No. 2 NTP
Task 401.2 – Final Preliminary Engineering Report	6 weeks after Amend No. 2 NTP
Subtask 401.2.2 – Topographic Basemap	180 days after Amend No. 6 NTP
Subtask 401.2.3 – Geotechnical Report	10 weeks after Amend No. 2 NTP
Task 401.3 – 90% Design Drawings and Specifications	15 weeks after Amend No. 2 NTP
Task 401.3 – Final (Stamped) Drawings and Specifications	17 weeks after Amend No. 2 NTP
Task 401.3 – Opinion of Probably Cost	17 weeks after Amend No. 2 NTP
Task 401.4 – Procurement Specifications	
Task 401.5 - Removed	
Task 401.6 – WPCF Permitting	
Task 401.7 - Removed	

Docusign Envelope ID: 0C695C51-2980-4CDB-B70D-5F1BF0B86883

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT F - RATE SCHEDULE

Keller Associates	Hourly Rate*
Project Engineer I	$137
Project Engineer II	$180 ~~$179~~
Project Engineer III	$255 ~~$242~~
Project Manager I/II	$189
Project Manager III	$265 ~~$252~~
Structural Engineer I/II	$180 ~~$179~~
Structural Engineer III	$265 ~~$242~~
Chief Engineer / Chief Structural Engineer	$325 ~~$305~~
CAD I/II	$137
CAD III	$180 ~~$168~~
CAD Manager	$205 ~~$200~~
Electrical Controls I/II	$179
Electrical Controls III	$242
Principal	$335 ~~$315~~
Surveyor I/II	$158
Surveyor III	$195 ~~$194~~
Field Representative	$175 ~~$152~~
Engineering Student	$85 ~~$79~~
Administration I	$95
Administration II	$135 ~~$131~~

**Rates reported are for 2025 ~~2024~~. Rates updated annually in January.*

***Reimbursable Expenses at Cost x 1.05*

Docusign Envelope ID: 0C695C51-2980-4CDB-B70D-5F1BF0B86883

SUBCONSULTANT RATE SCHEDULE

Hydrological	Hourly Rate*
Principal Technical Professional	$255 ~~$250~~
Supervising Technical Professional	$235 ~~$205~~
Managing Technical Professional	$190
Consulting Technical Professional	$165 ~~$175~~
Project Technical Professional	$160 ~~$150~~
Staff Technical Professional	$145 ~~$135~~
Intern	$115 ~~$90~~
GIS/Graphics/Database	$170 ~~$160~~
Editor/Documents	$150 ~~$145~~
Administration	$125 ~~$105~~

Rates reported are for 2025. Rates updated annually in January.

***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Permitting	Hourly Rate*
Environmental Consulting Services Specialists: Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Graphics/Media Production, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Air Quality	
Specialist I	$77
Specialist II	$91
Specialist III	$104
Specialist IV	$114
Specialist V	$123
Specialist VI	$137
Specialist VII	$147
Specialist VIII	$158
Specialist IX	$169
Specialist X	$189
Specialist XI	$207
Specialist XII	$226
Subject Matter Expert I	$230
Subject Matter Expert II	$242

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Subject Matter Expert III	$268
Subject Matter Expert IV	$293
~~Engineering and Special Services (Tier 1) Specialists:~~	
~~Specialist IV~~	~~$123~~
~~Specialist V~~	~~$137~~
~~Specialist VI~~	~~$147~~
~~Specialist VII~~	~~$158~~
~~Specialist VIII~~	~~$169~~
~~Specialist IX~~	~~$189~~
~~Specialist X~~	~~$207~~
~~Specialist XI~~	~~$226~~
~~Specialist XII~~	~~$242~~
~~Subject Matter Expert I~~	~~$242~~
~~Subject Matter Expert II~~	~~$252~~
~~Subject Matter Expert III~~	~~$278~~
~~Subject Matter Expert IV~~	~~$305~~
~~Administrative III~~	~~$104~~

Rates reported are for 2025. Rates updated annually in January.
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Land Acquisition and Relocation	Hourly Rate*
Principal/Senior Advisor/Program Manager	$331.66 ~~$322.00~~
Senior Project Manager	$298.00
Project Manager/Property Manager	$203.94 ~~$198.00~~
Senior Right of Way Agent	$167.89 ~~$163.00~~
Right of Way Agent	$124.63 ~~$132.00~~
Senior Project Control Specialist/Senior Right of Way Technician	$167.89 ~~$163.00~~
Project Control Specialist/Right of Way Technician	$124.63 ~~$121.00~~

Rates reported are for 2025. Rates updated annually in January.
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Financial Advisory	Hourly Rate*
Principal~~s~~	$310 ~~$295~~
Project Manager~~s~~	$250 ~~$235~~

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Project Consultants~~s~~	$205 ~~$190~~
Senior Analyst	$185
Analyst	$170
Public Relations	$170
Technical Writer/Graphic Artist	$145
Administrative Support	$110 ~~$95~~

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Surveying	Hourly Rate*
PLS Office Technician	$160 ~~$140~~
One-Man Field Crew	$170 ~~$140~~
Project Surveyor	$170 ~~$150~~
2 Man Field Crew	$190 ~~$170~~
Survey Technician	$140 ~~$110~~

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Geotechnical Services	Billed	Hourly Rate*
ENGINEERING CONSULTING		
Senior Principal	Hourly	$290 ~~$284.00~~
Principal ~~Engineer~~	Hourly	$270 ~~$248.00~~
Principal Engineering Geologist	Hourly	$257 ~~$238.00~~
Senior Associate ~~Engineer~~	Hourly	$248 ~~$227.00~~
Associate ~~Engineer~~	Hourly	$242 ~~$217.00~~
Senior Project Manager II	Hourly	$236
Senior Project Manager I	Hourly	$228
Project Manager II	Hourly	$220 ~~$201.00~~
Project Manager I	Hourly	$202 ~~$185.00~~
Engineering/Geological Staff III	Hourly	$173 ~~$159.00~~
Engineering/Geological Staff II	Hourly	$157 ~~$138.00~~
Engineering/Geological Staff I	Hourly	$142 ~~$111.00~~
Senior Technician	Hourly	$139 ~~$127.00~~
Field Technician II	Hourly	$128 ~~$117.00~~

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Field Technician I	Hourly	$105 ~~$101.00~~
Technical Editor	Hourly	$140
Senior Administrative Assistant	Hourly	$115 ~~$106.00~~
Administrative Assistant	Hourly	$104 ~~$95.00~~
Office Support	Hourly	$98 ~~$90.00~~
EQUIPMENT/OTHER SERVICES		
Falling Weight Deflectometer	Daily	$2,750 ~~2,150.00~~
Ground Penetrating Radar, Vehicle Mounted	Daily	$1,900 ~~$1,550.00~~
Refraction Microtremor (ReMi)	Daily	$1,000
Global Positioning System (Differential)	Daily	$130 ~~$115.00~~
Piezometer (infiltration field testing)	Daily	$95
Water Level Meter	Daily	$38
Piezometer (installation)	Quote	Quote
Dynamic Cone Penetrometer	Daily	$140 ~~$120.00~~
Hand Auger	Daily	$40 ~~$38.00~~
Drone Flight Services	Hourly	$250 ~~$245.00~~
Drone Hardware & Flight Fee	Daily	$180 ~~$160.00~~
Nuclear Densometer	Daily	$90 ~~$85.00~~
Bladder Pump	Daily	$235
Whale Pump	Daily	$50
Submersible Pump	Daily	$25
Fixed Gas Meter	Daily	$238
Mini Air Pump	Daily	$58
Peristaltic Pump	Daily	$75
Photoionization Detector	Daily	$125
Rotary Hammer	Daily	$96
Sampling/Decon Kit	Daily	$62
Swing Sampler	Daily	$25
Vapor Intrusion Sampling Kit	Daily	$65
pH Meter	Daily	$44
Turbidity Meter	Daily	$58
4-Gas Meter	Daily	$83

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Interface Probe	Daily	$83
YSI/Aquaread Multiparameter	Daily	$150
Helium Detector	Daily	$280
Slide Hammer/Sampler	Daily	$25
CONSUMABLE FIELD SUPPLIES		
Bladders	Each	$25
Disposable Bailers	Each	$20
Vapor Pin	Each	$140
Waste Disposal Drum	Each	$105
Water Sample Field Filter	Each	$25
Well Caps	Each	$20
Well Lock	Each	$15
LABORATORY		
Lab: #200 Wash	Each	$145 ~~$140.00~~
Lab: Atterberg Limits	Each	$260 ~~$250.00~~
Lab: In-Situ Dry Density and Moisture Content	Each	$55.00
Lab: Moisture Content	Each	$45 ~~$40.00~~
Lab: Proctor Moisture-Density	Each	$390 ~~$380.00~~
Lab: Sample Preparation/Management Time	Each	$128
Lab: Sieve Analysis 1 ½-~~¾ inch to 2~~-inch Max	Each	$330 ~~$380.00~~
~~Lab: Sieve Analysis <3/4-inch Max~~	~~Each~~	~~$330.00~~
~~Lab: Sieve Analysis > 2-inch Max~~	~~Each~~	~~$560.00~~
~~Lab: Soil Classification~~	~~Each~~	~~$45.00~~
Lab: Consolidation (Two Rebounds)	Each	$785 ~~$750.00~~
Lab: Specific Gravity of Coarse Aggregate	Each	$75 ~~$155.00~~
Lab: Soil-Cement Unconfined Compressive	Each	$125
Lab: ASTM International (ASTM) Proctor (Laboratory Compaction) Density Test and Fines Content Analysis	Each	$700
Specialty Software	Each	$250.00
Vehicle Usage, per mile ~~(or $75/day), Whichever is Greater~~	Mile	~~$0.655~~ Current federal rate
Part-Time Construction Observation: Two (2)-Hour Site Visit	Each	$850
Full-Time Construction Observation: Eight (8)-Hour Site Visit	Each	$1,950

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Full-Time Observation and Infiltration Test	Each	$1,850

Rates reported are for 2025. Rates updated annually in January.
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Septic	Hourly Rate*
Septic Consultant	$180 ~~$170.00~~
Septic Consultant Travel Time	$100 ~~$90.00~~

Rates reported are for 2025. Rates updated annually in January.
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Septic Excavation Contractor	Hourly Rate*
Power Equipment Operator with Excavator	$225.00
Laborer for Excavator	$175.00
Locate, Camera Equipment	$350.00
Mobilization	$800.00 per trip
Laborer (Office Time)	$175.00

Rates reported are for 2025. Rates updated annually in July.
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Public Outreach	Hourly Rate*
Principal-in-Charge	$230 ~~$225.00~~
Project Director	$185 ~~$180.00~~
Project Manager	$240 ~~$235.00~~
Project Associate	$125 ~~$120.00~~
Senior Designer	$210 ~~$205.00~~
Designer	$120 ~~$115.00~~

Rates reported are for 2025. Rates updated annually in January.
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Independent Cost Estimator	Hourly Rate*
Consultant	$205 ~~$195~~
Electrical Consultant	$205 ~~$195~~
Off-site Pipeline Consultant	$205 ~~$195~~

Rates reported are for 2025. Rates updated annually in January.
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Docusign Envelope ID: 0C695C51-2980-4CDB-B70D-5F1BF0B86883

Vacuum Truck Services	Hourly Rate*
1- to 2-Man Crew	$300
3-Man Crew	$325
1- to 2-Man Crew (Over Time)	$340
3-Man Crew (Over Time)	$365
Travel Time	$175
Clerical Surcharge	$50 per Invoice
Fuel Surcharge	$13

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

CCTV Services	Hourly Rate*
CCTV Inspection Rate	$1.55 per linear foot or $270 per Hour
Travel Time	$150
Clerical Surcharge	$50 per Invoice

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Special Inspection	Hourly Rate*
Field Services: Concrete/Rebar Inspector	$82
Field Services: Curing Inspector	$82
Field Services: Anchors Inspector	$82
Field Services: Structural/Welding Inspector	$95
Field Services: Masonry Inspector	$95
Field Services: Compaction Inspector	$80
Laboratory Services: Concrete Test Cylinders	$31/Each
Laboratory Services: Moisture Density Curve	$283/Each
Laboratory Services: Moisture Density Curve with Rock	$325/Each
Miscellaneous: CMT Project Management Services	$115
Miscellaneous: Administration Fees	$60/Month
Miscellaneous: Cylinder Pick-Ups (within 20 miles)	$63/Each
Miscellaneous: Cylinder Pick-Ups (21+ Miles)	$100/Hour + Mileage
Miscellaneous: Cylinder Cure Box/Cooler	$26

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Miscellaneous: Material Sampling	$80
Miscellaneous: Final Summary Letter	$275
Miscellaneous: Transportation (Round Trip from Salem)	Federal Mileage Rate
Overtime: Time in Excess of 8 Hours per Day on Project Site, or before 7:00 AM and After 4:00 PM, and Saturdays, Sundays, and Holidays	1.5 x Hourly Rate

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

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MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT G - ASSUMPTIONS AND EXCLUSIONS

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.

- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.

- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

Docusign Envelope ID: 0C695C51-2980-4CDB-B70D-5F1BF0B86883

SIGNATURE PAGE FOR
ARPA – NORTH SANTIAM CANYON SEWER PROJECT – PW-5069-22
Between
MARION COUNTY and KELLER ASSOCIATES, INC.

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

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by: Brian Nicholas 0793BA7ACD6D443... 7/31/2025
Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 8/1/2025
Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... 8/1/2025
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: A3538E7AEC704F4... 7/31/2025
Marion County Contracts & Procurement Date

KELLER ASSOCIATES SIGNATURE

Authorized Signature: _____
Date

Title: _____

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 27, 2025

Department: Public Works

Title: North Fork Road M.P. 3.0 Landslide Repair

Management Update/Work Session Date: 8/19/2025 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Steven Preszler **Phone:** 971-375-8108

Requested Action: Approve Contract PW-6797-25 in the amount of $664,310.00 with North Santiam Paving, Inc., for construction of the North Fork Road M.P. 3.0 Landslide Repair project.

Issue, Description & Background: In December 2023, a landslide covered North Fork Road at approximately milepost 3.0. County crews immediately worked to remove debris, provide temporary countermeasures, and restore two-lane access. This repair contract includes construction of a rock buttress and wall to permanently mitigate the slide at this location. Five bidders submitted bids for these repairs with the low bid being North Santiam Paving, Inc., in the amount of $664,310.00. During construction the road will be open to traffic with one-way traffic control provided by portable traffic signals.

Financial Impacts: This is a budgeted expense in the current fiscal year. There is no financial impact to other County Departments.

Impacts to Department & External Agencies: There are no impacts to other County Departments.

List of attachments: Contract PW-6797-25

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.08.07 15:11:42 -07'00'

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

Contract Review Sheet

Public Improvement Agreements **PW-6797-25**

Title: **North Fork Road Slide Repair at Milepost 3.0**

Contractor's Name: **North Santiam Paving Co.**

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

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

Term - Date From: **Execution** Expires: **October 15, 2026**

Original Contract Amount: **$ 664,310.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 664,310.00** Amd% **0%**

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

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement** ITB# **PW1703-25**

Description of Services or Grant Award

Construct a rock buttress, MSE wall, and drainage as called for in the Specifications and such additional Incidental Work as requested by the Engineer.

Desired BOC Session Date: **8/27/2025** Contract should be in DocuSign by: **8/6/2025**

Agenda Planning Date **8/14/2025** Printed packets due in Finance: **8/12/2025**

Management Update **8/12/2025** BOC upload / Board Session email: **8/13/2025**

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

REQUIRED APPROVALS

DocuSigned by: A3539E7AEC764F4... 8/12/2025
Finance - Contracts — Date

Signed by: Alicia Jones DA7E8DCC1E7B47D... 8/13/2025
Contract Specialist — Date

Signed by: Scott Norris 60C68A6F70824BB... 8/13/2025
Legal Counsel — Date

DocuSigned by: Jan Fritz DC163612480E4EC... 8/13/2025
Chief Administrative Officer — Date

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

CONSTRUCTION CONTRACT PW-6797-25

This Contract made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, North Santiam Paving Co. hereinafter called the "Contractor" for the Project entitled: THE CONSTRUCTION OF NORTH FORK ROAD SLIDE REPAIR AT MILEPOST 3.0.

WITNESSETH

Contractor, in consideration of the sum of $664,310.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

1. 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:

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

f. Incorporation of Provisions.

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

g. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, 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.

h. 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.

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MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

NORTH FORK ROAD SLIDE REPAIR AT MILEPOST 3.0

MARION COUNTY, OREGON

Bid Publication Date: July 9, 2025

Bid Opening: July 24, 2025

MARION COUNTY BID #: PW1703-25

OREGONBUYS BID SOLICITATION #: S-C25102-00014187

ONEOFFICE NO. 2025-205
ACCOUNTING PROJECT NO. 106184

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Willis	Commissioner
Kevin Cameron	Commissioner

Brian Nicholas, Director of Public Works



Electronic copies of this Invitation To Bid and attachments, if any, can be obtained from the Marion County Procurement Portal at the URL:

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

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INTRODUCTION

1.1 Description of Work

Construct a rock buttress, MSE wall, and drainage as called for in the Specifications and such additional Incidental Work as requested by the Engineer. The estimated cost range is $750,000 to $1,100,000.

1.2 Requests for Clarification or Changes

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

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on July 24, 2025. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at: https://contracts-marioncountygcc.msappproxy.net/gateway/.

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

PUBLIC BID OPENING
Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on Thursday, July 24, 2025, 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 North Fork Road Slide Repair at Milepost 3.0.

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

1.4 Revision or Withdrawal of Bids

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

1.5 Time for Completion of Work

Complete all Work to be done under the Contract no later than October 15, 2025

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.6 Funding

This project is locally funded.

1.7 Project Information

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

Alicia Jones	503-373-4320	pwcontracts@co.marion.or.us

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1.8 Bid Guarantee

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid per 00120.40(e).

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

1.9 Applicable Specifications

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

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

1.10 Prevailing Wage Rate Requirements

The Contractor must comply with all of the Oregon Revised Statutes for Public Works Contracts.

The Project is subject to the applicable Oregon prevailing wage rate law (BOLI) and any amendments last published prior to the advertisement date listed on the bid document cover page. It is not subject to the Davis Bacon Act. See detailed requirements in the sample contract.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package as **one pdf file:**

- Fillable Bid Schedule – Attachment A
- Bid Certification – Attachment B
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e)) – Attachment C
- Drug and Alcohol Testing Policy Certification – Attachment D

NOTE: All mandatory submission forms must be combined and submitted as one pdf file.

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

- First-Tier Subcontractor Disclosure Form – Attachment E

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.12 Bid Evaluation

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

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1.13 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.14 Contract Expiration Date

Contract 2025-205 expires on October 15, 2026.

BID SCHEDULE
Marion County Public Works
North Fork Road MP 3.0 Slide Repair
Marion County Bid Solicitation #: PW1703-25
OregonBuys Bid Solicitation #: S-C25102-00014187
OneOffice #: 2025-205

PROJECT NUMBER 1 - NORTH FORK ROAD MP 3.0 SLIDE REPAIR

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100000A	MOBILIZATION	1.00	LS	$101,700.00	$101,700.00
0221-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	LS	$5,250.00	$5,250.00
0222-0102000J	TEMPORARY SIGNS	146.00	SF	$40.00	$5,840.00
0222-0164000E	PORTABLE CHANGEABLE MESSAGE SIGNS	2.00	EA	$4,875.00	$9,750.00
0223-0168000T	FLAGGERS	32.00	HRS	$90.00	$2,880.00
0224-0105000E	TEMPORARY BARRICADES TYPE III	6.00	EA	$170.00	$1,020.00
0224-0145000E	TEMPORARY PLASTIC DRUMS	36.00	EA	$110.00	$3,960.00
0227-0158000A	PORTABLE TRAFFIC SIGNAL	1.00	LS	$10,000.00	$10,000.00
0280-0100000A	EROSION CONTROL	1.00	LS	$2,500.00	$2,500.00
0280-0106020E	CHECK DAMS, TYPE 2	2.00	EA	$225.00	$450.00
0280-0110010E	CONSTRUCTION ENTRANCE, TYPE 1	1.00	EA	$1,200.00	$1,200.00
0290-0100000A	POLLUTION CONTROL PLAN	1.00	EA	$250.00	$250.00
0305-0100000A	CONSTRUCTION SURVEY WORK	1.00	LS	$9,000.00	$9,000.00
0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	$2,600.00	$2,600.00
0320-0100000A	CLEARING AND GRUBBING	1.00	LS	$8,000.00	$8,000.00
0330-0105000K	GENERAL EXCAVATION	6,200.00	CY	$22.50	$139,500.00
0330-0126000K	STONE EMBANKMENT	4,900.00	CY	$60.00	$294,000.00
0333-0100000J	AGGREGATE DITCH LINING	110.00	SQYD	$58.00	$6,380.00
0350-0103000J	RIPRAP GEOTEXTILE, TYPE 1	1,200.00	SQYD	$4.60	$5,520.00
0430-0100120F	12 INCH DRAIN PIPE	120.00	FT	$48.00	$5,760.00
0430-0101000E	SUBSURFACE DRAIN OUTLETS	2.00	EA	$2,100.00	$4,200.00
0596-A002000A	RETAINING WALL, MSE	1.00	LS	$40,000.00	$40,000.00
0640-0101000M	AGGREGATE SHOULDERS	20.00	TON	$85.00	$1,700.00
1030-0108000R	PERMANENT SEEDING	0.10	ACRE	$28,500.00	$2,850.00

OneOffice 2025-205 - PROJECT NUMBER 1 TOTAL **$664,310.00**

OneOffice 2025-205 - TOTAL EXTENSION **$664,310.00**

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ATTACHMENT B – BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco

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Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: $ 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.

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

Acknowledgement of receipt of addenda:

No. n/a **Date:** _____
No. ____ **Date:** _____
No. ____ **Date:** _____
No. ____ **Date:** _____
No. ____ **Date:** _____

[The remainder of this page intentionally left blank.]

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Bid Bond # 2560

ATTACHMENT C – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that North Santiam Paving Co +, hereinafter called the Principal, and Federal Insurance Company, a Corporation organized and existing under and by virtue of the laws of the state Indiana duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the sum of **Ten Percent of Amount Bid ** Dollars ($*10% of Bid Amount*), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for North Fork Road Slide Repair at Milepost 3 said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the sum as liquidated damages.

Signed and sealed this 21st day of July, 2025

North Santiam Paving Co
Principal

By: _____

Federal Insurance Company
Surety

By: _____ Shellie Loop
Attorney-in-Fact

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.

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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 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.**

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 Contuzzi
NOTARY PUBLIC OF NEW JERSEY
My ID #2022 [illegible]
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 21st Day of July, 2025

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

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

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

Contract #1	Circle Blvd Reconstruction & Resurfacing
Location (city/state)	Corvallis, Oregon
Owners Name	City of Corvallis - Josh Bjornstedt - josh.bjornstedt@corvallisoregon.gov
Type of Work	Reconstruction of Circle Blvd from Hwy 99 to US20 in Corvallis
% Completed	100% - $3,907,000
Estimated Completion Date	December 2023

Contract #2	Queen Avenue Rehabilitation
Location (city/state)	Albany, Oregon
Owners Name	City of Albany - Chris Cerklewski - chris.cerklewski@albanyoregon.gov
Type of Work	2700 ft of roadway rehab including curbs, walks, ramps and utilities
% Completed	100% - $4,187,000
Estimated Completion Date	December 2024

Contract #3	US20 (0160 Santiam Hwy MP 58.75-MP 63.75 Paving
Location (city/state)	Tombstone, Oregon
Owners Name	ODOT Region 2 - Mike Metz - michael.metz@odot.oregon.gov
Type of Work	2" overlay paving of travel lanes and shoulders with striping
% Completed	100% - $1,303,000
Estimated Completion Date	August 2024

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

#1 Project Owner Reference	
Reference Name	Josh Bjornstedt
Business or Employer	City of Corvallis Public Works
Telephone	(541) 766-6731
Project Name/$ Amount	Circle Blvd / $3,907,000; Mary's River Path / $360,000

#2 Project Owner Reference	
Reference Name	Joanne Robinson
Business or Employer	ODOT Region 2
Telephone	(503) 569-8015
Project Name/$ Amount	Price Agreement: On-Call Region 2 Paving - Ongoing

#1 Subcontractor Reference	
Reference Name	Rob Hatch
Business or Employer	Hatch Western Company Inc.
Telephone	(503) 557-9898
Project Name/$ Amount	Cold Plane Subcontractor on Numerous Projects

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

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

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
(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. Manger

Michael Aus, Corporate Secretary

Dylan J. Bochsler, Treasurer

Dated this 24th day of July, 2025.

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

Email Address: quotes@nspor.com

Tax ID # 93-0627856

Business Organization: (Check one)

☒ Corporation ☐ Limited Liability Company ☐ Joint Venture

☐ Partnership ☐ Sole Proprietorship ☐ Other _____

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

Bond No. K41756445

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 MARION COUNTY), the amount of "Six Hundred Sixty Four Thousand Three Hundred Ten and no/100" Dollars ($**664,310.00**) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated August 5, 2025, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Slide Repair at Milepost 3.

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

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for North Fork Slide Repair at Milepost 3 are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

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

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of August, 2025.

Federal Insurance Company	North Santiam Paving Co
SURETY	CONTRACTOR
By: Shellie Loop	By:
Title: Attorney-In-Fact	Title: PRESIDENT
P O Box 190	P O Box 516
Street Address	Street Address
Stayton OR 97383	Stayton OR 97383
City State ZIP	City State ZIP
503-769-7105	503-769-3436
Phone Number	Phone Number

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

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 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.**

Rupert HD Swindells, Assistant Secretary

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. 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 5th Day of August, 2025

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

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

Bond No. K41756445

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 and ODOT, as duel OBLIGEE, in the sum of **Six Hundred Sixty Four Thousand Three Hundred Ten and no/100** Dollars ($ **664,310.00**) 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 August 5, 2025, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Slide Repair at Milepost 3.

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 OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

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

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

obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of August, 2025.

Federal Insurance Company	North Santiam Paving Co
SURETY	CONTRACTOR
By: Shellie Loop	By:
Title: Attorney-In-Fact	Title: PRESIDENT
P O Box 190	P O Box 516
Street Address	Street Address
Stayton, OR 97383	Stayton, OR 97383
City, State Zip	
503-769-7105	503-769-3436
Phone Number	Phone Number

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

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 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.**

Rupert HD Swindells, Assistant Secretary

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. 50202[illegible]
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 5th Day of August, 2025

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

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

ATTACHMENT D – DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

__X__ Yes _____ No

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

Please print or type:

Company Name North Santiam Paving Co.

Name/Title Ronald R. Bochsler, President

Address PO Box 516, Stayton, OR 97383

Signature _____

Date July 24, 2025

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

ATTACHMENT E – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

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

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "Santiam River (Gates) Bridge" (see Invitation To Bid cover page).

Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name North Fork Road Slide Repair MP 3.0

ECMS Contract # PW1703-25

Bid Opening Date July 24, 2025

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	Dollar Amount
NONE	
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Wage Rates are Subject to Change - Modifications or amendments to BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page for modifications and amendments up until Bid Opening.

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SPECIAL PROVISIONS

PART 00100 - GENERAL CONDITIONS

Replace "PART 00100 – GENERAL CONDITIONS" of the 2024 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at http://www.co.marion.or.us/PW/Engineering and included in these Special Provisions by reference.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
  www.atssa.com
- ODOT Construction Section - Qualified Products List (QPL)
  www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.10 Award of Contract – Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

Add the following subsection:

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00150.23 Electronic Submittals and Requests for Information –The contractor shall create a free account in the Agency's Construction Management program at https://connex.rtvision.com/contracts/awarded.

The instructions to set up the account are available at:

Creating a ConneX Account - bidVAULT and ConneX - RTVision Wiki

Each organization can have multiple accounts under that organization. Once contractors add their organization, we will link them to the existing organizations already setup in our site/database and linked to active contracts since we have migrated data to 'connect'. Access to add submittals/RFIS is all done from the ConneX link above.

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Determine the exact location before excavating within …" with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c).

Add the following to the end of the bullet list:

- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration's "Table A – Minimum Clearance Distances".

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor is responsible to follow rules adopted by the Oregon Utility Notification Center, as set forth in OAR 952-001-0010 through OAR 952-001-0090.

Table 00150-1

Utility	Contact	Contact Information
SCTC	John Eckis	503-932-3794
Consumer Power (CPI)	Adrian Smith	541-929-8636

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

00165.10(a) Field-Tested Materials - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type **D** Project.

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SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages per Occurrence	Combined Single Limit	Annual Aggregate Limit
• Commercial General Liability	$1,000,000	$2,000,000
• Commercial Auto Liability	$1,000,000	(Aggregate limit not required)

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions modified as follows:

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
Special Events	00220.40(e)(2)(b)
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 submit a Type **B** schedule.

Add the following subsection:

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than October 15, 2025.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

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(1) The amount of $1502 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.

Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions modified as follows:

00190.20(f)(2) Scale Without Automatic Printer - Replace the paragraph that begins "The Contractor shall inform..." with the following paragraph:

If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of their intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

Pay costs for the weigh witness at $35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at $35.00 per hour.

SECTION 00199 – DISAGREEMENT, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions.

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 Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

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SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullet*(s)* to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

00220.40(e)(1) Single Lane Closures – One Traffic Lane on the North Fork Road SE may be closed as follows:

- Daily, Monday through Friday, between 7:00 a.m. and 6:00 p.m.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.06(c) Tourist-Oriented Directional and Business Logo Signs – Replace this subsection with the following:

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.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.

- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block along the road where parking is prohibited, facing incoming traffic.

- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

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SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.90 Payment – Delete the following bid item:

(b) Traffic Control Supervisor.....Each or Hour

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00227 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION

Comply with Section 00227 of the Standard Specifications modified as follows:

00227.00 Scope – Add the following paragraph:

Furnish a portable traffic signal system meeting the requirements of 00227.13 and 00227.43.

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.

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

00280.02 Definitions - Delete the definition **Wet Season Work**

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of 8 inches.

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.

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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 watertight beds or drain saturated loads prior to leaving the Project Site.

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at:

https://www.wunderground.com/forecast/us/or/lyons

00280.64(a) Corrective Action Timelines – Delete the bullet that begins "If completion of corrective action is not feasible…"

Delete the bullet that begins "Provide a schedule for clean-up and corrective actions…"

Delete the bullet that begins "Provide all corrective action documentation and photographs…"

00280.90 Payment – Delete the following bid item:

Erosion and Sediment Control Manager.....Lump Sum

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

00290.30(a)(7) Water Quality:

- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. 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.

(8) Treated Wood - Treated wood includes any wood treated with any pesticide or wood preservatives. below:

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

Add the following subsection:

00290.36(a)(1) Bird Management - Bird management activities shall comply with the Migratory Bird Treaty Act. Ensure that the Agency and its agents have access to the project area, as needed to manage bird nesting activities. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

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Do not disturb migratory bird nesting habitat (shrubs, trees and structures) or clear vegetation from March 1 to September 1 each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

00290.90 Payment - Add the following paragraph(s) to the end of this subsection:

No separate or additional payment will be made for work zone fencing.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

00320.80 Measurement – At the end of this subsection add the following sentence:

The estimated quantity of clearing and grubbing is 10,000 square feet.

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.

00330.16(a) Requirements – Replace the first sentence of this subsection with the following:

Furnish an unweathered, hard, crushed, angular, durable, free-draining material, visibly well-graded from coarse to fine with the maximum size between 15 inches and 3 inches.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

Add the following subsection:

00330.41(a)(13) Dewatering Plan – Submit a Dewatering Plan 14 days prior to the start of excavation. The plan should include one of the following methods:

(1) A drainage path for the seepage water from the excavation slope to escape.

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(2) Installation of a temporary dewatering system as required to remove accumulated seepage water in the excavation area.

Water collected shall be treated and disposed of in a manner meeting local, state, and federal environmental regulations and requirements. Discharged water treatment may require the use of filter bags or baker tanks prior to disposal.

Water shall be kept from the buttress subgrade and the Contractor shall avoid disturbing saturated subgrade material with construction equipment. Do not begin excavation until the dewatering plan is approved by the Engineer.

00330.92 Kinds of Incidental Earthwork – Add the following Bullet at the end of the list:

- The dewatering design and implementation of plan.

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph to the end of this subsection:

Evenly apply 12 inches of topsoil to the embankment to provide a suitable planting area for permanent seeding. If native topsoil is unsuitable for planting furnish a commercially available topsoil. The topsoil shall contain no substance detrimental to the growth of plants and free of plants designated by the Oregon Department of Agriculture as a Type "A: or Type "B" weeds.

SECTION 00332 AGGREGATE DITCH LINING

Section 00332, which is not a Standard Specification, is included in this Project by Special Provision.

00333.00 Scope - This Work consists of furnishing and placing aggregate ditch lining at locations shown or directed.

00333.10 Materials - Furnish materials meeting the following requirements:

- PVC pipe that complies with 02510.50.
- 20 mm impervious PVC liner

Provide a hard durable rock or gravel with a moisture binder of clay material that provides a tight, erosion-resistant surface meeting the following grading requirements:

Sieve Size Passing	Percentages (by Weight)
6"	100
4"	30 - 50
2"	20 - 30
No. 200	15 - 25

Construction

00333.40 General – Install impervious PVC liner and aggregate material to the lines and grades shown or as directed.

Measurement

00333.80 Measurement - The quantities of aggregate ditch lining will be measured on the area basis of the actual surface area of the wetted perimeter of the lined ditch.

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Payment

00333.90 Payment - The accepted quantities of aggregate ditch lining will be paid for at the Contract unit price, per square yard, for the item "Aggregate Ditch Lining".

Payment will be payment in full for furnishing 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 excavation, impervious liner, and aggregate material.

Pipe will be paid according to 00445.91(b).

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 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications modified as follows:

00430.10 Materials – Delete Perforated Polyvinyl Chloride Pipe.

SECTION 00596A - MECHANICALLY STABILIZED EARTH RETAINING WALLS

Comply with Section 00596A of the Standard Specifications modified as follows:

00596A.01 Proprietary MSE Walls - Add the following to the end of this subsection:

Select one of the following preapproved proprietary MSE retaining wall systems for the wall as shown:

- Welded Wire Wall, MSE Retaining Wall System, provided by Hilfiker Retaining Walls, telephone: 800-762-8962.
- MSE Plus™, MSE Retaining Wall System, provided by SSL™, telephone: 831-430-9300.

00596A.04(b) Design Calculations - Add the following to the end of this subsection:

The following retaining wall design parameters have been established for this Project:

MSE Wall: Station 100+05 to Station 100+35 Lt.

- Foundation soil unit density: 130 lbs./cu. ft.
- Foundation soil angle of internal friction: 42 degrees
- Foundation soil nominal (unfactored) bearing resistance:

Limit State	Factored Bearing Resistance (ksf)	Resistance Factor
Service	12.0	1.00
Strength	24.0	0.65
Extreme Event	32.0	0.90

- Retained stone embankment fill unit density: 135 lbs./cu. ft.
- Retained stone embankment fill angle of internal friction: 42 degrees
- Reinforced granular backfill unit density: 130 lbs./cu. ft.
- Reinforced granular backfill angle of internal friction: 34 degrees
- Peak ground acceleration coefficient (*PGA*): 0.203 g
- Short period spectral acceleration coefficient (S_S): 0.436 g
- Long period spectral acceleration coefficient (S_1): 0.173 g
- Site class: D
- Peak seismic ground acceleration coefficient
    - Modified by zero period site factor (A_s): 0.2831 g
    - Horizontal seismic acceleration coefficient (kh): 0.142
- Minimum length of soil reinforcement for overall stability: 35 ft.
- Minimum length of soil reinforcement for external stability: 35 ft.

00596A.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of retaining walls are:

MSE Wall :

Station Limits	Area
Sta. 100+05 to Sta. 100+35 Lt.	240 sq. ft.

The estimated quantities of listed Materials are:

MSE Wall: Sta. 100+05 to Sta. 100+35 Lt.

Material	Estimated Quantities
Granular Backfill	312 cu. yd.
Soil Reinforcement	323 foot

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

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02320.20 Geotextile Property Values – Replace Table 02320-3 with the following table:

Table 02320-3 Geotextile Property Values for Sediment Fence [1]

Geotextile Property	ASTM Test Method	Unit	Geotextile Property Requirements Woven and Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30
Permittivity (minimum)	D 4491	sec^{-1}	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70

[1] All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe – Replace this subsection, except for the subsection number and title, with the following:

Furnish polypropylene pipe and fittings as follows:

(a) Non-Pressure Storm Sewers and Culverts - Furnish polypropylene pipe and fittings for non-pressure storm sewers and culverts from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764, ASTM F2881, or AASHTO M 330 Type S
Triple Wall Pipe .....ASTM F2764 or AASHTO M 330 Type D
Watertight Joints.....ASTM D3212

(b) Non-Pressure Sanitary Sewers - Furnish polypropylene pipe and fittings for non-pressure sanitary sewers from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764
Triple Wall Pipe .....ASTM F2764
Watertight Joints..... ASTM D3212

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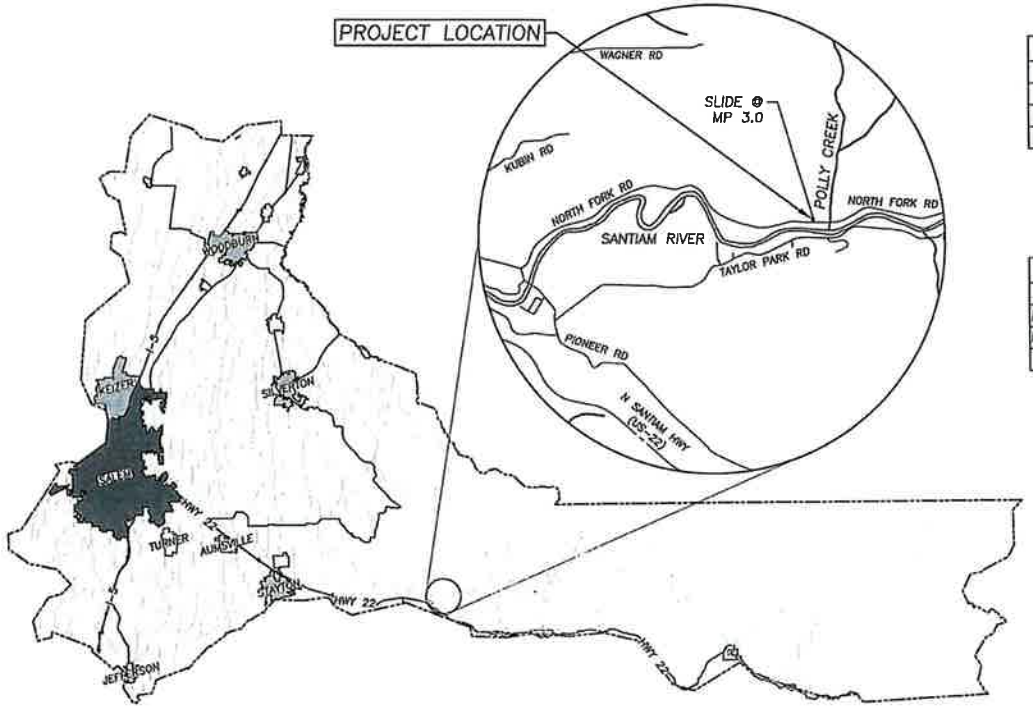
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

PLANS FOR PROPOSED PROJECT

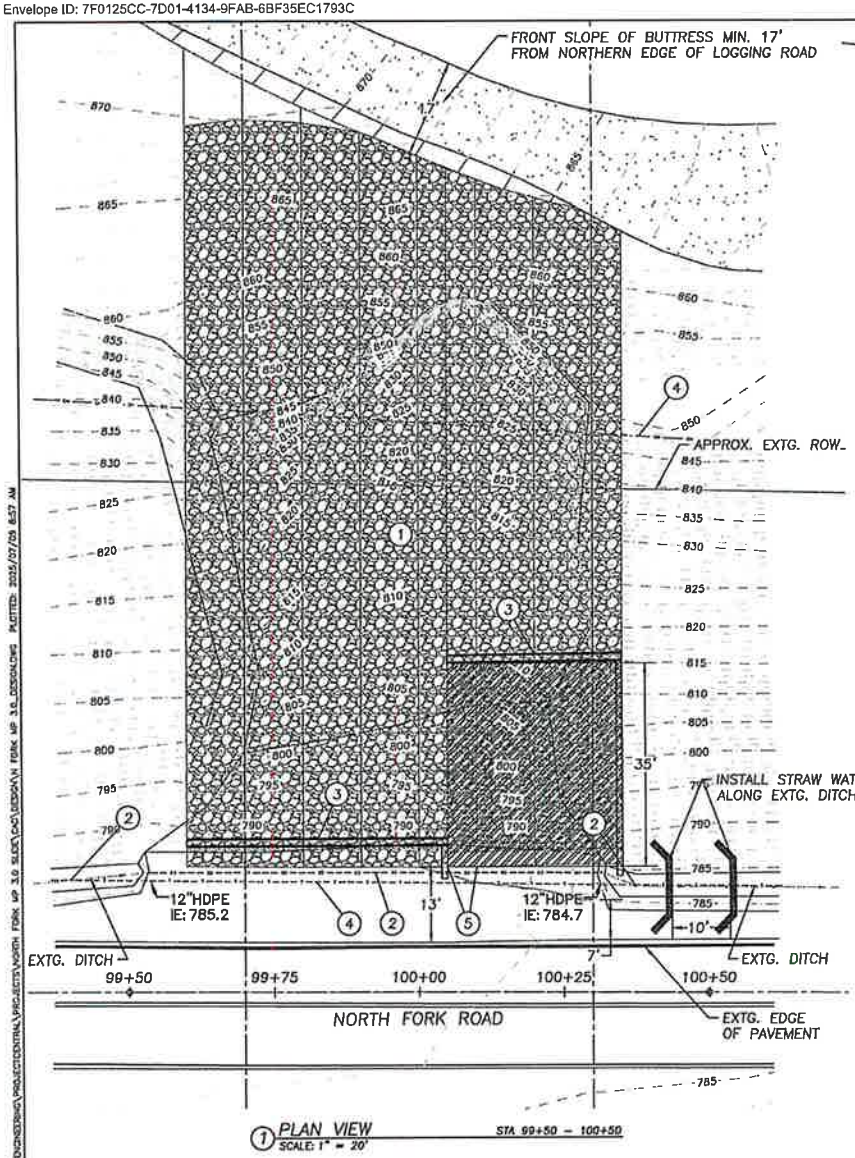
ROAD STABILIZATION

NORTH FORK MP 3.0 SLIDE REPAIR

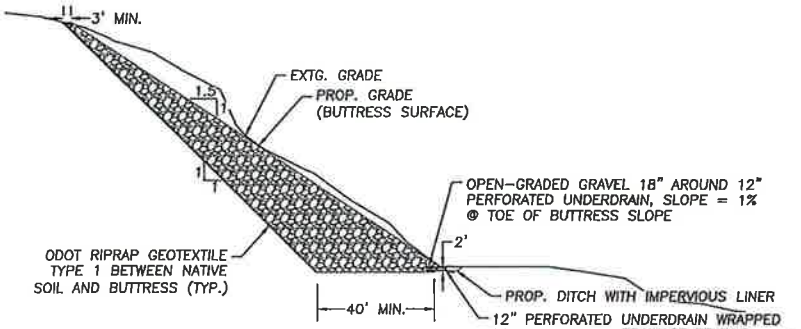
MARION COUNTY, OREGON, JULY 2025


PROJECT LOCATION
WAGNER RD
SLIDE @ MP 3.0
POLLY CREEK
KUBIN RD
NORTH FORK RD
NORTH FORK RD
SANTIAM RIVER
TAYLOR PARK RD
PIONEER RD
N SANTIAM HWY (US-22)
HWY 22
HWY 22
HWY 22

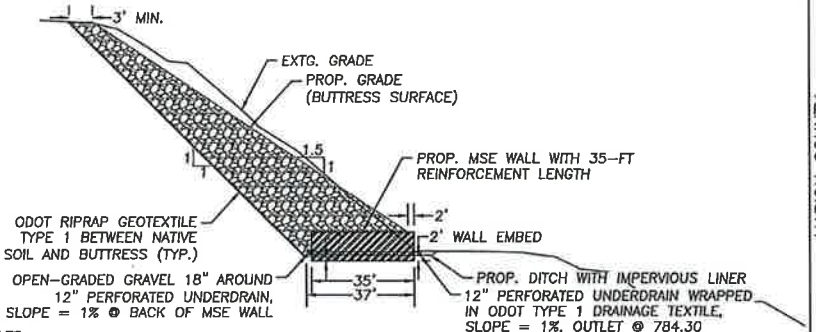
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① PLAN VIEW
SCALE: 1" = 20'
STA 99+50 – 100+50



② TYPICAL SECTION 1
SCALE: NTS
STA 99+60 – 100+05
VERTICAL SCALE: NTS



③ TYPICAL SECTION 2
SCALE: NTS
STA 100+05 – 100+35
VERTICAL SCALE: NTS

CONSTRUCTION KEYNOTES

1. BUTTRESS TO BE CONSTRUCTED BETWEEN STA 99+60 AND STA 100+30
2. REMOVE EXISTING STORMWATER PIPE (12" HDPE) AT TOE OF SLOPE AND REGRADE WITH PROPOSED DITCH WITH IMPERVIOUS LINER AS SHOWN (DITCH TYPICAL SECTION SHOWN ON SHEET J-2)
3. INSTALL 12" PERFORATED UNDERDRAIN PIPE AT TOE OF BUTTRESS SLOPE AND BACK OF MSE WALL (TYPICAL SECTION SHOWN ON SHEET J-2)
4. PRESERVE AND PROTECT EXISTING UTILITY LINES
5. TRANSITIONAL SECTION FROM TYPICAL SECTION 1 AND TYPICAL SECTION 2 BETWEEN STA 100+05 AND STA 100+10. CONTRACTOR TO FEATHER THE TEMPORARY EXCAVATED SLOPE TO ENSURE THE SLOPE TRANSITION IS SMOOTH

EROSION CONTROL NOTES:

1. DISTURBED PROJECT AREA IS LESS THAN 1 ACRE TOTAL.
2. ALL DISTURBED AREAS NOT PROTECTED WITH RIPRAP SHALL BE SEEDED.
3. INSTALL STRAW WATTLES DOWNSLOPE ACROSS EXISTING DITCH AS SHOWN (SEE ODOT STD. DWG. 1030).
4. ADDITIONAL EROSION CONTROLS MAY BE NECESSARY.

N

0 20'

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
86,015
OREGON
JANUARY 22, 2013
STEVEN L. PRESZLER
EXPIRES 12-31-2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

NORTH FORK MP 3.0 SLIDE REPAIR

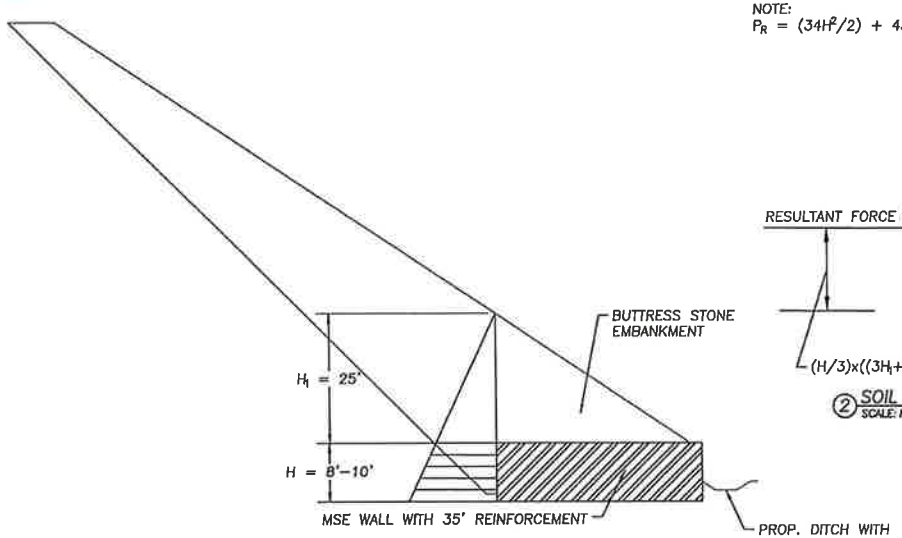
PROJECT NO.:	106184
ECMS NO.:	2025-205
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	960-005
HORIZ. DATUM:	ORS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	L. MURPHY

TITLE:
PLAN AND SECTION VIEWS

SHEET:
J-1

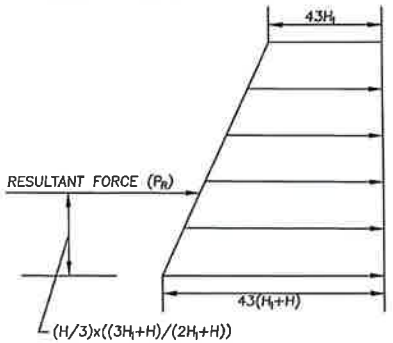
FILE: C:\UNCONSCIOUS\PROJECTS\CENTRAL\PROJECTS\NORTH FORK MP 3.0 SLIDE\CAD\DESIGN\N FORK MP 3.0_DESIGN.DWG PLOTTED: 2025/07/09 8:57 AM

Docusign Envelope ID: 7F0125CC-7D01-4134-9FAB-6BF35EC1793C



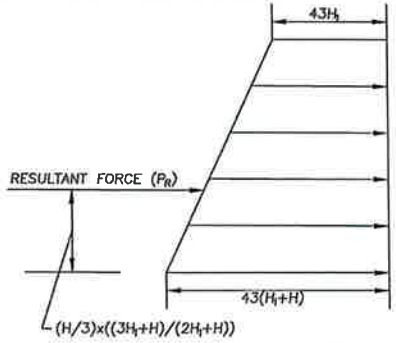
① LATERAL EARTH PRESSURE DISTRIBUTION FOR MSE WALL
SCALE: 1" = 20'

NOTE:
$P_R = (34H^2/2) + 43H_1(H)$ LBS/FT WALL



② SOIL BACKFILL COMPONENT
SCALE: NTS

NOTE:
$P_R = (34H^2/2) + 43H_1(H)$ LBS/FT WALL



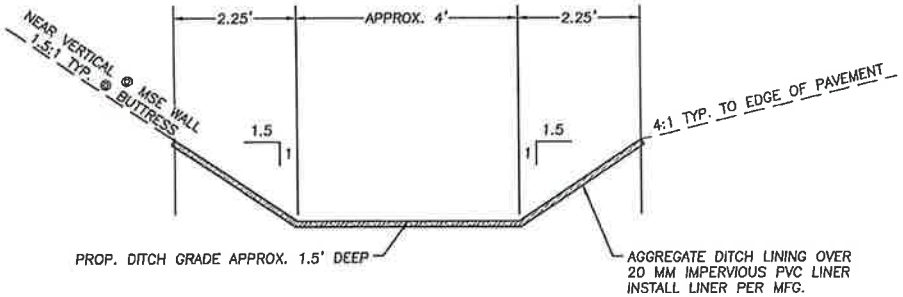
③ SEISMIC BACKFILL COMPONENT
SCALE: NTS

GEOTECHNICAL INFORMATION:

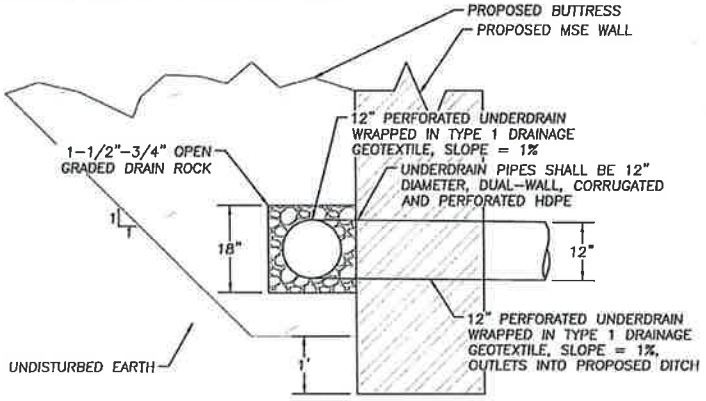
1. MSE WALLS ARE DESIGN FOR THE FOLLOWING SOIL PROPERTY VALUES:
   - 1.1. REINFORCED FILL (DENSITY = 130 PCF, INTERNAL FRICTION ANGLE = 34')
   - 1.2. RETAINED BACKFILL (DENSITY = 135 PCF, INTERNAL FRICTION ANGLE = 42')
   - 1.3. FOUNDATION SOIL (DENSITY = 130 PCF, INTERNAL FRICTION ANGLE = 42')

REQUIREMENTS FOR MSE WALLS:

1. PROVIDE A MINIMUM SERVICE LIFE OF 100 YEARS FOR ALL COMPONENTS.
2. MEET THE FOLLOWING MINIMUM FACTORS OF SAFETY FOR STATIC CONDITIONS:
   - 2.1. SLIDING: FS = 1.5
   - 2.2. OVERTURNING: FS = 2.0
3. FOR SOIL REINFORCEMENTS USED IN THE PERMANENT MSE WALL, USE A GLOBAL FACTOR OF SAFETY OF 1.1 FOR ULTIMATE LIMIT STATE CONDITIONS.
4. COMPUTE ALLOWABLE BEARING CAPACITY USING A MINIMUM FACTOR OF SAFETY OF 3.0 FOR MSE WALLS FOR SERVICE 1 LIMIT STATE.



④ PROPOSED DITCH TYPICAL SECTION
SCALE: NTS



⑤ PERFORATED UNDERDRAIN PIPE TYPICAL SECTION
SCALE: NTS

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
86,015
OREGON
JANUARY 21, 2014
STEVEN L. PRESZLER
EXPIRES: 12-31-2026

MARION COUNTY

NORTH FORK MP 3.0 SLIDE REPAIR

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	108184
ECMS NO.:	2025-205
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	850-005
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	S. PRESZLER
DRAWN BY:	L. MURPHY

TITLE:
MSE WALL DETAILS

SHEET:
J–2

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\NORTH FORK MP 3.0 SLIDE\DAS\DESIGN\N FORK MP 3.0 MSEWALLDWG PLOTTED: 2026/02/09 8:57 AM

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 20, 2025

Department: Public Works

Title: Public Hearing for Zone Change/Comprehensive Plan Change/Partition (ZC/CP/P) 19-005/Lois Pfennig, Trustee of the Henry O. and Lois M. Pfennig Trust

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

Time Required: 10 min **Contact:** Austin Barnes **Phone:** 503-566-4174

Requested Action:

Staff recommends the application be approved. Other options for consideration are:
1. Continue the public hearing.
2. Close the public hearing and leave the record open, to deliberate at a later date.
3. Close the public hearing and approve, modify, or deny the request.
4. Remand the matter back to the hearings officer.

Issue, Description & Background:

This application was remanded from LUBA for further review by Marion County. The Marion County Board of Commissioners originally approved the application on February 24, 2021. This was subsequently appealed to LUBA. LUBA remanded the application to the County to obtain more findings to justify the approval. The applicant addressed those items and submitted a revised application. The Marion County Hearings Officer held a duly noticed hearing on the application on September 8, 2022, and on June 2, 2025, issued a recommendation to approve the application. The Hearings Officer found that the applicant met all applicable criteria for the comprehensive plan amendment and zone change. Now, the Board of Commissioners must hold a hearing to issue a final decision on the matter.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Hearings Officer Recommendation

Presenter:

Austin Barnes

Department Head Signature:

for Brandon Reich

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of	)	Case No. CP/ZC/P 19-005
	)	
Lois Pfennig, Trustee of The Henry O.	)	**COMPREHENSIVE PLAN AMENDMENT**
and Lois M. Pfennig Trust	)	**ZONE CHANGE and PARTITION**

RECOMMENDATION

I. Nature of the Application

This matter is before the Marion County Hearings Officer on the Application of Lois M. Pfenning, Trustee of the Henry O. and Lois M. Pfenning Trust to change the comprehensive plan designation from Special Agriculture to Rural Residential and to change the zone from SA (Special Agriculture) to AR-10 (Acreage Residential), on a 20.46 -acre parcel, then partition that parcel into two lots of 10 and 10.46 acres, located in the 2400 block of 62nd Avenue SE, Salem (T8S; R2W; Section 4A; tax lot 2800).

II. Relevant Criteria

The standards and criteria relevant to this Application are found in the Marion County Comprehensive Plan (Rural Development Policies), and the Marion County Code (MCC) Title 17, especially MCC 17.123, MCC 17.128, and MCC 17.172. Policies relevant to this Application are also found in the State of Oregon Statewide Planning Goals, and Oregon Administrative Rules (OAR 660–004–018 and OAR 660–004–028).

III. Public Hearing

A public hearing was held on this matter on September 8, 2022. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the Application:

1.	Austin Barnes	Marion County Planning Division
2.	Wallace Lien	Attorney for Applicant
3.	Larry Pfennig	In Support of Application
4.	Roger Kaye	Friends of Marion County

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

A request was made at the hearing to leave the written record open to submit additional materials. Pursuant to ORS 197.763(6)(a), prior to the close of the evidential hearing, any participant may ask to present additional evidence, argument, or testimony on the applications, and the hearings officer shall grant the request by continuing the hearing to a later date, or by keeping the record open to submit the information in writing. The hearings officer granted an open record period.

The following submissions were received during the open record period:

1. Submission by Friends of Marion County Received September 20, 2022 with attached Exhibit Map

2. Applicant's Open Record Submittal

IV. Executive Summary and Background

Applicant applied for an irrevocably committed exception to Goal 3 and Goal 14 in the original application in 2019. Planning staff and the hearings officer denied the application. The Board of Commissioners approved the application on March 24, 2021, Ordinance No. 1429. Friends of Marion County appealed the decision to the Land Use Board of Appeals (LUBA). LUBA concluded that the County's decision relied on findings that did not comply with applicable rules and that were not supported by substantial evidence. LUBA determined that the standards for an irrevocably committed exception had not been met.

Applicant submitted a supplemental justification to resolve the concerns raised by LUBA in its remand of the Board's prior approval. As part of the revised application, Applicant modified the request for the AR-2 zone to the AR-10 zone. Because 10 acres are not considered urban in nature, the requirement for a Goal 14 Exception is eliminated.

Applicant submitted additional materials to address the evidence to support the determination and has established compliance with all applicable criteria. The testimony and affidavit of Larry Pfennig are compelling because Mr. Pfennig is the farmer who has attempted to keep the subject property in farm use, but based on several issues has determined that farming is simply impractical on the subject property. The additional findings, along with the modified application, are sufficient to overcome the standards required to take this property out of exclusive farm use. Applicant has shown that the relationship between the subject property and the adjacent lands has irrevocably committed the subject property to uses allowed by Goal 3, and that the uses allowed by the goal are impracticable. The Hearings Officer recommends **APPROVAL** of the Application with conditions of approval stated herein and robust findings of fact to support a determination that farm use cannot coexist with surrounding uses.

This case presents a difficult analysis of conflicting issues for farming viability and protection of farmlands. Larry Pfennig's Affidavit addresses the subject property's relationship with surrounding parcels and presents sufficient findings that farming is impracticable on the subject property. Mr. Pfennig's statements are based on his experience as a life-long farmer, and present sufficient support to approve the application. Robust findings of fact must be included in an Order to withstand scrutiny from the Land Use Board of Appeals. It is recommended that Applicant provide additional evidence at the BOC hearing to support Applicant's decision to stop farming the property, and additional evidence to establish that the issues suffered on the property are not an inevitable consequence of Applicant's decision not to farm, other than cover crops.

Planning suggests a 300-foot special setback if approval is recommended. Applicant objects. Further factual support is needed to justify a special setback of over 100 feet.

V. Findings of Fact

The Hearings Officer, after careful consideration of the testimony and evidence in the record, issues the following finding of fact:

1. The property is located west of 62nd Avenue SE, south of Macleay Road SE, and north of Culver Drove SE. The property is unimproved and has a small amount of frontage on an undeveloped right-of-way identified as Wickiup Street SE and access from Whispering Way SE, a private easement. The parcel is currently being farmed and is specially assessed for agriculture by the Marion County Tax Assessor's Office. Soils on the subject parcel are composed of Amity (Am), Woodburn (WuA), Concord (Co), and Silverton (SuC) Class II and III silt loam soils that are defined as high value for agriculture. The property is described in its current configuration in deeds as far back as 1958 and is a legal parcel for land use purposes.

2. Surrounding properties to the west and south are zoned SA and composed of small to medium sized lots in agricultural and rural residential use. Property to the north and east is zoned AR and developed with small rural residential lots.

3. Applicant seeks to create a revised partition of the 20.46 acre property into two parcels of 10.46 acres and 10 acres.

4. Marion County Planning Division requested comments from various governmental agencies. The following comments were received in response to the Applicant's first application requesting AR-2 zoning. No further request for comments was made for Applicant's modified application, and therefore, the comments received reference the original application:

   Marion County Public Works Land Development and Engineering Permits (LDEP) requested that the following conditions be included in the land use case:

   ENGINEERING CONDITIONS

   Condition A - On the plat, show sufficient right-of-way dedication to serve the future AR-2 lots.

   Condition B - Prior to plat approval, provide a stormwater detention template plan prepared by a licensed civil engineer addressing stormwater detention on each of the proposed lots to be constructed in conjunction with homebuilding.

   Condition C - Prior to plat approval, provide a notarized Road Maintenance Agreement (RMA) regarding the proposed shared access easement."

   ENGINEERING REQUIREMENTS

   D. In accordance with Marion County Code 11.10, driveway "Access Permits" for access to the public right-of-way will be required upon application for building permits for a new dwelling on any of the resulting parcels. Driveways must meet sight distance, design, spacing, and safety standards.

   E. The subject property is within the unincorporated area of Marion County and will be assessed Transportation & Parks System Development Charges (SDCs) upon

application for building permits, per Marion County Ordinances #00-JOR and #98-40R, respectively.

F. Individual lot stormwater detention systems, typically exfiltration pipes inside round rock trenches, would need to be constructed and inspected prior to final building inspection. An On-site Stormwater Discharge Permit is required from MCPW Engineering for the template design to serve typical lots, and a Plumbing Permit is required from the Building Department for actual construction inspection.

G. Utility work within the public right-of-way requires permits from MCPW Engineering.

H. The subject property is situated within Marion County's DEQ-defined Stormwater Management Area (SMA). Marion County has been delegated authority by DEQ to operate a NPDES 1200-CN program for ground disturbing activities of 1 to under 5 acres. An Erosion Prevention & Sediment Control (EPSC) Permit will be required to put in the access easement. Individual lot home construction will also require a permit for each lot unless done under an aggregate EPSC Permit.

ENGINEERING ADVISORY

I. There is concern that applying a step-wise approach to developing the entire subject property as AR-2 in combination with the northern neighboring parcels under similar ownership may invoke difficulties with access that meets MCPW as well as fire access standards.

J. The land use application site map has Whispering Way annotated as a 40 feet wide easement. However, it is noted that Partition Plat #2012-08, and subsequently Partition Plat #2019-38, indicates Whispering Way as being a total of 26 feet in width.

K. Construction of improvements on the property should not block historical or naturally occurring runoff from adjacent properties. Furthermore, site grading should not impact surrounding properties, roads, or drainage ways in a negative manner.

L. Applicant is advised to coordinate with the local fire marshal for any required fire turnarounds and/or turnouts that may need to be depicted on the plat.

M. Per Partition Plat #2012-08, and subsequent Partition Plat #2019-38, the easement shown on the site plan from Macleay Road (Whispering Way) does not serve the subject property and is therefore not a legal access for the subject property. This easement currently serves two parcels without frontage to public right-of-way."

Marion County Onsite Wastewater Specialist commented: Site evaluation required for two new 2.0 acre parcels.

Marion County Fire District No. 1 commented on fire safety, access, and premise identification requirements for development of the property.

Oregon Department of Land Conservation and Development commented: Irrevocably committed exception must demonstrate compliance with OAR 660-004-0018(2), which addresses planning and zoning for exception areas. Specifically, the applicant must demonstrate that approval of the exception meets the following requirements:

- The rural uses, density, and public facilities and services will not commit adjacent or nearby resource land to uses not allowed by the applicable goal as described in OAR 660-004-0028; and

- The rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses;

The applicant should address whether future residential uses will irrevocably commit adjacent lands zoned Special Agriculture and how it will be compatible with adjacent farm use. It is insufficient to rely on current compatibility with adjacent farm uses since the use of the subject property is proposed to change to residential.

All other contacted agencies either failed to respond or stated no objection to the proposal.

5. On November 22, 2021, the Land Use Board of Appeals issued its Final Opinion and Order. LUBA determined that the County's decision relied on findings that do not comply with applicable rules and are not supported by substantial evidence. LUBA stated that the standards for an irrevocably committed exception were not met because resource use of the subject property has not been shown to be impracticable. However, LUBA determined that it could not conclude that an irrevocably committed exception for the subject property is prohibited as a matter of law, and remanded the matter.

6. In response to the LUBA order, Applicant provided Supplemental Justification with additional facts in support of the Application. Most notably, Applicant modified the request to seek an AR-10 zone instead of the AR-2 zone originally sought. The modified application requires an exception to Goal 3 together with a change in the zone designation from Special Agriculture (SA) to Acreage Residential Ten Acre Minimum (AR-10), with a partition of the 20.46 acre subject property into two parcels of 10.46 acres and 10 acres.

7. The scope of the remand hearing should be limited to the issues upon which the case was remanded. The basic underpinnings of the LUBA decision include the alleged misconstruction of the law, adequacy of the findings, and the parcels to be allowed. Applicant submitted a supplemental justification including affidavits of Larry Pfennig and Wallace Lien.

8. Larry Pfennig is a lifelong farmer in Marion County, and is the owner of Pfennig Farms, Inc. Mr. Pfennig has been associated with the subject parcel for almost his entire life. Mr. Pfennig states that the subject property does not have a farm well and there are no current water rights associated with the property, which Mr. Pfennig argues limits the parcel's productivity for farm uses. Mr. Pfennig is concerned about the impact of farm uses on the aquifer; that is, that use of water will have an impact on surrounding properties. On the other hand, because of the proximity of small, landscaped lots, the subject property has experienced overspray of landscape irrigation. Mr. Pfennig indicates that overspray from landscaping can result in damage to crops and impact his ability to readily farm the parcel and that he has lost one acre of crop from the overspray. Mr. Pfenning argues that Mr. Pfennig, in declaration and in testimony, provided evidence of conflict between water availability and overspray. Mr. Pfennig testified about an incident in which he lost one acre of crop from overspray from a now non-existing blueberry patch on adjacent property. Mr. Pfennig has not actively farmed the property since 2005 because it was not practical to do so. Mr. Pfennig testified that based on the size of the parcel, the lack of water rights, and conflicts from neighboring properties, farming the property was not productive or cost effective. Mr. Pfenning presented evidence that the impacts from residential neighbors in non-farm uses has generated impacts that conflict with farming. Mr. Pfenning noted trespass, fire damage, overspray, and use of property (horseback riding, walking dogs, motorcycle riding) that results in his property being incompatible with farming. Mr. Pfennig notes the possible introduction of hazards to farming from animals entering the property. Mr. Pfennig recognizes Oregon's Right to Farm protections, but notes that despite his right to farm, doing so on this property does not shield him from conflicts with the nearby residential uses. Mr. Pfenning argues that the limitations of the property itself (water rights, lack of well, size, surrounding residential uses) make farming impractical for the purpose of obtaining a profit.
Mr. Pfennig states that as a life long farmer in this area, no farm uses, no matter how the term is defined can practicably be carried on the subject property with houses lining nearly all sides, and some as close as 20 feet from the property line.

9. Larry Pfennig states that on this subject property, he has seen overspray of chemicals that has taken large swaths of property out of production. Mr. Pfennig stated that overspray from adjoining non-farm parcels on the subject property has impacted his ability to have a farming operation on the subject parcel.

10. Wallace Lien, Attorney for Applicant, addressed the affidavits of Larry Pfennig submitted into the record. Mr. Lien addressed the importance of the size of the study area for this application and stated that a smaller study area is important for a neighborhood view of the existing property. Mr. Lien addressed the adjacent properties and indicated that the surrounding areas have a 2.3-acre average, and 12 of out the 13 nearby parcels have a dwelling, and seven of the 13 parcels are one acre or less. Mr. Lien stated that of the thirteen parcels, none are over ten acres in size. The proposed parcels would be significantly larger than surrounding properties. Mr. Lien addressed the difficulties associated with the subject parcel in that it has no irrigation rights and has suffered impacts from neighbors that is not conducive to agricultural use.

Mr. Lien noted that the information provided (trespass, fires, overspray) suggests an impracticability to farm. Mr. Lien argues that the size of the parcel and the close proximity of residential uses make contiguous farm uses impractical.

11. Larry Pfennig testified at the hearing. Mr. Pfennig testified that the water from a neighboring operation came forty feet into the property, and ruined approximately one acre of property. Five acres of the subject property were burned by fire. The damage from fire, in addition to ongoing trespass issues, were factors for Mr. Pfennig to determine replanting was not justified after the fire. Mr. Pfennig attempted to farm with a cover crop year after year, and in 2005, quit because there was no profit in it and the neighbors were unhappy with his farming operations. Of the twenty acres, Mr. Pfennig indicated that at best 14-15 acres were farmable. While it is common for property to include non-tillable land, with the lack of irrigation and water rights, the capability of the parcel to be productively farmed is limited. While a specific threshold of profitability is not presented, Mr. Pfennig's experience as a farmer who did farm the property but quit for practicality and profitability, is accepted as reasonable support for his position.

    Mr. Pfennig testified that the land has been used for motorcycle riding, and horseback riding, and that the property is regularly trespassed upon by neighbors with dogs. The property supported a cover crop, but Mr. Pfennig states it is not practical or cost effective to farm the property. Mr. Pfenning also indicated the concern of introduction of parasites or contaminants to the land caused by the trespass by humans and animals.

12. There is a dispute among the parties whether there is an active blueberry farm adjacent to the subject property. Applicant states that the active blueberry farm, Thank You Berry Much Farms is not on adjacent property. Friends of Marion County states that there is an adjacent parcel in active blueberry operation.

13. Roger Kaye, Friends of Marion County, testified at the hearing. Mr. Kaye addressed the submissions by Friends of Marion County, and stated that adjacent property is in active blueberry production, and could accommodate additional blueberry crops. Mr. Kaye addressed the replacement of manufactured home on adjacent property, and stated that with the new septic drain field, additional blueberry production could be supported on adjacent property. Mr. Kaye states that there are an additional 1.25 acres of blueberry production associated with the Thank You Berry Much. Mr. Kaye addressed the study area, and introduced additional submissions that were included in the record.

V. Additional Findings of Fact and Conclusion of Law

1. This is a recommendation to the Marion County Board of Commissioners (BOC). The BOC is the final decision-making authority.

2. Applicant has the burden of proving compliance with all applicable criteria as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395(1987).

"Preponderance of the evidence" means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

Applicants must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicants have not met their burden and the application must be denied. If the evidence for every criterion is even slightly in Applicants' favor, the burden of proof is met and the application is approved.

GOAL EXCEPTION PROCESS

3. Applicant seeks an exception to Statewide Planning Goal 3, Agricultural Lands, to remove Goal 3 restrictions. Under OAR 660-004-0005(1), an exception to a statewide planning goal is a comprehensive plan provision. The goal exceptions require an MCCP amendment.

4. OAR 660-004-0005(1) defines an exception as a comprehensive plan provision, including an amendment to an acknowledged comprehensive plan, that:

   (a) Is applicable to specific properties or situations and does not establish a planning or zoning policy of general applicability;

   (b) Does not comply with some or all goal requirements applicable to the subject properties or situations; and

   (c) Complies with ORS 197.732(2), the provisions of OAR 660-004 and, if applicable, the provisions of OAR 660-011-0060, 660-012-0070, 660-014-0030 or 660-014-0040.

   The proposed exceptions are for a specific situation at this 20.46-acre property and do not establish planning and zoning policy generally. OAR 660-004-0005(1)(a) is met.

   Applicant proposes residential uses not allowed or conditionally permitted on property designated Special Agriculture and zoned SA. OAR 660-004-0005(1)(b) is met.

5. Under ORS 197.732(2), a local government may adopt an exception to a goal if:

   a. The land subject to the exception is physically developed to the extent that it is no longer available for uses allowed by the applicable goal;

   b. The land subject to the exception is irrevocably committed as described by Land Conservation and Development Commission rule to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make uses allowed by the applicable goal impracticable; or

c. *The following standards are met:*

A. *Reasons justify why the state policy embodied in the applicable goals should not apply;*

B. *Areas that do not require a new exception cannot reasonably accommodate the use;*

C. *The long term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and* i

D. *The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.*

Applicant does not propose physically developed or reasons exceptions under (a) or (c). Applicant requests irrevocably committed exceptions to Goals 3 only. ORS 197.732(2)(b) standards are addressed under OAR 660-004 for the Goal 3 exception.

GOAL 3 EXCEPTION

6. Statewide Planning Goal 3, Agricultural Lands, which seeks to preserve and maintain agricultural lands, applies to the subject property. Applicant seeks an exception to Statewide Planning Goal 3, to remove Goal 3 restrictions. The Goal Exception process requires specific findings justifying why such lands are not available for resource use. There are three types of exceptions to Statewide Goals that may be granted. The first two are based on the concept that the subject property is "physically developed" or "irrevocably committed" to a certain use.

The third is a "reasons" exception where there is a demonstrated need for the proposed use or activity. Applicant posits that the proposal qualifies for an irrevocably committed exception. Residential uses are not allowed under Goal 3.

7. Goal exceptions are governed by Statewide Planning Goal 2. Goal 2 is implemented through Oregon Administrative Rule (OAR) 660-004. The rules applicable to irrevocably committed exceptions are set out in OAR 660-004-0028. Under OAR 660-004-0028(1), a local government may adopt an exception to a goal when the land is irrevocably committed to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make uses allowed by the applicable goal impractical. Pursuant to OAR 660-004-0028(2), whether land is irrevocably committed depends on the relationship between the proposed exception area and the lands adjacent to it.

OAR 660-004-0028 (Overview)

8. OAR 660-004-0028 provides exception requirements for land irrevocably committed to other uses:

(1) A local government may adopt an exception to a goal when the land subject to the exception is irrevocably committed to uses not allowed by the applicable goal because existing adjacent uses and other relevant/actors make uses allowed by the applicable goal impracticable:

(a) A "committed exception" is an exception taken in accordance with ORS 197.732(2)(h), Goal 2, Part 1/(b), and with the provisions of this rule, except where other rules apply as described in OAR 660-004-0000(1).

(b) For the purposes of this rule, an "exception area" is that area of land for which a "committed exception" is taken.

(c) An "applicable goal," as used in this rule, is a statewide planning goal or goal requirement that would apply to the exception area if an exception were not taken.

(2) Whether land is irrevocably committed depends on the relationship between the exception area and the lands adjacent to it. The findings for a committed exception must therefore address the following:

(a) The characteristics of the exception area;

(b) The characteristics of the adjacent lands;

(c) The relationship between the exception area and the lands adjacent to it; and

(d) The other relevant factors set forth in OAR 660-004-0028(6).

(3) Whether uses or activities allowed by an applicable goal are impracticable as that term is used in ORS 197.732(2)(b), in Goal 2, Part II(b), and in this rule shall be determined through consideration of factors set forth in this rule, except where other rules apply as described in OAR 660-004-0000(1). Compliance with this rule shall constitute compliance with the requirements of Goal 2, Part II. It is the purpose of this rule to permit irrevocably committed exceptions where justified so as to provide flexibility in the application of broad resource protection goals. It shall not be required that local governments demonstrate that every use allowed by the applicable goal is "impossible." For exceptions to Goals 3 or 4, local governments are required to demonstrate that only the following uses or activities are impracticable:

(a) Farm use as defined in ORS 215.203;

(b) Propagation or harvesting of a forest product as specified in OAR 660-033-0120; and

(c) Forest operations or forest practices as specified in OAR 660-006-0025(2)(a).

(4) A conclusion that an exception area is irrevocably committed shall be supported by findings of fact that address all applicable factors of section (6) of this rule and by a statement of reasons explaining why the facts support the conclusion that uses allowed by the applicable goal are impracticable in the exception area.

(5) Findings of fact and a statement of reasons that land subject to an exception is irrevocably committed need not be prepared for each individual parcel in the exception area. Lands that are found to be irrevocably committed under this rule may include physically developed lands.

(6) Findings of fact for a committed exception shall address the following/actors:

(a) Existing adjacent uses,·

(b) Existing public facilities and services (water and sewer lines, etc.);

(c) Parcel size and ownership patterns of the exception area and adjacent lands:

(A) Consideration of parcel size and ownership patterns under subsection (6)(c) of this rule shall include an analysis of how the existing development pattern came about and whether findings against the goals were made at the time of partitioning or subdivision. Past land divisions made without application of the goals do not in themselves demonstrate irrevocable commitment of the exception area. Only if development (e.g., physical improvements such as roads and underground facilities) on the resulting parcels or other/actors makes unsuitable their resource use or the resource use of nearby lands can the parcels be considered to be irrevocably committed. Resource and non-resource parcels created and uses approved pursuant to the applicable goals shall not be used to justify a committed exception. For example, the presence of several parcels created for nonfarm dwellings or an intensive commercial agricultural operation under the provisions of an exclusive farm use zone cannot be used to justify a committed exception for the subject parcels or land adjoining those parcels.

(B) Existing parcel sizes and contiguous ownerships shall be considered together in relation to the land's actual use. For example, several contiguous undeveloped parcels (including parcels separated only by a road or highway) under one ownership shall be considered as one farm or forest operation. The mere fact that small parcels exist does not in itself constitute irrevocable commitment. Small parcels in separate ownerships are more likely to be irrevocably committed if the parcels are developed, clustered in a large group or clustered around a road designed to serve these parcels. Small parcels in separate ownerships are not likely to be irrevocably committed if they stand alone amidst larger farm or forest operations, or are buffered from such operations;

(d) Neighborhood and regional characteristics;

(e) Natural or man-made features or other impediments separating the exception area from adjacent resource land. Such features or impediments include hut are not limited to roads, watercourses, utility lines, easements, or rights-of-way that effectively impede practicable resource use of all or part of the exception area;

(f) Physical development according to OAR 660-004-0025; and

(g) Other relevant factors.

(7) The evidence submitted to support any committed exception shall, at a minimum, include a current map or aerial photograph that shows the exception area and adjoining lands, and any other means needed to convey information about the factors set forth in this rule. For example, a local government may use tables, charts, summaries, or narratives to supplement the maps or photos. The applicable factors set forth in section (6) of this rule shall be shown on the map or aerial photograph.

OAR 660-004-0028(2)(a) and (b) (Characteristics)

9. The subject property is a 20.46-acre parcel located in the 2400 block of 62nd Avenue SE, Salem, Marion County, Oregon (TBS; R2.W; Section 04A; tax lot 2800). Applicant (Applicant's family) has owned the subject property since 1958. The property is located west of 62nd Avenue SE, south of Macleay Road SE, and north of Culver Drive SE. It is unimproved and has a small amount of frontage on an undeveloped right-of-way identified as Wickiup Street SE. The parcel is zoned SA, is currently being farmed with a cover crop, and is specially assessed for agriculture by the Marion County Tax Assessor's Office.

The site topography is generally flat, with a slight slope to the south. Soils on the subject parcel are composed of Amity (Am), Woodburn (WuA), Concord (Co), and Silverton (SuC) Class II and III silt loam soils that are defined as high value for agriculture. There is an electrical power line that runs along the eastern boundary of the subject property, and a small stand of scrub trees crossing the southern half of the parcel.

10. The subject property does not have water rights or a well for farm use. The subject property has a cover crop, but has not been actively farmed since 2005 because Applicant (and family) determined that it was not practical to farm the property. This determination was based upon conflicting uses with adjacent rural residential parcels, including trespass and damage to property from fires, size of the parcel, actual tillable acreage, and the presence of high voltage electrical power lines.

The lack of irrigation and unique location of the property amount neighboring residences, along with the testimony of Mr. Pfennig support the position that it is too onerous for Mr. Pfennig to continue the agricultural use of the land due to nearby nonfarm uses.

11. The subject property is surrounded by residential uses. The neighboring properties are primarily residential. There is a blueberry farm, Thank You Berry Much Farm at Tax

Lot 200 on Map 8.2W.04B. The parcel is not contiguous to the subject property. There is, however, a parcel that is adjacent to the property that Friends of Marion County argue is managed by Thank You Berry Much Farm. Applicant states that this adjacent lot, Tax Lot 3000, was sold to someone who immediately tore out over an acre of blueberries to site a new home. Applicant states that there has been no harvesting of blueberries from the adjacent land in 2020, 2021, or 2022. It is recommended that Applicant present current evidence about farming of blueberries in the immediate area, as well as any evidence tending to indicate that farming in the immediate area is decreasing as a result of the difficulties of farming in a residential area.

There are six parcels immediately adjacent to the east of the subject property between the property and 62nd Avenue SE. These parcels are all one acre or less, are zoned AR, and each contain a non-farm dwelling. To the south is a 2.93 acre parcel that is zone SA with a non-farm dwelling. Immediately adjacent to the west are four parcels that are all zoned SA that range from one-half acre to four acres in size. All of these parcels have non-farm dwellings. One of these parcels includes a blueberry operation, the size and scope of which is disputed. To the north of the property are two parcels owned by the Applicant that are 9.62 and 2 acres in size. These parcels are also zoned AR, and the 9.62 acre parcel includes a dwelling. These parcels were owned by Applicant prior to the acknowledgment of the Marion County Comprehensive Plan in 1987.

Beyond the immediately adjacent lands, surrounding properties to the west and south of the subject property are also zoned SA and are composed of small to medium sized lots in agricultural and rural residential use. Properties to the north and east are mostly zoned AR and developed with rural residential lots. The parcels north of the subject property, and separated by Macleay Road and zoned SA and are in farm deferral.

Most of the dwellings in the immediate vicinity of the subject property, in both the SA and AR zones, were built prior to the Marion County Comprehensive Plan, and are adjacent to a goal exception area. However, many of the larger parcels were partitioned into one to two acre residential lots after the acknowledgement of the MCCP.

The Oak Meadows Subdivision, which was platted in 1957, is a suburban residential subdivision of one-half acre lots, lies northwest of the subject property. The subject property is part of the Oak Dell Farm Subdivision which was platted in 1914 and includes hobby farms of less than twenty acres. Other parcels in the Oak Dell Farm were further divided to create the one-to-eight-acre rural residential lots located adjacent to 59th Avenue SE, between Macleay Road SE and Culver Drive SE.

12. In the original application, Applicant selected a study area on the basis of all the areas surrounding the subject property on the Assessor Maps. The study area included all property that encompassed 6.23 acres of agricultural, rural residential, and some commercial properties. Applicant notes that LUBA referred to the study area as being "large" but did not indicate how large a study area should be. In order to downsize the study area, Applicant considers only properties that are contiguous to the subject property. Applicant urges that the Department of Land Conservation and Development (DLCD), based on its interpretation of in the prior proceeding, *Scott v. Crook County*, 56

LUBA 691 (2008), that only contiguous properties be subject to the analysis. Applicant encourages that good land use planning requires a wider analysis that adjacent properties, Applicant defers to DLCD given the language of the LUBA remand. Applicant further states that OAR 660-004-0028 makes references to "adjacent uses." Applicant states that according to www.Merriam-Webster.com, "adjacent" means having a common border and includes "contiguous" as a synonym.

13. The focus of an irrevocably committed exception must be preponderantly on the adjacent properties, rather than any limitations inherent in the subject property itself. *Friends of Linn County v. Linn County*, LUBA (2002-176). Applicant submits an evaluation of existing adjacent uses. The study area includes 13 parcels that total 29.91 acres, for an average parcel size of 2.3 acres. Eleven of the thirteen parcels have houses, and one of those vacant parcels is owned by Applicant. Fourt of the parcels have the SA zoning and seven have the AR zoning. Only one parcel has farm tax deferral status. Applicant submits a chart (Applicant's Supplemental Justification on Remand) illustrating the status and use of adjacent properties. Applicant's chart shows that there is only one adjacent parcel in farm use. All but two of the adjacent parcels have existing dwellings and each of the dwellings were built prior to the application of comprehensive land use planning. Nine of the parcels have been zoned for Acreage Residential and four for Special Agriculture use. Only TL3000, with the small blueberry field qualified for farm tax deferral.

Applicant argues that the concern about the study area is resolved by use of the review of adjacent lands, but notes that the original study area stands for neighborhood and regional characteristics.

The selected study area is sufficient for the analysis required by OAR 660-004-0028(2). For purposes of the remand as it relates to OAR 660-004-0028, Applicant focuses on an evaluation of existing adjacent uses. This approach is reasonable given Applicant's description of the subject property as the "hole" of a doughnut – Applicant looks to the properties that create the "doughnut" around the subject property, the "hole." The physical features of the property and its uses, and the development pattern of the lands bordering the subject property support a determination that the study area is adequate to consider the property's relationship with adjacent lands.

14. The uses on adjacent properties irrevocably commit the subject property to nonresource use as supported by the statements submitted by Larry Pfennig. Larry Pfennig detailed both in his Affidavit and his testimony conflicts with surrounding uses that are not speculative: overspray, fire, trespass, and aquifer fragility caused by neighboring residential landscaping.

Further, Larry Pfennig does not and cannot rely on the subject parcel to support a commercial agricultural crop. Mr. Pfennig details that he lost an acre of property from irrigation overspray, he lost five acres of property from an actual fire caused trespass and use by surrounding neighbors, Mr. Pfennig details that neighbors have used the subject property to ride motorcycles. Because of the relationship with surrounding uses, not only can the subject property not support commercial agriculture, according to Mr. Pfennig, only a cover crop can be supported on the subject property with no expectation of any financial remuneration.

The size and location of the revised study area presented by Applicant complies with the mandates of OAR 660-004-0028 because it includes a thorough evaluation of adjacent and surrounding lands within a suitable geographic range. The testimony and declaration of Larry Pfennig addresses characteristics of the neighborhood, which in addition to the detailed examination of the study area shown in the analysis submitted in Applicant's Supplemental Justification on Remand, is sufficient to address the criterion.

Specifically, Mr. Pfennig details characteristics of the property that commit the subject property to nonresource use, including small size, lack of water rights for irrigation, access limitations, the presence of high voltage electrical power lines. However, the focus of the exception is with respect to the conflicts with the surrounding properties: irrigation and chemical overspray, trespass by neighbors and their animals, including motorcycles, and risk of fires.

Mr. Pfenning has planted cover crops on the subject property but has not obtained a financial benefit from doing so. Cover crops can be considered a sustainable agricultural practice that can benefit soil structure, pest and weed management. Mr. Pfennig's testimony that it is not cost effective to farm the property, and Mr. Pfennig stopped actively farming years ago. The presence of residential neighbors created economic challenges for Mr. Pfennig including increased costs of farming and increased risk of productivity. While Oregon has a Right to Farm law to protect farmers, Mr. Pfennig could face challenges and legal costs from impacts to residential neighbors.

It is recommended that Applicant provide additional evidence on the impact of the lack of irrigation and trespass by neighbors in his decision to stop farming, and proof that the neighbor's trespass is not the result of his not farming the subject property.

OAR 660-004-0028(2)(c) and (d) (Relationship to exception area and adjacent lands)

15. The LUBA Final Opinion and Order determined that the County misconstrued the law when it "declared the exception area irrevocably committed without undertaking the required analysis of adjacent lands." LUBA stated that the County explained that it determines whether the surrounding area irrevocably commits the subject property to nonresource use before it determines whether the relationship between the surrounding property make the resource use impracticable. LUBA directs that the 660-004-0028 factors must be analyzed before it is possible to conclude that the surrounding property commits the subject property to nonresource use.

OAR 660-004-0028(2)(c) and (d) require an analysis of the relationship between the exception area and the lands adjacent to it, and other relevant factors.

16. OAR 660-004-0028(3) states that local governments are not required to demonstrate that every use allowed by the applicable goal is "impossible." For exceptions to Goal 3, local governments are required to demonstrate that under OAR 660-004-0028(3)(a) that farm use as defined in ORS 215.203 is impracticable.

As used in that section, "farm use" means the current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or the feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof. ORS 215.203(2)(a).

While there are other lands in farm use near the subject parcel, the "Thank You Berry Much Farm," there remains dispute whether there are adjacent lands currently in farm use.

Applicant originally stated that the subject property is not currently employed in any farm use, and has not been farmed for decades. In its written rebuttal, Applicant clarified that rather than a commercial crop, the subject property has had a cover crop for the past 20 years, maintained to retain the property's farm tax deferral status. However, there is no evidence that there has been any profitability from harvesting the property.

LUBA determined that to the extent that the County concluded that farming must be at a commercial scale in order to be protected, OAR 660-004-0028(2) and (6) do not include such a requirement. Again, OAR 660-004-0028(2) provides that it is the relationship with adjacent properties that is most relevant. While the characteristics of the proposed exception area must be examined, the focus of the irrevocably committed test is on the relationship between the exception area and adjoining uses, and why that relationship commits the subject property to uses not allowed by the applicable goals. *See Jackson County Citizens League v. Jackson County,* 38 Or LUBA 489, 504-05 (2000).

The subject property need not be able to support a successful commercial farm operation in order to be suitable for farm use. That farm use is not capable of supporting a self-sufficient or "commercial-scale" agricultural operation is not a basis to conclude that farm use of the property is impracticable. *Lovinger v. Lane County,* 36 Or LUBA 1, 17-18, *affd161* Or App 198, 984 P2d 958 (1999). The Land Use Board of Appeals (LUBA) has held at the term "profit in money' as used in ORS 215.203(2)(a) means "gross income" rather than "profit" in its ordinary sense of net profit. *Brown v. Jefferson County,* 33 Or LUBA 418, 433 (1997), *quoting 1000 Friends v. Benton County,* 32 Or App at 426. In *Brown,* LUBA noted that the appropriate standard for applying the definition of "farm uses" in the context of OAR 660-004-0028 is whether the subject property is "capable, now or in the future, of being 'currently employed' for agricultural production 'for the purpose of obtaining a profit in money.'" *Id.* at 433, *quoting 1000 Friends v. Benton County,* 32 Or App at 426.

Applicant submitted the Affidavit of Larry Pfennig, and Mr. Pfennig's testimony that indicates that the property has not been in commercial farm use since 2005, and that the reason for that is that farming for profit is not practicable based upon the trespass, overspray, irrigation issues, and the loss of acreage in the subject parcel as a result of these issues combined with the subject parcel's characteristics (size, tillable acres, lack of water rights and satisfactory irrigation).

To the extent that the Thank You Berry Much Farm is in current farm use, there is not sufficient evidence in the record to support a conclusive determination that the Thank You Berry Much Farm is actually adjacent to the subject property. Thank You Berry Much Farms is located at 5975 Culver Drive SE, Salem, Oregon. The actual, adjacent parcel at is located at 5989 Culver Drive. Applicant states that this is the adjacent property upon which over an acre of blueberries were removed and no harvest occurred in 2020, 2021, and 2022, which was supported by photographs submitted in Applicant's Open Record Submittal. Friends of Marion County (September 22, 2022 submission) states: "Our research shows that the expanded area could be used to grow another farm crop" and "no evidence that the property is irreparably damaged by the construction of the new dwelling and septic drain field." Friends of Marion County posit that there are other crops that would retain a high return on investment, including hazelnuts. While these suggestions are possible, what could be done on an adjacent (contiguous) property upon which there does not appear to be actual current farm use, is not the focus of the inquiry. The evidence submitted by Applicant supports a determination that contiguous properties are not in farm use.

OAR 660-004-0018(2)(b)(B)

17. OAR 660-004-0018(2)(b)(B) requires that the proposed exception will not commit adjacent or nearby resource land to uses not allowed by Goal 3.

The property is 20.46 acres in size and is the largest parcel among the SA zoned properties located between Macleay Road SE and Culver Road. According to Tax records, in 2002 the property was being farmed for grass seed. Since 2005, the parcel has been planted in cover crop, but has not been actively farmed since that time. Nearly all of these farm-zoned properties in the adjacent area are currently specially assessed as farmland by the Assessor and are in various types of agricultural production.

Most of the dwellings in the immediate vicinity of the subject parcel, in both the SA zone and the AR zone, were built in the 1960s and early 1970s and review of historical air photos show that use of the farmland has not changed since the area was first developed. The subject parcel is adjacent to Goal Exception Area 21.1 - Macleay, identified in Appendix A of the Marion County Comprehensive Plan. This exception area was already developed with small residential lots at the time the Comprehensive Plan was acknowledged in 1987, although many of the larger parcels were partitioned during the 1980s and 1990s into one-to-two-acre residential lots. Oak Meadows Subdivision, composed of 59th Avenue SE, Tumalo Drive SE and Wickiup Street SE, was platted in 1957 as a suburban residential subdivision of one half acre lots. Oak Dell Farm Subdivision was platted in 1914 and composed of ten 16 to 20 acre hobby farm parcels. The subject parcel is a part of Oak Dell Farm, located at the western edge. The other parcels in Oak Dell Farm were later further divided to create the one-to-eight-acre rural residential lots located adjacent to 59th Avenue SE and east, between Macleay Road SE and Culver Drive SE/ Ganon Street SE, as can be seen on the Exception Area map. The parcel directly north of the subject parcel was originally a portion of Lot I of Oak Dell

Farm and later included in the exception area because it was located in between the residentially developed areas of Oak Meadows and Oak Dell Farm, located on the south side of Macleay Road SE. This property has been owned by Applicant since acknowledgement of the Marion County Comprehensive Plan in 1987, and was partitioned in 2007 and again in 2015.

The original study area is considered with respect to whether the exception and implementing zone change would broaden the extent of acreage residential properties.

Applicant provides that 176 of the parcels in the study area are in residential use, and 20 are in commercial or industrial use. There are 160 single family dwellings in the study area. Across the entire study area, the average lot size is 3.45 acres, with the median lot size being just over 2 acres. 131 parcels are less than 2 acres in size, and 51 of those are one acre or less. According to Applicant, 74% of the parcels in the study area are at or under 2 acres in size. The proposal seeks to have two lots that are substantially larger than the adjacent existing lots.

Of the seven properties west of the subject property on assessor's map 8-2W-04A, two are in farm deferral. Five of the seven are zoned SA, with the other two zoned AR. Moving farther west in Applicant's study area to assessor's map 08-2W-04B, the tax lot immediately west of the blueberry operation, TL 200, is also in farm deferral. Three other tax lots on this map are in farm deferral, and one is in partial deferral. There is insufficient evidence of why the lots are in farm deferral without being actively farmed. However, A property may be in farm deferral because of its zoning and meeting income requirements, even if the lots are idle. The majority of the properties on this map are zoned SA, with the exception of property across Culver Road, which is inside the Salem- Keizer UGB and is zoned IBC (Industrial Business Campus) (TL 700 is zoned SNAR, and Applicant lists "no information available" for TL 500).

Northerly of the subject property, across Macleay Road on assessor's map 7-2W-33, all three tax lots are in farm deferral and range in size from 19.94 to 94.95 acres. All are zoned SA. Heading south in Applicant's study area across the intersection of Culver Road and Deer Park Drive, onto assessor's map 8-2W-04D, 11 of the 19 properties on this map located south of this intersection are in farm deferral, and all are zoned SA. TL 2300 (11.60 acres) on assessor's map 8-2W-04C also lies south of this intersection, is included in Applicant's study area, and is in farm deferral. While the area east of the subject property, between the property and 62nd Ave SE, consists of parcels smaller than one acre containing non-farm dwellings, the areas to the west and south, and to some extent north, include a mixture of residential and small farm use.

The land outside the Macleay Exception Area in all directions was being farmed in the 1980s, when the Comprehensive Plan was acknowledged, and continues to be farmed. Applicant states that the rural residential properties in the adjacent Exception Area irrevocably commit the subject property to non-resource use. Again, Applicant argues that the property is akin to the hole of a doughnut, and based upon the location and lack of irrigation, it is reasonable to consider that this property is committed to nonresource use. The dwellings adjacent to the subject property were built in the early 1970s and the subject parcel has not been actively farmed for decades. Public water and sewer service is not available on the subject property nor could it be provided to the property.

It is essential to this inquiry that Applicant seeks the exception and implementing zone change to allow two parcels of over ten acres; significantly larger than any of the adjacent properties.

The size of the proposed parcels will retain the rural character of the lands and surrounding areas.

Numerous properties in the area are small lots on less than two acres of property. These properties are privately owned, and not available for or in agricultural production. In the study area, there are no true farms adjacent to the subject property. There is conflicting evidence of a blueberry farm operation and whether the blueberry farm is operating on adjacent property. Allowance of the two ten-acre parcels, again significantly larger than all adjacent properties, will not cause a change on the resource land in the area or change the rural character of the surrounding area.

If the subject parcel is approved for a zone change to Acreage Residential, the remaining farm parcels to the west and south will not be at any greater risk of impact from increasing rural residential densities. Opponents argue that removal of the largest farm parcel in that area will reduce the potential for the adjacent farmland to be farmed as a conglomerate. At 20.46 acres, the subject parcel is the largest of the farm parcels located between the Acreage Residential-zoned lands in Exception Area 21.1 and North Santiam Highway and the Salem-Keizer Urban Growth Boundary, providing a buffer between the residential development and the smaller farm parcels to the west and south of the subject parcel. If the subject parcel were to be converted to two ten-acre rural residential lots, the Special Agriculture-zoned farmlands to the west and south would not be at any greater risk of being irrevocably committed to residential use. Larger properties being farmed are too far away to be committed to non-farm use by the proposal.

The proposal meets the criteria for an irrevocably committed exception in OAR 660-004-00028.

STATEWIDE PLANNING GOALS

18. The proposal to amend the Comprehensive Plan must be consistent with the Statewide Planning Goals or seek exemptions to them. The relevance of each goal in this proposal is addressed below.

Goal 1: Citizen Involvement. The notice and hearings process provides an opportunity for citizen involvement. The goal is satisfied.

Goal 2: Land use Planning. The subject application would change the zoning. The Hearings Officer makes a recommendation to the Marion County Board of Commissioners who will make the decision on behalf of the County. Marion County Planning division requested comments from various governmental agencies, and their comments are included. The goal is satisfied.

Goal 3: Agricultural Lands. Applicant seeks an exception, which is addressed in detail herein.

Goal 4: Forest Lands. Since the property is within an incorporated community and are not in MCCP identified forest lands, this goal no longer applies.

Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources. The Marion County Comprehensive Plan does not identify any significant open spaces, scenic and historic areas and natural resources on the subject property. The goal does not apply.

Goal 6: Air, Water and Land Resources Quality. The subject property is not within an identified air quality area. There is no indication that the property isin the sensitive groundwater overlay zone. The goal does not apply.

Goal 7: Areas Subject to Natural Disasters and Hazards. The subject property is not within an identified floodplain or geologic hazards area. This goal does not apply.

Goal 8: Recreation Needs. No recreational uses of the property are proposed in conjunction with this application. The goal does not apply.

Goal 9: Economic Development. Because this goal focuses on commercial and industrial development, primarily within an urban growth boundary, it does not apply to this proposal.

Goal 10: Housing. This goal applies to housing within an urban growth boundary and, therefore, does not apply to this proposal.

Goal 11: Public Facilities and Services. The subject parcel can be served by a well, and with a showing of feasibility, no urban water service would be necessary. A condition requiring septic permitting would eliminate the need for urban wastewater services. Goal 11 could be satisfied.

Goal 12: Transportation. Goal 12 is implemented through OAR 660.01200060. With an easement to use Whispering Way, the proposed parcels would be served by a single driveway onto Macleay Road. Applicant has also provided alternative access points. This goal can be satisfied with conditions of approval.

Goal 13: Energy Conservation. The energy use of the property will be minimal with the proposed use. This goal is satisfied.

Goal 14: Urbanization. This goal is to provide for an orderly and efficient transition from rual to urban land use and to accommodate an urban population. Applicant modified the request for the AR-2 zone to the AR-10 zone. Because 10 acres are not considered urban in nature, the requirement for a Goal 14 Exception is eliminated, and Goal 14 is satisfied.

Goals 15-19 are not applicable because the subject property is not within the Willamette River Greenway, or near any ocean or coastal-related resources.

19. OAR 660-004-0040(8)(i)(B) permits zoning with as low as a two acre minimum parcel size to be applied to property designated as rural residential after October 4,

2000, if an exception to Goal 14 is taken. The minimum lot size adopted by the county must also be consistent with OAR 660-004-0018.

20. OAR 660-014-0030: The applicants calculate the average parcel size in the adjacent Acreage Residential area to be 3.45 acres and the median parcel size to be 2 acres. In 2000, DLCD determined that parcels two acres and greater on rural residential land existing at that time was considered rural. Parcels smaller than two acres were determined to be urban. Since the average parcel size of the adjacent Acreage Residential land is greater than 2 acres, it appears to still be rural in nature. Since adjacent lands are still considered to be rural based on DLCD's rules, that land cannot commit the subject property to urban development. This exception would appear to apply in other circumstances, such as rural residential development in subdivisions with existing smaller than two acres parcel sizes which DLCD determined to be urban in nature. This circumstance may commit a nearby property to an urban level of development and permit a lot size of less than ten acres to be applied. This proposal retains the rural residential character as the two ten-acre parcels are significantly larger than all adjacent properties.

COMPREHENSIVE PLAN AMENDMENT

21. All Comprehensive Plan changes are subject to review by the State Department of Land Conservation and Development (DLCD). DLCD was notified as required by State Law and Irrevocably committed exception must demonstrate compliance with OAR 660-004-0018(2), which addresses planning and zoning for exception areas. Specifically, the applicant must demonstrate that approval of the exception meets the following requirements: The rural uses, density, and public facilities and services will not commit adjacent or nearby resource land to uses not allowed by the applicable goal as described in OAR 660-004-0028; and the rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses; and the applicant should address whether future residential uses will irrevocably commit adjacent lands zoned Special Agriculture and how it will be compatible with adjacent farm use. It is insufficient to rely on current compatibility with adjacent farm uses since the use of the subject property is proposed to change to residential.

The Marion County Comprehensive Plan (MCCP) establishes procedures to be used when considering plan amendments. Plan changes directly involving 5 or fewer properties will be considered a quasi-judicial amendment. The amendment will be reviewed by the zone change procedures established in MCC 17.123. A plan amendment of this type may be processed simultaneously with a zone change request with the zone change procedure outlined in Chapter 123 of the MCRZO. The subject property is comprised of one parcel of land and the proposal can therefore be considered under the quasi-judicial amendment process.

The proposal must be consistent with applicable polices for Rural Residential developed contained in the comprehensive plan. These policies include:

a. *Since there is a limited amount of area designated Rural Residential efficient use of these areas shall be encouraged. The minimum lot size in Rural*

Residential areas existing on October 4, 2000, shall not be less than 2 acres allowing for a range of parcel sizes from 2 to 10 acres in size unless environmental limitations require a larger parcel. Areas rezoned to an Acreage Residential zone after October 4, 2000, shall have a 10 acre minimum lot size unless an exception to Goal 14 (Urbanization) is granted.

b. *When approving rural subdivisions and partitionings each parcel shall be approved as a dwelling site only if it is determined that the site: 1) has the capacity to dispose of wastewater; 2) is free from natural hazards or the hazard can be adequately corrected; 3) there is no significant evidence of inability to obtain a suitable domestic water supply; and 4) there is adequate access to the parcel.*

c. *All residential uses in rural areas shall have water supply and distribution systems and sewage disposal systems which meet prescribed standards for health and sanitation.*

The applicant is proposing to rezone the subject parcel to an Acreage Residential zone with a minimum lot size of less than 10 acres. A Goal 14 exception is not required.

The proposal appears to be consistent with the Rural Residential policies in the Marion County Comprehensive Plan.

ZONE CHANGE CRITERIA

22. Applicant seeks a zone change from SA (Special Agriculture) to AR (Acreage Residential). The criteria for a zone change are found in the Marion County Code Chapter 17.123.060:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the goals and policies of the Comprehensive Plan and the description and policies/or the applicable land use classification in the Comprehensive Plan; and

B. The proposed change is appropriate considering the surrounding land uses and the density and pattern of development in the area; and

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

D. The other lands in the county already designated/or the proposed use are either unavailable or not as well suited for the anticipated uses due to location, size or other factors; and

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

zoned for less intensive uses.

23. The proposed zone is appropriate for the Rural Residential Comprehensive Plan designation proposed by Applicant. Applicant has provided sufficient evidence to support a determination that the proposal is consistent with all applicable MCCP goals and policies. MCC 12.123.020(A) is met.

Applicant's study of surrounding land uses, density, and pattern of development in the area is discussed above, and the findings are incorporated here. The zone change is appropriate considering the surrounding land uses and the density and pattern of development in the area. MCC 12.123.020(B) is met.

LDEP included permitting requirements. Applicant has proven that public facilities at a rural level of development are either in place or can be obtained through the permitting process as commented by LDEP. MCC 12.123.020(C) is met.

G. Utility work within the public right-of-way requires permits from MCPW Engineering.

MCC 12.123.020(D) can be met with an analysis of other lands that are unavailable or not well suited.

The six parcels immediately adjacent to the east of the subject property are one acre or less and are zoned AR. Applicant owns two parcels to the north that are 9.62 and 2 acres in size and are both zoned AR. Properties to the north and east are mostly zoned AR and are developed with rural residential lots. The proposed AR-10 zoning would be compatible with adjacent properties. Any adjacent SA-zoned properties would not likely be impacted by the proposed rezoning. With current code requirements, such as special setbacs, the proposed zone would not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses. MCC 12.123.020(E) is met.

The applicants address the zone change criteria and the proposal appears consistent with the density and pattern of development on nearby land zoned Acreage Residential. A zone change approval is recommended.

PARTITION

24. There are no specific approval criteria for partitions in the AR zone. MCC 17.128.070 requires a minimum lot size of two acres.

The two proposed new parcels will each be at least ten acres each and are consistent with this standard. In addition, the resulting undeveloped parcels, if they can obtain septic approval, appear to be of sufficient size and shape to meet the development standards in the AR zone. The access proposed for the initial two-acre lots would be via Whispering Way SE, a private easement serving two lots to the north of the subject parcel.

25. MCC 17.128.050 establishes special siting standards for dwellings near resource

zones:

(a) *Any new dwelling in an AR zone shall be required to maintain a special setback from any parcel in the EFU, SA, FT, or TC zones when necessary lo minimize potential conflicts ·with farm or forest uses. A 100-foot setback is the standard adjacent for farm use and 200 feet is the standard adjacent to forest uses.*

(b)

(c) *The owner of a proposed dwelling to be located within 500 feet of the EFU, SA, FT, TC zones shall be required to concur in the filing of the Declaratory Statement prescribed in the respective resource zone.*

Planning requests a special setback of 300 feet. A special setback can be applied to any approval. Planning does not provide justification for why such a large setback is requested. Applicant opposes the imposition of a 300 feet setback based upon the size of the parcel. Applicant objects to a 300-foot setback because it greatly reduces the building envelope for any new dwelling. There is a 125-foot-wide power easement that runs along the eastern boundary and necessarily limits any construction in that area. Setbacks are determined from property lines, not easements, but the 125 foot easement ensures a sufficient setback from the eastern boundary. Applicant states that the property is just over 500 feet in total width.

Given the limitations of the subject property, and insufficient factual support for an setback of 200 feet over the standard setback, the standard 100 feet setback is appropriate.

26. MCC 17.128.050 requires that a Declaratory Statement be recorded with the property deed because the subject property is near a resource zone. This serves to notify the applicant and subsequent owners that there are farm or timber operations in the area. Any approval can be conditioned to meet this criterion.

27. Both parcels would appear to have access to an existing private easement; therefore, no new easement should be required.

VII. Recommendation

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval to change the comprehensive plan designation from Special Agriculture to Rural Residential and to change the zone from SA (Special Agriculture) to AR-10 (Acreage Residential), on a 20.46 -acre parcel, then partition that parcel into two lots of 10 and 10.46 acres, located in the 2400 block of 62nd Avenue SE, Salem (T8S; R2W; Section 4A; tax lot 2800).

Therefore, the Hearing Officer recommends that the Marion County Board of Commissioners **GRANT** the Application subject to the following conditions that are necessary for the public health, safety, and welfare:

A. The applicant shall submit a final partition plat to the County Surveyor's

Office (5155 Silverton Road NE; (503) 588-5036) and shall contain the notation that the survey is the result of Partition Case 19-001. Following plat approval it shall be recorded with the Marion County Clerk.

B. Prior to submitting the final partition plat, the applicant shall obtain an approved septic site evaluation from the Marion County Building Inspection Division on all undeveloped parcels. The applicant is strongly encouraged to contact Building Inspection, (503) 588-5147, regarding septic sites before having the property surveyed. Septic site requirements may affect the proposed property line or lot locations.

C. The applicant is advised that a Partition Plant Service Report from a title company will be required upon submission of the final mylar to the County Surveyor.

D. Prior to recording the plat all taxes due must be paid to the Marion County Tax Department (contact the Marion County Tax Department at 503-588-5215 for verification of payments).

E. On the plat, show sufficient right-of-way dedication to serve the future AR-10 lots.

F. Prior to plat approval, provide a stormwater detention template plan prepared by a licensed civil engineer addressing storm water detention on each of the proposed lots to be constructed in conjunction with homebuilding.

G. Prior to plat approval, provide a notarized Road Maintenance Agreement (RMA) regarding the proposed shared access easement.

Prior to issuance of building permits on the resulting parcels:

H. The partition plat shall be recorded.

I. The applicant shall sign and submit a Farm/Forest Declaratory Statement to the Planning Division. This statement shall be recorded by the applicant with the Marion County Clerk after it has been reviewed and signed by the Planning Director.

J. Any dwelling shall maintain 100-foot setback from land in farm use to the west and southwest.

K. In accordance with Marion County Code 11.10, a driveway "Access Permit" for access to the public right-of-way will be required upon application for a building permit for a new dwelling. Driveways must meet sight distance, design, spacing, and safety standards.

L. The subject property is within the unincorporated area of Marion County and will be assessed Transportation & Parks System Development Charges (SDCs) upon application for building permits, per Marion County Ordinances #00-1 OR and #98-40R, respectively.

M. Individual lot stormwater detention systems, typically exfiltration pipes inside round rock trenches, would need to be constructed and inspected prior to final building inspection. An On-site Stormwater Discharge Permit is required from MCPW Engineering for the template design to serve typical lots, and a Plumbing Permit is required from the Building Department for actual construction inspection.

N. Utility work within the public right-of-way requires permits from MCPW Engineering.

O. The subject property is situated within Marion County's DEQ-defined Stormwater Management Area (SMA). Marion County has been delegated authority by DEQ to operate a NPDES 1200-CN program for ground disturbing activities of 1 to under 5 acres. An Erosion Prevention & Sediment Control (EPSC) Permit will be required to put in the access easement. Individual lot home construction will also require a permit for each lot unless done under an aggregate EPSC Permit.

P. The resulting parcels shall significantly conform to the site plan submitted with the proposal. Minor variations are permitted upon review and approval by the Planning Director. All parcels shall be a minimum ten acres in size, prior to any right-of-way dedication.

Q. It is recognized that the final partitioning may vary from the proposed plan due to topography or surveying. Minor variations are permitted; however, each resulting parcel shall be a minimum 10.0 acres prior to any required right-of-way dedication.

R. After the final Partition plat has been recorded no alteration of property lines shall be permitted without first obtaining approval from the Planning Director.

S. The applicant should contact Marion County Fire District to obtain a copy of the District's Recommended Building Access and Premise Identification regulations and the Marion County Fire Code Applications Guide. Fire District access standards may be more restrictive than County standards.

T. The applicants should contact Marion County Land Development and Engineering (503-584-7714) for additional Engineering Requirements and Advisories that may be required.

VIII. Referral

This document is a recommendation to the Marion County Board of Commissioners. The Board will make the final determination on this Application after holding a public hearing. The Planning Division will notify all parties of the hearing date.

DATED at Salem, Oregon, this 2nd day of June, 2025.

Jill F. Foster

Jill F. Foster
Marion County Hearings Officer

CERTIFICATE OF MAILING

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

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Salem, OR 97302

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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 2nd day of June, 2025 and that the postage thereon was prepaid.

Administrative Assistant to the
Hearings Officer