



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 1, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, July 25, 2018 Board meeting.
Minutes, July 25, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 07.30.18.
- (B) Temporary Construction Easement from Sean M. Fillner for Constructing Improvements along EM Watts Road.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (C) C81-2018 - Intergovernmental Agreement with Columbia Soil and Water Conservation District for Schaffer Road Culvert Repairs.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

GRANTOR'S NAME AND ADDRESS:

Sean M. Fillner
33300 SW E M Watts Road
Scappoose, OR 97056

AFTER RECORDING, RETURN TO GRANTEE:

Columbia County
Office of County Counsel
230 Strand, Room 20
St. Helens, OR 97051

TEMPORARY CONSTRUCTION EASEMENT

(Corporate)

FOR GOOD AND VALUABLE CONSIDERATION in the amount of One Thousand Dollars (\$1000.00), **Sean M. Fillner**, hereinafter Grantor, does hereby grant unto **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter Grantee, its officers, agents, employees, successors, assigns, contractors, and subcontractors, a temporary easement in, upon, through, over, under and across the property described and depicted on Exhibits A and B attached hereto and by this reference incorporated herein, hereinafter "the Easement Site", which is situated in Columbia County.

This grant of temporary right to use and occupy is given for the purpose of permitting Columbia County, its officers, agents, employees, successors, assigns, contractors, and subcontractors, to use the Easement Site for constructing improvements along EM Watts Road. In connection therewith, Grantee may remove any trees, shrubs or other materials necessary or convenient to accomplish said purposes. The Grantor also grants to the Grantee, its officers, agents, employees, successors, assigns, contractors, and subcontractors the right to use construction equipment at the Easement Site.

IT IS UNDERSTOOD that the easement rights herein granted shall become effective on the date last signed below and shall terminate three (3) years from said date, or when construction on the property is completed, whichever is earlier.

IT IS ALSO UNDERSTOOD that the easement herein granted does not convey any right or interest in the Easement Site except as stated herein, nor prevents Grantor from the use of said Easement Site, provided, however, that such use does not interfere with the rights herein granted.

In addition, the Grantee, its successors, assigns, agents, contractors, and employees agree to the following conditions of entry:

- 1) **INDEMNIFICATION.** Subject to the limitations and conditions of the Oregon Constitution and ORS 30.260 to 30.300, the Grantee agrees to indemnify Grantor from all claims made for injury to person or property caused by Grantee's negligence during the actual use by Grantee of the property for any of the above-described purposes.
- 2) **DAMAGE TO PROPERTY.** Grantee shall exercise care to avoid damaging the Easement Site in any manner not consistent with the purpose for which this easement is issued.
- 3) **COOPERATION WITH GRANTOR.** Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this easement is granted.
- 3) **CLEANUP.** Upon completion of the project, Grantee shall clean the easement site of all rubbish, excess material, and equipment.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COLUMBIA COUNTY AND THE COLUMBIA SOIL AND WATER CONSERVATION
DISTRICT FOR SCHAFFER ROAD CULVERT REPAIRS**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as the "County," and the COLUMBIA SOIL AND WATER CONSERVATION DISTRICT, hereinafter referred to as the "District" for the repair of damage to the culvert at Schaffer Road caused by the 2015 winter storm event.

RECITALS

WHEREAS, by the authority granted in ORS 190.010, a unit of local government may enter into an agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, has the authority to perform; and

WHEREAS, the District is a unit of local government under ORS 190.003 whose mission is to assist in sustaining local natural resources; and

WHEREAS, Schaffer Road is County Road under the jurisdiction of the County; and

WHEREAS, through a joint effort between the County, the District and the Lower Columbia River Watershed Council in 2014, the culvert at Schaffer Road was replaced with a new bottomless arch culvert to aid fish passage through the Clatskanie River watershed; and

WHEREAS, shortly after the construction of the new culvert, severe winter storms in December 2015, caused substantial scouring damage to the footings of the culvert; and

WHEREAS, through Federal Emergency Management Agency ("FEMA") disaster relief assistance, the County received \$47,997.00 from the Oregon Office of Emergency Management ("OEM") through Infrastructure Contract 4258-DR-OR (PW 00291(0)), which is attached hereto as Exhibit A and incorporated herein by this reference, to repair damage to the Schaffer Road culvert caused by the 2015 winter storm; and

WHEREAS, with the County's consent, the District undertook the work to repair the culvert and incurred costs of \$86,907.09; and

WHEREAS, for the District's work on the culvert, the County wishes to reimburse the District a total of \$72,207.09, using funds in the amount of \$47,997.00, which the County received from OEM/FEMA, and \$24,210.09 from the County Road Fund; and

WHEREAS, the parties therefore wish to enter into an agreement to provide payment to the District for the work that the District performed on Schaffer Road culvert;

AGREEMENT

NOW, THEREFORE, under the above-stated authority, and in consideration of mutual covenants contained herein, the parties hereby agree as follows:

- A. **Effective Date.** This Agreement shall become effective when signed by the parties but shall be retroactive to January 1, 2016.
- B. **Scope of Work.** The Scope of Work to repair the damage to the Schaffer Road culvert caused by the 2015 severe winter storms is described in PW-00291(0), which is attached as part of Exhibit A. The District certifies that in performing the work under this Agreement, the District has complied with all terms and conditions of OEM/FEMA Infrastructure Contract 4258-DR-OR (PW 00291(0)) (Exhibit A) applicable to subrecipients. The District further certifies that it has obtained and complied with all necessary permits and has complied with all applicable Oregon public contracting rules.
- C. **Funding.** The repair of the Schaffer Road culvert will be funded, as follows:

OEM/FEMA Infrastructure Contract 4258-DR-OR (PW 00291(0))	\$47,997.00
County Road Dept Funds	\$24,210.09
County Total	\$72,207.09
District Contribution	\$14,700.00
Project Total	\$86,907.09

The County shall pay the District in the amount of \$72,207.09, said amount to be the complete compensation for the services performed under this Agreement. Payment shall be made within thirty (30) days after this Agreement is executed.

- D. **Agreement Representatives.** The representatives for this Agreement shall be:

For County: Michael Russell, Director Columbia County Road Department 1054 Oregon Street St. Helens, OR 97051 503-397-3964	For District: Kari Hollander, District Manager Columbia Soil & Water Conservation Dist. 35285 Millard Road St. Helens, OR 97051 503-397-4555 ext. 102
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- E. **Independent Contractor.** Any work that the District performed under this Agreement was performed as an independent contractor. Neither the District, nor its officers, agents or employees were considered an employee, agent, partner, joint venture, or representative of the County for any purpose whatsoever. The County did not have the right of direction or control over the manner in which the District delivered services under this Agreement and did not exercise any control over the activities of the District except requiring that the services be performed in a manner that is consistent with the terms of this Agreement.
- F. **Termination.** This Agreement may be terminated at any time in whole or in part by mutual consent of the parties
- G. **Amendments.** This Agreement shall not be modified or amended except by a written

instrument executed by the duly authorized representatives of both parties.

- H. **Indemnification.** Subject to the limitations of the Tort Claims Act, ORS 30.260 *et seq.*, the District shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, the State of Oregon, and its agencies, officers, employees, agents and members, and the United States and its agencies, officers, employees, agents and members from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of the District, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.
- I. **Insurance.** The District shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence for bodily injury and property damage. The District shall provide the County a certificate of insurance in the amount required, which names Columbia County, its officers, agents and employees as additional insureds. The certificate shall be accompanied by an additional insured endorsement identifying Columbia County, its officers, agents and employees as additional insureds.
- J. **Non-assignment; Third Party Beneficiaries.** This Agreement may not be assigned to third parties. There are no third party beneficiaries of this Agreement.
- K. **Nonwaiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
- L. **Time of the Essence.** The parties agree that time is of the essence in this Agreement.
- M. **Choice of Law.** This Agreement shall be governed by the laws of the State of Oregon.
- N. **Venue.** Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- O. **Severability.** If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.
- P. **Counterparts.** This agreement may be executed in several counterparts (facsimile or otherwise), all of which taken together shall constitute one Agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- Q. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement. The parties, by signature of their authorized representatives below, hereby acknowledge that they have reviewed and understand and agree to the terms and

conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or have caused to be executed by their duly authorized officials, this Agreement between the County and the District on the respective dates indicated below.

COLUMBIA SOIL AND WATER
CONSERVATION DISTRICT

By: Bill Eagle

~~Kari Hollander, District Manager~~
Bill Eagle, Vice Chair

Date: _____

Approved as to form

By: _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4258-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and the Columbia County Road Department, a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT". This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2026.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storms, Straight-line winds, Flooding, Landslides and Mudslides from December 6-23, 2015 and

WHEREAS OEM is authorized by the 2016 FEMA-State Agreement for the 2015 Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4258-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of December 6-23, 2015, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4258-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4258-DR-OR, that amount is \$121,800.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
 - c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and

final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4258-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Domestic Assistance (CFDA) number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (CFDA-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than *nine* months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.145(2), indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Conditions

of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved
14. Reserved
15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
16. Notice of awarding agency requirements and regulations pertaining to reporting. — Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.
17. Subrecipient will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and ~~by~~ this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

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

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

Lonny Walter
Columbia County Road Department
1054 Oregon Street
St. Helens, OR 97051
Phone: (503) 366- 3963
Fax: (503) 397-7215

For OEM:

Clint Fella
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503)378-2911, ext 22227
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with

completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.


Clint Fella, Alternate GAR

Office of Emergency Management
Date:

6/30/17

By: 
Subrecipient Signature

Printed Name: Henry Heimuller

Title: CHAIR

Date: 4-5-17

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Cynthia Byrnes
Assistant Attorney General
By Email
DATE:

Federal Tax ID No. (TIN): 03-6002288

DUNS #:

Organization: Columbia County

Address: 230 Strand St.
St. Helens, Or 97051

Phone: (503) 397-4322

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA: 97-036

S76 111

10/11/17

OR-4258-PW-00291(0) P	
Applicant Name:	Application Title:
COLUMBIA COUNTY ROAD DEPARTMENT	ST0111 - Road Damage
Period of Performance Start:	Period of Performance End:
02-17-2016	08-17-2017

Subgrant Application - Entire Application

Application Title: ST0111 - Road Damage

Application Number: PA-10-OR-4258-PW-00291(0)

Application Type: Subgrant Application (PW)

Preparer Information	
Prefix	Ms.
First Name	CLAUDINE
Middle Initial	
Last Name	BRYANT
Title	Document Integrity Unit
Agency/Organization Name	OEM
Address 1	P O Box 14370
Address 2	
City	Salem
State	OR
Zip	97309
Email	Julie.slevin@oem.state.or.us
Is the application preparer the Point of Contact? No	

Point of Contact Information	
Prefix	
First Name	Lonnie
Middle Initial	
Last Name	Welter
Title	Transportation Planner
Agency/Organization	COLUMBIA COUNTY ROAD DEPARTMENT
Address 1	1054 Oregon Street
Address 2	
City	St. Helens
State	OR
ZIP	97051
Phone	503-366-3963
Fax	

Email	lonny.welter@co.columbia.or.us
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Alternate Point of Contact Information	
Prefix	
First Name	
Middle Initial	
Last Name	
Title	
Agency/Organization	
Address 1	
Address 2	
City	
State	
ZIP	
Phone	
Fax	
Email	

Project Description	
Disaster Number:	4258
Pre-Application Number:	PA-10-OR-4258-RPA-0066
Applicant ID:	009-UR2PF-00
Applicant Name:	COLUMBIA COUNTY ROAD DEPARTMENT
Subdivision:	
Project Number:	ST0111
Standard Project Number/Title:	399 - Road System Damage
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	ST0111 - Road Damage
Category:	C.ROADS & BRIDGES
Percentage Work Completed?	0.0 %
As of Date:	04-13-2016
Comments	
PDM Assigned: John Moak Clatskanie Crossing 2 - head cut developed upstream and damage on footings on County road. Guard rail semi-exposed.	
Attachments	

Damage Facilities (Part 1 of 2)								
Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	Clatskanie Crossing 2		Columbia		OR		No	

Comments
Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
CLAUDINE BRYANT	04-15-2016	Additional Damages Document	0111 - Categorical Info Checklist	0111 - Categorical Info Checklist.docx	0111 - Categorical Info Checklist.docx(50.17 kb)	View
JEREMY COLLINS	05-06-2016	Additional Information	ST0111 DDD		ST0111 DDD.pdf(50.81 kb)	View
JEREMY COLLINS	05-06-2016	Additional Information	ST0111 Photos		ST0111 photos.pdf(919.99 kb)	View
JEREMY COLLINS	05-06-2016	Additional Information	ST0111 Template		ST0111 PA Category C Draft_v34_distributed.pdf (2.38 Mb)	View
JEREMY COLLINS	05-06-2016	Additional Information	ST0111 SIR		ST0310 ST0111 SI Report.pdf(723.71 kb)	View
JEREMY COLLINS	05-06-2016	Additional Information	ST0111 Location Map		ST0111 Location Map.pdf (150.69 kb)	View
CLAUDINE BRYANT	05-18-2016	Additional Information	0111 - Correspondence	0111 - Project SOW and Cost Document.pdf	0111 - Project SOW and Cost Document.pdf(266.73 kb)	View
CLAUDINE BRYANT	08-03-2016	Map	0111 - Map	0111 - Map - Schaffer Rd Bridge Map.pdf	0111 - Map - Schaffer Rd Bridge Map.pdf(138.74 kb)	View
CLAUDINE BRYANT	08-03-2016	Photos	0111 - Photos	0111 - Photos.pdf	0111 - Photos.pdf(919.10 kb)	View
LORI DRUFFEL	08-10-2017	Additional Information	4258 291 bridge crossing AS BUILTS 2-27-15		4258 291 bridge crossing AS BUILTS 2-27-15.pdf(4.49 Mb)	View
LORI DRUFFEL	08-10-2017	Additional Information	4258 291 Applicant Estimate 6-27-17		4258 291 Applicant Estimate 6-27-17.pdf(160.98 kb)	View

Facility Name:	Clatskanie Crossing 2
Address 1:	
Address 2:	
County:	Columbia
City:	
State:	OR
ZIP:	
Was this site previously damaged?	No
Percentage Work Completed?	0.00 %
Location:	PA-10-OR-4258-PW-00291(0): Clatskanie River - Schaffer Road Bridge GPS 45.933167 -123.03324

<p>Damage Description and Dimensions:</p>	<p>PA-10-OR-4258-PW-00291(0): As a direct result of and during the incident period, December 6, 2015 - December 23, 2015 for FEMA-4258-DR-OR, fast moving waters from the Clatskanie River at GPS 45.933167 -123.03324, washed rip rap and fill material from around the concrete abutments of a 1-span, 2-lane, simple bridge (Crossing 2) and washed away river rock from the natural riverbed underneath and on both sides of the bridge.</p> <p>The following is a list of damage at Schaffer Rd Bridge:</p> <ul style="list-style-type: none"> • Rip Rap on abutment (East Side), 10-FT wide x 20-FT long x 10-FT deep / 2 (slope) / 27 = 37 CY • Rip Rap on abutment (West Side), 15-FT wide x 100-FT long x 10 FT deep / 2 (slope) / 27 = 278 CY • Fill material over rip rap on abutment (West Side, downstream) 5 CY • River rock from the river bed, 15-FT wide x 200-FT long x 4-FT deep / 27= 444 CY
<p>Scope of Work:</p>	<p>PA-10-OR-4258-PW-00291(0): == 09-07-2016 == Original Scope of Work which follows was not compliant with permit requirements. The applicant will mobilize and install temporary traffic control devices and install the below items to repair the facility back to its pre-disaster condition. Engineering and project management will be needed.</p> <ul style="list-style-type: none"> • Rip Rap on abutment (East Side), 10-FT wide x 20-FT long x -10 FT deep / 2 (slope) / 27 = 37 CY • Rip Rap on abutment (West Side), 15-FT wide x 100-FT long x 10 FT deep / 2 (slope) / 27 = 278 CY • Fill material over rip rap on abutment (West Side, downstream) 5 CY • River rock from the river bed, 15-FT wide x 200-FT long x 4-FT deep / 27= 444 CY <p>== 08-08-2017 == Scope of work rework to be in compliance with ESA and regulatory requirements.</p> <p>WORK COMPLETED: Engineering design and permit application and consultation costs are estimated based on email from applicant, \$8,000.00. Cost documentation to be supplied to Recipient.</p> <p>WORK TO BE COMPLETED: Scope and engineering estimate are based on Applicant Engineer's estimate dated 6/27/2017.</p> <p>Applicant method of repair consists of the following- Supporting and reinforcing the bridge footings on the river-left side of the bridge where the stream has down cut the footing. Stream channel is re-centered under the bridge, moving the main flow of the river away from the bridge infrastructure. A log structure will be placed upstream of the bridge</p>

on the river-left side of the channel to diver flows from the bridge footing. Slopes that are steeper than 1V:2H will be armored with 24 to 60-inch riprap to stabilize the banks on the upstream and downstream side of the bridge. The cement slab which was exposed during the disaster event is creating an erosive hydraulic feature that is directing flow into the left side of the bridge. The scope of work will remove the cement slab obstruction.

Work area isolation will occur first followed by dewatering and fish salvage. Best Management Practices to prevent scour and localized erosion will be employed at the water diversion.

Construction will begin by excavating the previously embedded concrete slab and disposing of it. The footings and adjacent stream bed would then be rebuilt to include building the bed in about 2 FT lifts and washing in the fines to simulate natural bed armoring. Erosion control measures such as straw wattles and/or silt fencing along the waterway will be utilized to limit or prevent sediment from leaving the project site.

Fueling and equipment staging will occur where any potential spills cannot discharge into the river. The site will then be seeded and mulched, and appropriate site specific native vegetation would be installed where any vegetation has to be removed. All trash and excess material will be removed from the project site, bringing it to pre-construction conditions.

The project would be conducted in accordance with USACE SLOPES IV standards and be designed to mimic "natural" conditions at the project location. Bioengineering techniques for the proposed project would include the use of large rock, streambed mix, large woody debris (LWD) and native materials (granular soil and cobble). Native materials removed would be reutilized onsite to the extent possible or disposed of at an upland disposal location if not used. Imported fill material would be sourced from local area quarries at the discretion of the supervising engineer.

COST ESTIMATE SCOPE ITEMS

Method of repair estimate items are as follows:

== Preparation

Mobilization, site clearing, construction surveying

== Construction Erosion Control

24-inch diversion pipe, pump and check dams, sediment control fence (200 FT), construction area clean up, fish block nets.

== Streambed

Rock (24 to 60 inch) (49 CY), ballast rock 48 to 72 inch (30 EA), structural fill (175 CY), large woody debris installation 6-10 units consisting of rootwads (24 inch DBH x 45 FT), footer logs (24 inch DBH x 60 FT), vertical logs (18 inch DBH x 20 FT), installation, channel construction. The cost estimate is based on the assumption that the large woody debris materials will be provided at no cost, installation is estimated.

== Other

Engineering/Permitting to include site inspection and cost for on-site biologist contractor during rock and LWD placement. Material trucking, site cleanup, streambed gravel (50 CY), erosion and sediment control (seeding, mulching and planting).

Some mitigation will be achieved by method of repair.

If the scope of work/ material quantity changes during the construction, the applicant should notify the Recipient, Oregon Office of Emergency Management (OEM), as soon as the change to scope of work is identified. OEM contact Julie Slevin, State Public Assistance Officer, Julie.slevin@state.or.us or 503.378.2235.

The applicant is requesting Direct Administrative Cost but has not provided any documentation. DAC has been estimated for 10 hours at \$40.00 per hour used to document activities to include (but not limited to) site visits, reviewing project worksheets, and collecting, copying, filing, or submitting documents to support the claim. \$400 total.

Attachments:

0111 - FA Labor Benefit Calculation - Roads and Parks Employee Pay Sheet for Fema-Dec2015-April2016.xls (08-03-2016)
0111 - FA Crew Pay Rates.xlsx (08-03-2016)
0111 - Estimate of Repairs - Storm Repairs Cost Est .xlsx (08-03-2016)
0111 - Word Document - SOW and Costing - Columbia Soil and Water assigned to Columbia Road Dept.docx (08-03-2016)

4258 291 bridge crossing AS BUILTS 2-27-15
4258 291 Applicant Estimate 6-27-17
4258 291 Work Complete estimate email

COMMENTS:

-- DISASTER RELATED DAMAGES: By accepting this grant the Applicant/Sub-Recipient to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the designated incident period of December 6-23, 2015 for this disaster event; with the exception of requests for alternate or improved projects.

--RECORD RETENTION/DOCUMENTATION: As described in 2 CFR, Part 200 § 200.333, Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) -- (f), (1), (2). All records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs. Additionally, State of Oregon document retention requirement is six (6) years from the date of project closeout.

--EHP: Any change to the approved scope of work will require re-evaluation in accordance with the National Environmental Policy Act (NEPA) and other Federal environmental protection and historic preservation laws and Executive Orders.

This review does not address all Federal, state and local requirements. Acceptance of Federal funding requires recipients to comply with all Federal, state and local laws. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize the receipt of Federal funding.

If ground disturbing activities occur during construction, the sub-grantee

<p>Applicant/Sub-Recipient will monitor ground disturbance and if any potential archaeological resources are encountered, will immediately cease construction in that area and notify the state and FEMA.</p> <p>--INSURANCE: The applicant is aware that all projects are subject to insurance review as stated in 44 CFR Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.</p> <p>-- DIRECT ADMINISTRATIVE COSTS (ESTIMATED): Direct Administrative Costs (Subgrantee) 9901 has been estimated from the DAC Spreadsheet (Attached). These costs were calculated based on the total project value. The Subgrantee has been notified that back-up documentation will be requested at close-out which supports all costs incurred for assistance in formulating or administering this project assistance grant.</p> <p>--SANDY RECOVERY IMPROVEMENT ACT (SRIA): The Applicant/Sub-Recipient was informed of the PA Alternative Procedures (Pilot Program). The subgrantee has elected FEMA's standard procedures for this project.</p>		
Hazard Mitigation Proposal		
* Is effective mitigation feasible on this site?	No	
If you answered Yes to the above question, the next question is required		
Will mitigation be performed on this site?	No	
If you answered Yes to the above question, the next question is required		
Do you wish to attach a Hazard Mitigation Proposal?	No	
If you answered Yes to the above question, the next two questions are required		
Please provide the Scope of Work for the estimate: (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?		
GIS Coordinates		
Project Location	Latitude	Longitude
River Crossing	45.933167	-123.03324

Special Considerations	
1. Does the damaged facility or item of work have insurance coverage and/or is it an Insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	Yes
If you would like to make any comments, please enter them below.	
(maximum 4000 characters) Rip Rap in river is in the A Zone. FIRM 41009C0300D	
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	Yes
If you would like to make any comments, please enter them below.	

(maximum 4000 characters)

Regulatory requirements require the installation of large woody debris and removal.

5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

ESA issues

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
CLAUDINE BRYANT	04-22-2016	Environmental/Historic Document	0111 - Correspondence	0111 - Correspondence - ODFW Fish Passage Approval for Clatskanie River.pdf	0111 - Correspondence - ODFW Fish Passage Approval for Clatskanie River.pdf(1.82 Mb)	View
CLAUDINE BRYANT	04-22-2016	Environmental/Historic Document	0111 - Permit	0111 - Dept of State Lands Permit.pdf	0111 - Dept of State Lands Permit.pdf(5.10 Mb)	View
CLAUDINE BRYANT	04-22-2016	Floodplain	0111 - Floodplain Development Permit	0111 - Floodplain Development Permit 14-07.pdf	0111 - Floodplain Development Permit 14-07.pdf(3.29 Mb)	View
CLAUDINE BRYANT	04-22-2016	Environmental/Historic Document	0111 - USFWS Federal Permit	0111 - USFWS Federal Permit.pdf	0111 - USFWS Federal Permit.pdf(530.69 kb)	View
CLAUDINE BRYANT	05-16-2016	Environmental/Historic Document	0111 - EHP - Site Inspection Report	0111 - EHP - Site Inspection Report 4-27-2016.pdf	0111 - EHP - Site Inspection Report 4-27-2016.pdf(2.86 Mb)	View
WILLIAM WEBBER	06-03-2016	Map	Flood Map	Flood Map	FM41009C0300D ST0111 Bridge.pdf(207.17 kb)	View
YVETTE CVITANOVICH	06-27-2016	Environmental/Historic Document	FIRMette	ST0111-FIRMette	ST0111-FIRMette.pdf (352.53 kb)	View
JESSICA STEWART	08-31-2017	Environmental/Historic Document	USACE Permit		20170830 NWP Verification Letter.pdf (130.22 kb)	View
JESSICA STEWART	08-31-2017	Environmental/Historic Document	401 Water Quality Cert		20170831_401WQCert.pdf (644.73 kb)	View

For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project?	Yes
If you answered Yes to the above question, the next question is required	
Will mitigation be performed on any sites in this project?	No
If you answered Yes to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	No
If you answered Yes to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate:	
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	No

Comments

Applicant is considering adding some kind of flow diversion technique to protect the rip-rap near the concrete wing walls. Applicant will investigate if this is possibly a code requirement for restoration of the area, as he currently believes. An HMP might follow for flow diversion (probably bio-engineered) if approval is granted. Cost estimate and scope of work T.B.D.

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
ANDREW PLESHKO	04-29-2016	Mitigation Document	MITIGATION SITE INSPECTION		Site Inspection.pdf (384.58 kb)	View

Cost Estimate

Is this Project Worksheet for:	
--------------------------------	--

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work Completed									
1	9999	Engineering and Permitting estimate	1	LS	\$ 8,000.00		Work Completed	\$ 8,000.00	
Work To Be Completed									
2	9999	Applicant provided SOW and Costs	1	LS	\$ 55,596.00	CONSTRUCTION	Work To Be Completed	\$ 55,596.00	
Direct Subgrantee Admin Cost									
3	9901	Direct Administrative Costs (Subgrantee)	1	LS	\$ 400.00	PERSONNEL	Direct Subgrantee Admin Cost	\$ 400.00	
								Total Cost:	\$ 63,996.00

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action

	Total Cost : \$ 0.00
--	-----------------------------

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	\$ 63,996.00
--	---------------------

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
CLAUDINE BRYANT	08-03-2016	Force Account	0111 - FA Labor Benefit Calculation	0111 - FA Labor Benefit Calculation - Roads and Parks Employee Pay Sheet for Fe	0111 - FA Labor Benefit Calculation - Roads and Parks Employee Pay Sheet for Fema-Dec2015-April2016.xls (71.51 kb)	View
CLAUDINE BRYANT	08-03-2016	Force Account	0111 - FA Crew Pay Rates	0111 - FA Crew Pay Rates.xlsx	0111 - FA Crew Pay Rates.xlsx(18.82 kb)	View
CLAUDINE BRYANT	08-03-2016	Additional Information	0111 - Estimate of Repairs	0111 - Estimate of Repairs - Storm Repairs Cost Est .xlsx	0111 - Estimate of Repairs - Storm Repairs Cost Est .xlsx (39.77 kb)	View
CLAUDINE BRYANT	08-03-2016	Additional Information	0111 - Word Document - SOW and Costing	0111 - Word Document - SOW and Costing - Columbia Soil and Water assigned to Col	0111 - Word Document - SOW and Costing - Columbia Soil and Water assigned to Columbia Road Dept.docx (18.53 kb)	View
LORI DRUFFEL	08-10-2017	Additional Information	4258 291 Applicant Estimate 6-27-17		4258 291 Applicant Estimate 6-27-17.pdf(160.98 kb)	View
LORI DRUFFEL	08-10-2017	Additional Information	4258 291 work complete estimate email		4258 291 work complete estimate email.pdf(60.65 kb)	View

Existing Insurance Information						
Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required

Comments

Attachments

Comments and Attachments		
Name of Section	Comment	Attachment
Project Description	PDM Assigned: John Moak Clatskanie Crossing 2 - head cut developed upstream and damage on footings on County road. Guard rail semi-exposed.	
Damage Facilities		0111 - Categorical Info Checklist.docx (04-15-2016) ST0111 DDD.pdf (05-06-2016)

Comments and Attachments		
		ST0111 photos.pdf (05-06-2016) ST0111 PA Category C Draft v34 distributed.pdf (05-06-2016) ST0310 ST0111 SI Report.pdf (05-06-2016) ST0111 Location Map.pdf (05-06-2016) 0111 - Project SOW and Cost Document.pdf (05-18-2016) 0111 - Map - Schaffer Rd Bridge Map.pdf (08-03-2016) 0111 - Photos.pdf (08-03-2016) 4258 291 bridge crossing AS BUILTS 2-27-15.pdf (08-10-2017) 4258 291 Applicant Estimate 6-27-17.pdf (08-10-2017)
Special Considerations		0111 - Correspondence - ODFW Fish Passage Approval for Clatskanie River.pdf (04-22-2016) 0111 - Dept of State Lands Permit.pdf (04-22-2016) 0111 - Floodplain Development Permit 14-07.pdf (04-22-2016) 0111 - USFWS Federal Permit.pdf (04-22-2016) 0111 - EHP - Site Inspection Report 4-27-2016.pdf (05-16-2016) FM41009C0300D ST0111 Bridge.pdf (06-03-2016) ST0111-FIRMette.pdf (06-27-2016) 20170830 NWP Verification Letter.pdf (08-31-2017) 20170831 401WQCert.pdf (08-31-2017)
Mitigation	Applicant is considering adding some kind of flow diversion technique to protect the rip-rap near the concrete wing walls. Applicant will investigate if this is possibly a code requirement for restoration of the area, as he currently believes. An HMP might follow for flow diversion (probably bio-engineered) if	Site Inspection.pdf (04-29-2016)

Comments and Attachments		
	approval is granted. Cost estimate and scope of work T.B.D.	
Cost Estimate		<p>0111 - FA Labor Benefit Calculation - Roads and Parks Employee Pay Sheet for Fema-Dec2015-April2016.xls (08-03-2016)</p> <p>0111 - FA Crew Pay Rates.xlsx (08-03-2016)</p> <p>0111 - Estimate of Repairs - Storm Repairs Cost Est .xlsx (08-03-2016)</p> <p>0111 - Word Document - SOW and Costing - Columbia Soil and Water assigned to Columbia Road Dept.docx (08-03-2016)</p> <p>4258 291 Applicant Estimate 6-27-17.pdf (08-10-2017)</p> <p>4258 291 work complete estimate email.pdf (08-10-2017)</p>
Form 90-91		<p>0111 - Signed Form 90-91 - DDD.pdf (05-18-2016)</p> <p>0111 - Email.pdf (05-18-2016)</p> <p>ST0111 - Signed Form 90-91 PW.pdf (10-20-2016)</p>
Application Level		ST0111 - DAS QA Completed Checklist.xlsm (09-06-2016)
Bundle Reference # (Amendment #)		Date Awarded
PA-10-OR-4258-PW-00291(356)		10-10-2017

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET

DISASTER		PROJECT NO.		PA ID NO.	DATE	CATEGORY
FEMA	4258 - DR -OR	ST0111	009-UR2PF-00	08-10-2017	C	
APPLICANT: COLUMBIA COUNTY ROAD DEPARTMENT				WORK COMPLETE AS OF: 04-13-2016 : 0 %		
Site 1 of 1						
DAMAGED FACILITY: Clatskanie Crossing 2				COUNTY: Columbia		
LOCATION: PA-10-OR-4258-PW-00291(0):				LATITUDE: 45.933167	LONGITUDE: -123.03324	

Clatskanie River - Schaffer Road Bridge
GPS 45.933167 -123.03324

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-OR-4258-PW-00291(0):

As a direct result of and during the incident period, December 6, 2015 - December 23, 2015 for FEMA-4258-DR-OR, fast moving waters from the Clatskanie River at GPS 45.933167 -123.03324, washed rip rap and fill material from around the concrete abutments of a 1-span, 2-lane, simple bridge (Crossing 2) and washed away river rock from the natural riverbed underneath and on both sides of the bridge.

The following is a list of damage at Schaffer Rd Bridge:

- Rip Rap on abutment (East Side), 10-FT wide x 20-FT long x 10-FT deep / 2 (slope) / 27 = 37 CY
- Rip Rap on abutment (West Side), 15-FT wide x 100-FT long x 10 FT deep / 2 (slope) / 27 = 278 CY
- Fill material over rip rap on abutment (West Side, downstream) 5 CY
- River rock from the river bed, 15-FT wide x 200-FT long x 4-FT deep / 27= 444 CY

Current Version:

SCOPE OF WORK:

PA-10-OR-4258-PW-00291(0):

== 09-07-2016 == Original Scope of Work which follows was not compliant with permit requirements. The applicant will mobilize and install temporary traffic control devices and install the below items to repair the facility back to its pre-disaster condition. Engineering and project management will be needed.

- Rip Rap on abutment (East Side), 10-FT wide x 20-FT long x 10 FT deep / 2 (slope) / 27 = 37 CY
- Rip Rap on abutment (West Side), 15-FT wide x 100-FT long x 10 FT deep / 2 (slope) / 27 = 278 CY
- Fill material over rip rap on abutment (West Side, downstream) 5 CY
- River rock from the river bed, 15-FT wide x 200-FT long x 4-FT deep / 27= 444 CY

== 08-08-2017 == Scope of work rework to be in compliance with ESA and regulatory requirements.

WORK COMPLETED:

Engineering design and permit application and consultation costs are estimated based on email from applicant, \$8,000.00. Cost documentation to be supplied to Recipient.

WORK TO BE COMPLETED:

Scope and engineering estimate are based on Applicant Engineer's estimate dated 6/27/2017.

Applicant method of repair consists of the following-

Supporting and reinforcing the bridge footings on the river-left side of the bridge where the stream has down cut the footing. Stream channel is re-centered under the bridge, moving the main flow of the river away from the bridge infrastructure. A log structure will be placed upstream of the bridge on the river-left side of the channel to diver flows from the bridge footing. Slopes that are steeper than 1V:2H will be armored with 24 to 60-inch riprap to stabilize the banks on the upstream and downstream side of the bridge. The cement slab which was exposed during the disaster event is creating an erosive hydraulic feature that is directing flow into the left side of the bridge. The scope of work will remove the cement slab obstruction.

Work area isolation will occur first followed by dewatering and fish salvage. Best Management Practices to prevent scour and localized erosion will be employed at the water diversion.

Construction will begin by excavating the previously embedded concrete slab and disposing of it. The footings and adjacent stream bed would then be rebuilt to include building the bed in about 2 FT lifts and washing in the fines to simulate natural bed armoring. Erosion control measures such as straw wattles and/or silt fencing along the waterway will be utilized to limit or prevent sediment from leaving the project site. Fueling and equipment staging will occur where any potential spills cannot discharge into the river. The site will then be seeded and mulched, and appropriate site specific native vegetation would be installed where any vegetation has to be removed. All trash and excess material will be removed from the project site, bringing it to pre-construction conditions.

The project would be conducted in accordance with USACE SLOPES IV standards and be designed to mimic "natural" conditions at the project location. Bioengineering techniques for the proposed project would include the use of large rock, streambed mix, large woody debris (LWD) and native materials (granular soil and cobble). Native materials removed would be reutilized onsite to the extent possible or disposed of at an upland disposal location if not used. Imported fill material would be sourced from local area quarries at the discretion of the supervising engineer.

COST ESTIMATE SCOPE ITEMS

Method of repair estimate items are as follows:

== Preparation

Mobilization, site clearing, construction surveying

== Construction Erosion Control

24-inch diversion pipe, pump and check dams, sediment control fence (200 FT), construction area clean up, fish block nets.

== Streambed

Rock (24 to 60 inch) (49 CY), ballast rock 48 to 72 inch (30 EA), structural fill (175 CY), large woody debris installation 6-10 units consisting of rootwads (24 inch DBH x 45 FT), footer logs (24 inch DBH x 60 FT), vertical logs (18 inch DBH x 20 FT), installation, channel construction. The cost estimate is based on the assumption that the large woody debris materials will be provided at no cost, installation is estimated.

== Other

Engineering/Permitting to include site inspection and cost for on-site biologist contractor during rock and LWD placement. Material trucking, site cleanup, streambed gravel (50 CY), erosion and sediment control (seeding, mulching and planting).

Some mitigation will be achieved by method of repair.

If the scope of work/ material quantity changes during the construction, the applicant should notify the Recipient, Oregon Office of Emergency Management (OEM), as soon as the change to scope of work is identified. OEM contact Julie Stevin, State Public Assistance Officer, Julie.stevin@state.or.us or 503.378.2235.

The applicant is requesting Direct Administrative Cost but has not provided any documentation. DAC has been estimated for 10 hours at \$40.00 per hour used to document activities to include (but not limited to) site visits, reviewing project worksheets, and collecting, copying, filing, or submitting documents to support the claim. \$400 total.

Attachments:

0111 - FA Labor Benefit Calculation - Roads and Parks Employee Pay Sheet for Fema-Dec2015-April2016.xls (08-03-2016)
0111 - FA Crew Pay Rates.xlsx (08-03-2016)
0111 - Estimate of Repairs - Storm Repairs Cost Est .xlsx (08-03-2016)
0111 - Word Document - SOW and Costing - Columbia Soil and Water assigned to Columbia Road Dept.docx (08-03-2016)

4258 291 bridge crossing AS BUILTS 2-27-15
4258 291 Applicant Estimate 6-27-17
4258 291 Work Complete estimate email

COMMENTS:

-- DISASTER RELATED DAMAGES: By accepting this grant the Applicant/Sub-Recipient to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the designated incident period of December 6-23, 2015 for this disaster event; with the exception of requests for alternate or improved projects.

--RECORD RETENTION/DOCUMENTATION: As described in 2 CFR, Part 200 § 200.333, Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) - (f), (1), (2). All records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs. Additionally, State of Oregon document retention requirement is six (6) years from the date of project closeout.

--EHP: Any change to the approved scope of work will require re-evaluation in accordance with the National Environmental Policy Act (NEPA) and other Federal environmental protection and historic preservation laws and Executive Orders.

This review does not address all Federal, state and local requirements. Acceptance of Federal funding requires recipients to comply with all Federal, state and local laws. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize the receipt of Federal funding.

If ground disturbing activities occur during construction, the sub-grantee Applicant/Sub-Recipient will monitor ground disturbance and if any potential archaeological resources are encountered, will immediately cease construction in that area and notify the state and FEMA.

--INSURANCE: The applicant is aware that all projects are subject to Insurance review as stated in 44 CFR Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

-- DIRECT ADMINISTRATIVE COSTS (ESTIMATED): Direct Administrative Costs (Subgrantee) 9901 has been estimated from the DAC Spreadsheet (Attached). These costs were calculated based on the total project value. The Subgrantee has been notified that back-up documentation will be requested at close-out which supports all costs incurred for assistance in formulating or administering this project assistance grant.

--SANDY RECOVERY IMPROVEMENT ACT (SRIA):

The Applicant/Sub-Recipient was informed of the PA Alternative Procedures (Pilot Program). The subgrantee has elected FEMA's standard procedures for this project.

Current Version:

Special Considerations included? ☒ Yes ☐ No

Does the Scope of Work change the pre-disaster conditions at the site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9999	Engineering and Permitting estimate	1/LS	\$ 8,000.00	\$ 8,000.00
		Work To Be Completed			
2	9999	Applicant provided SOW and Costs	1/LS	\$ 55,596.00	\$ 55,596.00
		Direct Subgrantee Admin Cost			
3	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 400.00	\$ 400.00
				TOTAL COST	\$ 63,996.00
PREPARED BY CLAUDINE BRYANT			TITLE Document Integrity Unit		SIGNATURE
APPLICANT REP. Lonnie Welter			TITLE Transportation Planner		SIGNATURE

JS
12/23/17

COLUMBIA COUNTY ROAD DEPARTMENT : PA-10-OR-4258-PW-00291					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	National Historic Preservation Act (NHPA)	Applicant must adhere to the IDP in the event of an inadvertent discovery.	No	Approved
Final Review	Other (EHP)	Magnuson-Stevens Fishery Conservation and Management Act (MSA)	The Applicant should place an equivalent area of rounded stream boulders mid-stream within the construction area to provide complex habitat and instream roughness, and offset the effects of riprap used to armor the bridge footing. The Applicant shall use certified weed-free rock and gravel substrates and erosion control materials.	No	Approved
Final Review	Other (EHP)			Yes	Approved

COLUMBIA COUNTY ROAD DEPARTMENT : PA-10-OR-4258-PW-00291					
Conditions Information					
		Endangered Species Act (ESA)	<p>Applicant must adhere to the terms and conditions found with the BiOp. To implement RPM 1 (minimize suspended sediment transport) the Applicant shall ensure cofferdams and erosion control measures (i.e., straw waddle or other suitable measure) are placed on both ends of the instream construction area. In addition, a small sediment settling and containment basin shall be constructed on the downstream end of the action area. These measures are necessary to minimize transport of fine sediments during and after construction, and rewatering of the action area. To implement RPM 2 (minimize fish handling/electrofishing) the Applicant shall ensure that incidental take is minimized by dewatering the minimum amount of instream area as possible (i.e., maximum of 3,500 square feet). The Applicant shall ensure that all fish are relocated to the nearest suitable habitat upstream of the action area to minimize exposure to suspended sediment upon rewatering of the construction area. The Applicant shall ensure that the site supervisor submits a fish handling and monitoring report to FEMA within 60 days completion of the project that includes the number of fish collected, number released, capture method, and post-handling disposition for all fish encountered. NMFS recommends that the Applicant prepare a stormwater pollution prevention plan (SWPPP) for implementation during construction due to close proximity of the staging area to the Clatskanie River (i.e., less than 150 feet). The plan shall conform to National Pollutant Discharge Elimination System general permit requirements and describe the specific hazardous materials, procedures, and spill containment that will be used, including inventory, storage, and handling.</p>		
Final Review	Other (EHP)	Clean Water Act (CWA)	The sub-recipient is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit	No	Approved

COLUMBIA COUNTY ROAD DEPARTMENT : PA-10-OR-4258-PW-00291					
Conditions Information					
			(s) prior to initiating work. The sub-recipient shall comply with all conditions and pre-construction notification requirements of the required permit(s). All coordination pertaining to these activities and compliance must be sub-recipient's permanent files.		
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	National Historic Preservation Act (NHPA)	Applicant must adhere to the IDP in the event of an inadvertent discovery.	No	Recommended
EHP Review	Other (EHP)	Magnuson-Stevens Fishery Conservation and Management Act (MSA)	The Applicant should place an equivalent area of rounded stream boulders mid-stream within the construction area to provide complex habitat and instream roughness, and offset the effects of riprap used to armor the bridge footing. The Applicant shall use certified weed-free rock and gravel substrates and erosion control materials.	No	Recommended
EHP Review	Other (EHP)	Endangered Species Act (ESA)	Applicant must adhere to the terms and conditions found with the BiOp. To implement RPM 1 (minimize suspended sediment transport) the Applicant shall ensure cofferdams and erosion control measures (i.e., straw waddle or other suitable measure) are placed on both ends of the instream construction area. In addition, a small sediment settling and containment basin shall be constructed on the downstream	Yes	Recommended

COLUMBIA COUNTY ROAD DEPARTMENT : PA-10-OR-4258-PW-00291					
Conditions Information					
			<p>end of the action area. These measures are necessary to minimize transport of fine sediments during and after construction, and rewatering of the action area. To implement RPM 2 (minimize fish handling/electrofishing) the Applicant shall ensure that incidental take is minimized by dewatering the minimum amount of instream area as possible (i.e., maximum of 3,500 square feet). The Applicant shall ensure that all fish are relocated to the nearest suitable habitat upstream of the action area to minimize exposure to suspended sediment upon rewatering of the construction area. The Applicant shall ensure that the site supervisor submits a fish handling and monitoring report to FEMA within 60 days completion of the project that includes the number of fish collected, number released, capture method, and post-handling disposition for all fish encountered. NMFS recommends that the Applicant prepare a stormwater pollution prevention plan (SWPPP) for implementation during construction due to close proximity of the staging area to the Clatskanie River (i.e., less than 150 feet). The plan shall conform to National Pollutant Discharge Elimination System general permit requirements and describe the specific hazardous materials, procedures, and spill containment that will be used, including inventory, storage, and handling.</p>		
EHP Review	Other (EHP)	Clean Water Act (CWA)	<p>The sub-recipient is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) prior to initiating work. The sub-recipient shall comply with all conditions and pre-construction notification requirements of the required permit(s). All coordination pertaining to these activities and compliance must be sub-recipient's permanent files.</p>	No	Recommended
EHP Review	Other (EHP)	Standard Condition #3	<p>If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if</p>	No	Recommended

COLUMBIA COUNTY ROAD DEPARTMENT : PA-10-OR-4258-PW-00291					
Conditions Information					
			any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.		

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
5	Final Review	DRUFFEL LORI	08-23-2017 08:46 PM GMT	08-23-2017 project appears eligible.ld
4	Grantee Review	GWIN DAN	08-22-2017 06:34 PM GMT	State Review DG 8/22/2017
3	EHP Review	STEWART JESSICA	08-11-2017 08:17 PM GMT	<p>Columbia, County of. 45.933167 -123.03324 Category C. Applicant proposes to support and reinforce the bridge footings; re-center the stream channel; place a log structure upstream of the bridge to diver flows from the bridge footing; and remove a cement slab which was exposed during the disaster event. Slopes that are steeper than 1V:2H will be armored with 24 to 60-inch riprap to stabilize the banks on the upstream and downstream side of the bridge. - jstewa27 - 08/11/2017 19:04:07 GMT</p> <p>Please see condition. - jstewa27 - 08/11/2017 19:12:57 GMT</p> <p>Per the State of Oregon's Coastal Zone Mapper, accessed 8/10/2017, the project is not located within the coastal zone. - jstewa27 - 08/11/2017 19:14:29 GMT</p> <p>Per review of the USFWS National Wetlands Inventory (NWI) mapper, accessed 8/11/2017, the project is not located in a wetland. - jstewa27 - 08/11/2017 20:12:08 GMT</p> <p>The project will not adversely impact low income or minority populations. The project will benefit the community regardless of income or minority status. - jstewa27 - 08/11/2017 20:16:42 GMT</p> <p>FEMA initiated formal consultation with NMFS for ESA and MSA on 3/31/2017. NMFS issues a BiOp with conditions on 6/15/2017. Please see conditions. - jstewa27 - 08/11/2017 19:08:02 GMT</p> <p>Although the project area may be in a flyway zone, the scope of work does not have the potential to take migratory birds. - jstewa27 - 08/11/2017 19:16:36 GMT</p> <p>Please see conditions. - jstewa27 - 08/11/2017 19:17:13 GMT</p> <p>Based on the effective FIRM panel 41009C0300D, dated 11/26/2010 or the AFBE (as appropriate), the project is outside the floodplain and has no effect on the floodplain or flood levels. - jstewa27 - 08/11/2017 20:06:43 GMT</p> <p>NHPA: Project scope of work meets the criteria outlined in Appendix D, Programmatic Allowances, Sections II.A., V.A. of the NHPA Section 106 Programmatic Agreement V.3/1/11-Oregon. Allowance determination was based on written detailed undertaking damage and repair descriptions, and site map and made by a SOI qualified FEMA historic preservation specialist. - wmmorrow - 09/08/2016 22:14:35 GMT</p> <p>USFWS/USACE reviewed and approved habitat restoration actions in 2014. The APE and level of disturbance for that action was larger than the APE and level of disturbance for this action. As such, FEMA has determined that this project meets Stipulation I.B. and FEMA has no further requirement for</p>

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				Section 106 review. Applicant will utilize and follow an IDP. Please see condition. - jstewa27 - 08/11/2017 18:24:09 GMT
2	<u>Mitigation Review</u>	HIGGINS GEORGE	09-07-2016 08:12 PM GMT	09/07/2016--No mitigation being suggested ; awaiting EHP Review related to large amount of rip-rap in a salmon-bearing stream. Thomas Higgins, 406-Mitigation Specialist
1	<u>Initial Review</u>	SILER ALBERT	09-07-2016 01:08 PM GMT	9/6/2016 - QA reviewed, 0% completed, applicant provided SOW and costs, possible mitigation. agomes 09/07/2016 - No insurance issues identified. Don Siler Insurance Specialist

4) ACCEPTANCE. All parts of the easement site shall be left in acceptable condition.

IN WITNESS THEREOF, Grantor has signed this document this _ day of _____, 2018.

By: _____
Sean M. Fillner

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Sean M. Fillner upon whose authority and on whose behalf this instrument is signed.

Notary Public for Oregon

ACCEPTANCE:

COLUMBIA COUNTY, OREGON

This is to certify that the interest in real property conveyed herein to the County of Columbia, a political subdivision of the State of Oregon, is hereby accepted by the undersigned, Margaret Magruder, Henry Heimuller, and Alex Tardif, Board of Commissioners of Columbia County, Oregon, and the Grantee consents to the conditions thereof.

Dated this ____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner



Exhibit A

Temporary Construction Easement

Fillner Tract

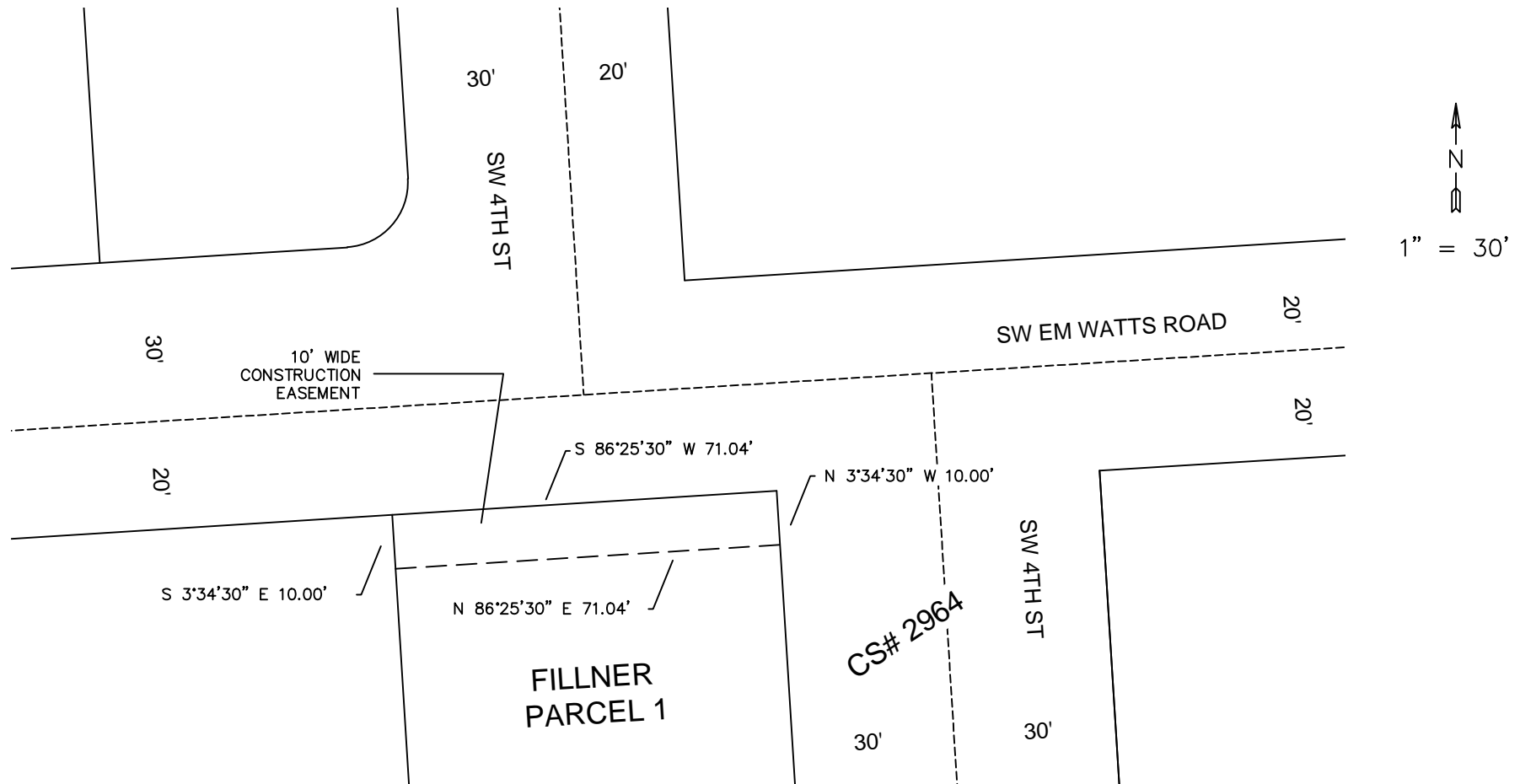
A portion of Parcel 1, Tax Account Number 3903 lying in the Southwest quarter of Section 12, Township 3 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon being more particulary described as follows:


- Beginning at the Northwest corner of CS# 2964 and Northeast corner of Parcel 1, thence South $86^{\circ}25'30''$ West along the North line of said Parcel 1, 71.04 feet;
- thence leaving said North line South $3^{\circ}34'30''$ East 10.00 feet;
- thence North $86^{\circ}25'30''$ East 71.04 feet towards the Easterly right of way of Parcel 1 and S.W. 4th Street;
- thence North $3^{\circ}34'30''$ West along said right of way 10.00 feet to the point of beginning.

Containing 711 square feet more or less

The basis of bearing for this description was County Survey 2964

EASEMENT EXHIBIT B
COLUMBIA COUNTY ROAD DEPARTMENT
IN SW 1/4 OF SECTION 12
T. 3N R. 2W. W.M.



DRAFTER:TRISTAN WOOD..... CHECKER: REVIEWER:	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT.	DATE JUNE 2018	COLUMBIA COUNTY ROAD DEPT. EM WATTS OVERLAY	SHEET 1 OF 1
	 Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215		FILLNER TEMPORARY CONSTRUCTION EASEMENT	PROJECT NO.