

PERSONAL SERVICES CONTRACT (ORS Chapter 279C)  
(Architectural, Engineering, Land Surveying and Related Services)

This Agreement is made and entered into by and between **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Lower Columbia Engineering, LLC, hereinafter referred to as "Contractor".

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Contents of Agreement, Order of Interpretation. This Agreement is made up of this Personal Services Contract along with the following Exhibits:

Exhibit A	Contractors Scope of Work
Exhibit B	Request for Proposals
Exhibit C	Contractors Billing Rate Information
Exhibit D	ODFW Cost Sharing Agreement

By this reference, the above listed Exhibits, all of which are attached hereto, are incorporated herein as if set out in full.

In case of conflict between the documents, this Personal Services Contract without the Exhibits shall control, followed by Exhibit A, followed by Exhibit B, followed by Exhibit C, in that order.

2. Effective Date. This Agreement is effective on the last date signed by the parties, below.
3. Completion Date. The completion date for this Agreement shall be no later than June 19, 2026. By providing written notice to Contractor the County at its sole discretion may extend this Agreement up to two (2) times, each extension being for one (1) year.
4. Contractor's Services. Contractor agrees to provide services for the design and construction of a bridge at the confluence of the Little Clatskanie River (Apiary Road MP 8.4) near Rainier, Oregon. (the "Project"). The specific services to be provided are detailed in the Contractor's Scope of Work attached hereto as Exhibit A and the Request For Proposals ("RFP") which is attached hereto as Exhibit B. In performing this work, Contractor shall comply with the requirements of the ODFW Cost Sharing Agreement which is attached hereto as Exhibit D.
5. Consideration County shall pay Contractor on a fee-for-service basis according to the rates, as set forth in Exhibit C, in an amount not to exceed \$ 226,962.00, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on invoices

submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

6. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Mike Russell, Director  
Columbia County Public Works  
1054 Oregon Street  
St. Helens, OR 97501  
(503) 397-5090  
michael.russell@co.columbia.or.us

FOR CONTRACTOR

Andrew Niemi, PE  
Lower Columbia Engineering  
58640 McNulty Way  
St Helens, OR 97051  
(503) 366-0399  
andrew@lowercolumbiaengr.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

7. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
8. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
9. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
10. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

11. Statutory Provisions. Pursuant to the requirements of ORS Chapter 279C and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

- A. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under this Agreement who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.
- B. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- C. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
13. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
14. Nonwaiver. 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 of the Agreement.
15. Indemnity.

**County Actors Defined:** For the purposes of this section "County Actors" shall mean the County, its officers, elected officials, agents and employees.

**General Duty to Defend:** Contractor shall indemnify, defend, save, and hold harmless all County Actors from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County Actors.

**Exception under ORS 30.140 (2) and (3):** In the case of liability for damage arising out of death or bodily injury to persons or damage to property, Contractor's duty to indemnify under subsection (a) of this section shall be limited to the extent required by ORS 30.140 (2) and (3).

**Limit on Duty to Defend:** In the case of claims for professional negligence relating to the professional services provided under this contract, determination of the Contractor's duty to defend under subsection (a) of this section shall be deferred until after Contractor's liability or fault has been determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement. In such instance the amount of defense costs to be reimbursed by Contractor shall be determined by multiplying the total amount of defense costs incurred by the County Actors by the percentage of the Contractors fault.

16. Insurance. For the duration of the Contract, Contractor shall, at its own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
- A. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
  - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
  - C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in an amount of not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
  - D. Professional liability insurance covering claims made to the extent those claims arise from the Contractor's negligent acts, errors or omissions in the performance of its services under this Agreement with a limit of not less than \$2,000,000 per claim/aggregate.
  - E. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees as Additional Insureds.
  - F. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and County's acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request, and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the contractor shall maintain "tail" coverage for

the maximum time that “tail” coverage is reasonably available in the marketplace. \*The contractor or its insurer must provide thirty (30) days’ written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

- G. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) for the Commercial General Liability Insurance and the Automobile Liability shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds. For insurance on a “claims made” basis, the certificate(s) of insurance shall specify the extended reporting period applicable to “tail” or continuous “claims made” coverage.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be

without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement. However, the parties also agree that the schedules defined in the scope of work is subject to change and that Contractor will perform services with diligence and expediency consistent with sound professional practices to meet defined schedules.

19. Drawings, Specifications and Other Documents.

A. Document Ownership: All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

B. Records Maintenance: Contractor shall maintain complete and accurate records of all services performed and all documents produced under this Contract for six years after completion or abandonment of the Project. Consultant shall make these records available to County upon reasonable notice.

C. Delivery of Project Records: Upon County's written request, or within 90 days after the completion date or other termination of this Agreement and at no cost to County, Contractor shall promptly deliver to County all Project records, including all administrative documents produced, compiled, or maintained by Contractor as a part of the Services provided for the Project, including the following:

- i One reproducible hard copy set and one electronic set of the construction and permit documents, including the bidding requirements, specifications, and cost estimates for the Project;
- ii One set of fixed image pdf files of the drawings that comprise the construction and permit documents;
- iii One set of non-fixed image CADD and/or REVIT drawing files of the plans for the Project; and
- iv All final or draft, studies, reports, calculations, drawings, maps, models, photographs, technology data, and documents prepared by

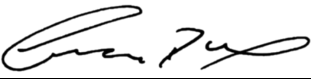
Consultant under this Contract. Such documents shall be provided in pdf format as well as in their native file formats.

20. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. 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.
23. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or 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 the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
25. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

- 26. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 27. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 28. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. County reserves the right at any time to require the submission of the hard copy originals of any documents.
- 29. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Contract that shall be effective as of the last date written below.

**CONTRACTOR**

By: 

Name: Andrew Niemi

Date: 12/12/2025

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

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

By: \_\_\_\_\_  
Kellie Jo Smith, Chair

By: \_\_\_\_\_  
Casey Garrett, Commissioner

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

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

# **Exhibit A**

Contractors Scope of Work

## Scope of Work

A detailed scope of work shall be included in the proposal to address the following Consultant tasks:

### TASK 1: Project Management and Coordination

- A. Designate and coordinate the Consultant project team.
- B. Schedule, prepare for, attend and document project team meetings to be held at the County's office at 1054 Oregon Street, St Helens. These meetings will be held as needed and will include the Consultant, County staff and other project stakeholders. A project kickoff meeting will also be held at the County office.
- C. Prepare a detailed schedule showing all major tasks, meetings, and review milestones.
- D. Provide oversight and management of the project, including maintaining an updated project timeline with major milestones.
- E. Prepare detailed monthly progress reports and progress billings and submit to the County for approval and payment.
- F. Monitor and manage the project budget.

### TASK 2: Survey and Mapping

- A. Preliminary design work (30%) has already been completed. Surveying and mapping will be that which is necessary to update the existing site conditions from the 2020 design in order to continue a design proposal based on the preliminary design work.
- B. Obtain necessary permits for survey within County right of way.
- C. Research and compile available survey data.
- D. Check for any existing easements that may conflict with the proposed improvements.
- E. Obtain any required permissions and/or rights-of-entry on private property to perform surveys.
- F. Establish horizontal and vertical control points.
- G. Complete field topography and base map of area affected by improvements. Locate all existing features including fences, buildings, signs, driveways, trees, curbs, culverts, catch basins, manholes, utilities above and below ground, road improvements, and any other relevant features.
- H. Tie horizontal locations of all utilities. In instances where there may be a major conflict with utilities, tie the vertical locations, as well.
- I. Tie all relevant existing property lines, right of way, easements, and monuments.
- J. Survey shall include full length of the proposed project and the affected adjacent properties.

### TASK 3: Utility Coordination

- A. Identify and locate all existing utilities and utility easements within the project limits.
- B. Determine possible utility conflicts.

### TASK 4: Environmental Coordination and Permits

- A. Field reconnaissance.
- B. Fish Passage Coordination and Application.
- C. SLOPES IV Transportation.

- D. Joint Permit Application.
- E. Archeological and Historic Resources.
- F. Local and Land Use Planning.

TASK 5: Geotechnical Investigations and Laboratory Testing

- A. Field exploration and laboratory testing.
- B. Geotechnical analysis.
- C. Geotechnical report.
- D. Foundation data sheets.
- E. Hazardous material assessment (contingency task).
- F. Additional subsurface exploration (contingency task).

TASK 6: Hydraulic Analysis Report

- A. Site inspection
- B. Site hydrology study
- C. Scour analysis
- D. Revetment design
- E. Hydraulic report
- F. Stormwater management plan

TASK 7: Plans, Specifications and Estimate (PS&E)

- A. Preliminary design (30%) has already been completed. Design work is anticipated to be a continuation of the preliminary design already completed.
- B. Provide all plan drawings including title sheet, plan sheets, details, erosion control details, temporary protection and direction of traffic, and other drawings as required on 11" X 17" sheets.
- C. Prepare 100% of specifications based on the 2024 Oregon Standard Specifications for Construction. Use the County's boilerplate special provisions to the specifications.
- D. Provide 90% review package.
- E. Prepare final detailed estimate of construction costs.
- F. Provide plan and base map drawings in AutoCAD 2013 (or more recent) format.
- G. Provide bid assistance.

**Estimated Professional Services Cost:** The estimated cost of professional services for this work is \$320,000.

**Future Work Limitations:** The following limitations may constrain or prohibit consultant's ability to perform additional services for this project, including for example, construction services. (For these purposes, "Affiliate" or "Affiliates" of a consultant means any Person or entity that controls, is controlled by, or is under common ownership or control with that consultant.):

- If a consultant is awarded a contract to prepare designs and plans/specifications for a project, that consultant and its Affiliates may be eligible to perform future CA/CEI Services, but will not be eligible to propose/bid on or enter into a contract to construct that project.

- If a consultant is awarded a contract to prepare an Environmental Impact Statement (“EIS”) or Environmental Assessment (“EA”) for a project, that consultant and its Affiliates may be precluded (as determined on a case-by-case basis) by the County from preparing the designs/plans/specifications for the project and may not be eligible to propose/bid on or enter into a contract to construct that project.
- If a consultant or an Affiliate of consultant enters into a personal services contract for the purposes of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, that consultant or an Affiliate of that consultant will not be eligible to enter into a public contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the personal services. See OAR 137-048-0130(8).
- If a consultant or any Associate of consultant enters into personal services contract(s) with the County for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals, or other solicitation documents and materials related to a given procurement, the consultant may not be eligible to propose/bid on the prospective procurement (based on a case-by-case assessment by the County).

**Contract Phases:** County anticipates the contracted Services will be a phased development as follows:

- Phase I – Design Acceptance Package (“DAP” “90%”); Design Complete, Project Permitting, and Utility Conflict Identification Complete.
- Phase II – Final Design (100%) Plans and Specifications ready for advertisement.

**Quantity of Contracts Awarded:** It is anticipated that one (1) Proposer will be selected for Contract award from this solicitation. The County, in its sole discretion, may select more Proposers based on the Proposals submitted, the results of the evaluation, and the County’s capacity needs for the Services.

**Offer Period:** A Proposer's Proposal is a firm offer, irrevocable, valid, and binding on the Proposer for not less than 180 days following the closing date for this RFP. County may request, either orally or in writing, that Proposer extend the offer period in writing.

**Contract Duration:** The Contract is anticipated to begin December 10, 2025, and is expected to last approximately one (1) year, though specific project tasks may require completion on a more stringent timetable, depending on the granting authority (*i.e.*, ODFW). Contingent upon the County’s need and Consultant’s performance, the County may amend the Contract for additional time as necessary and able for project completion. The successful Consultant shall perform its obligations through completion of all Services required under the Contract, and through completion of all warranty work for the public improvement or public works project, if applicable, unless the Contract is terminated or suspended.

**Contract Payment:** Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. The method of compensation will be determined by the County and may be based on any of the following methods (may include more than 1 method – “Mixed”):

- Cost Plus Fixed-fee, up to a maximum NTE amount;
- Fixed Price for all Services; Fixed Price per Deliverable; Fixed Price per Milestone;
- Price per Unit.

# **Exhibit B**

Request for Proposals

COLUMBIA COUNTY

Department of Public Works



ST. HELENS, OR 97051

1054 Oregon St.

Direct (503) 397-5090

Fax (503) 397-7215

[publicworks@co.columbia.or.us](mailto:publicworks@co.columbia.or.us)

[columbiacountyor.gov](http://columbiacountyor.gov)

# Columbia County Public Works

Request for Proposals:

S-C00055-00014942

*Engineering & Related Services for Bridge Installation Little Clatskanie  
River Confluence (Apiary Road MP 8.4)*

**Project-Specific Proposal for Project Management, Preliminary Engineering,  
Permitting, Right-of-Way Acquisition and Related Services**

**Issue Date: September 22, 2025**

**Closing Date & Time: October 14, 2025 by 4:00 P.M.**

**Place/Issuing Office:  
Columbia County Public Works  
1054 Oregon St  
St. Helens, OR 97051**

**Single Point of Contact (SPC):**

Grant DeJongh  
Columbia County Public Works  
1054 Oregon Street  
St. Helens, OR 97051  
503-397-5090

[publicworks@columbiacountyor.gov](mailto:publicworks@columbiacountyor.gov)

## REQUEST FOR PROPOSALS

Notice is hereby given that Columbia County by and through its Public Works Department intends to Contract for Project Management, Preliminary Engineering, Permitting and Related Services for the replacement of existing culverts conveying the Little Clatskanie River with a bridge at approximately Apiary Road MP 8.4 near Rainier, Oregon. The Request for Proposal documents are available at the County's website at <https://www.columbiacountyor.gov/bids> and on OregonBuys at <https://oregonbuys.gov/bsol/>. It is the Proposer's responsibility to check the website or OregonBuys frequently to be aware of any addenda.

The consultant shall furnish all labor, materials, and equipment necessary for completion of the project in accordance with this Request for Proposals. The work consists of general design and project planning for bridge construction, HMAC overlay, storm water drainage, and right-of-way acquisition, if any. Proposals for the work described will be received at:

Columbia County Public Works  
Attn: Grant DeJongh  
1054 Oregon Street  
St. Helens, Oregon, 97051

Proposals are due no later than 4:00 p.m., October 14, 2025. Proposals must be in sealed packages marked, "Bridge Installation Little Clatskanie River Confluence (Apiary Road MP 8.4) Engineering and Related Services Proposal". The Columbia County Public Works date/time clock will be the designated time recording device for recording receipt of Proposals. There will not be a public opening of the Proposals.

Proposals must be submitted to the issuing office at the above physical address. Proposals may be submitted via USPS mail or other delivery service, though the Proposer assumes all risk associated with timely delivery of proposals.

**County will not conduct a pre-Proposal conference for this RFP.**

**Electronic Files Linked or Attached to RFP.** This RFP document may be viewed electronically to access files, forms, provisions, or other documents that are attached electronically (shown as icons) or provided via hyperlinks from the internet in this RFP. All files, forms, provisions, or other documents attached electronically or linked from the internet are incorporated in this RFP with the same force and effect as though fully set forth in this RFP. A physical copy of this document, including attachments, can be obtained at the Public Works office upon request.

**DBE Participation Goal Assigned: 0%;**  
**Certified Small Business Aspirational Target: N/A**

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## SOLICITATION SCHEDULE

The table below represents a tentative schedule of events. With the exception of dates marked with an asterisk (\*), all dates are estimates and may change at the County’s sole discretion. All times are listed in Pacific Time and will use date/time clock in the Columbia County Public Works Office. All submissions will be date and time stamped upon receipt.

Event	Date	Time
RFP Issue Date	*Sept. 22, 2025	
Questions / Requests for Clarification Due	Sept. 29, 2025	4:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	Oct. 02, 2025	
RFP Protest Period Ends	*Oct. 13 2025	
Closing (Proposal Due)	*Oct. 14, 2025	4:00 PM
Presentations, Demonstrations, or Interviews	TBD with Vendor	
Request for Price Proposal Information	Dependent on whether interviews occur	
Price Proposal Due	*7 calendar days after requested	
Issuance of Notice of Intent to Award (approx.)	Est. Dec. 04, 2025	
Award Protest Period Ends	*5 calendar days after Notice of Intent to Award	

### Section 1.0 SOLICITATION INFORMATION AND REQUIREMENTS

#### 1.1 DEFINITIONS, SUMMARY OVERVIEW, and PROCUREMENT AUTHORITY/METHOD

##### 1.1.1 DEFINITIONS

For purposes of this RFP:

“County” means Columbia County, by and through its Public Works Department;

“Business Days” means calendar days, excluding Saturdays, Sundays, and all State recognized holidays;

“Calendar Days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;

“Days” means calendar days;

“Professional Services” means architectural, engineering, photogrammetric mapping, transportation planning, or land surveying services;

"Proposal" means a written response to a Request for Proposals;

“Proposers” - All firms submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as “Consultant”;

“Qualifications Based Selection” or “QBS” means evaluation and scoring of Proposals based on qualifications, experience, and project approach, without considering cost;

“Related Services” has the meaning provided in ORS 279C.100;

“RFP” means Request for Proposal;

“Scope of Work” means a sufficiently detailed description of the Services to be provided such that Proposers can provide a responsive Proposal, including pricing information, as well as an overview of the performance outcomes expected by County;

“Services” means the services to be performed under the Contract;

“State” means State of Oregon;

“Statement of Work” or “SOW” means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, Services, deliverables, schedule for delivery and other obligations; and

Note: Though not defined, the terms “sub consultant” and “subcontractor” are used interchangeably in this document.

### 1.1.2 SUMMARY OVERVIEW

Columbia County, by and through its Public Works Department, is seeking Proposals from Professional Services consultants to perform engineering and related services necessary for successful completion of this project. The selected consulting firm will provide design; assist with permitting; and develop full engineering plans, contract specifications, and other related bid documents for a project to construct improvements associated with the Bridge Installation at the confluence of the Little Clatskanie River (Apiary Road MP 8.4) near Rainier, Oregon. Improvements will include the removal of existing culverts and replacement with a new bridge and roadway design to meet current road and environmental needs.

County has adopted for this RFP:

1. Scoping
2. Concept options
3. 30% design plans and estimate

County needs the following technical services provided to complete this project:

1. Develop plan set for bidding purposes
2. Assist county in specifications
3. Assist in project permitting

The plan is to use the drawings, specifications, and permitting to leverage additional funding for construction after PSE is complete.

### **Project Description/General Background Information Bridge Replacement:**

The County has identified the need for improvements on Apiary Road (MP 8.4) due to the inadequate conveyance of the Little Clatskanie River at its confluence with the Clatskanie River. Specifically, the Little Clatskanie River is conveyed through two (2) culverts that are misaligned and perched above the confluence. The proposal is to replace these culverts with a structure over the river to accommodate this confluence. The expected outcome of the Services under this contract is to complete preliminary and final design plans, specifications, and bid documents; and obtain required permits for this bridge project. The Scope of Work is described in detail, below.

Proposers responding to the RFP do so solely at their expense, and the County is not responsible for any Proposer's expenses associated with the RFP. This project is receiving funding from an Oregon Department of Fish and Wildlife (ODFW) grant. The contract resulting from this procurement will therefore be subject to the terms and conditions of the ODFW grant agreement, which is included in the Sample Contract attached as Exhibit D to this RFP. The selected Proposer and the County will negotiate the delivery schedule, costs, and final Statement of Work, within the scope of what is listed here, for inclusion in the final SOW.

The Contract is anticipated to start with design work occurring in late 2025/early 2026. Pending successful negotiations, the selected Proposer shall perform its obligations according to the Contract and exhibits thereto.

## **Scope of Work**

A detailed scope of work shall be included in the proposal to address the following Consultant tasks:

### **TASK 1: Project Management and Coordination**

- A. Designate and coordinate the Consultant project team.
- B. Schedule, prepare for, attend and document project team meetings to be held at the County's office at 1054 Oregon Street, St Helens. These meetings will be held as needed and will include the Consultant, County staff and other project stakeholders. A project kickoff meeting will also be held at the County office.
- C. Prepare a detailed schedule showing all major tasks, meetings, and review milestones.
- D. Provide oversight and management of the project, including maintaining an updated project timeline with major milestones.
- E. Prepare detailed monthly progress reports and progress billings and submit to the County for approval and payment.
- F. Monitor and manage the project budget.

### **TASK 2: Survey and Mapping**

- A. Preliminary design work (30%) has already been completed. Surveying and mapping will be that which is necessary to update the existing site conditions from the 2020 design in order to continue a design proposal based on the preliminary design work.
- B. Obtain necessary permits for survey within County right of way.
- C. Research and compile available survey data.
- D. Check for any existing easements that may conflict with the proposed improvements.
- E. Obtain any required permissions and/or rights-of-entry on private property to perform surveys.
- F. Establish horizontal and vertical control points.
- G. Complete field topography and base map of area affected by improvements. Locate all existing features including fences, buildings, signs, driveways, trees, curbs, culverts, catch basins, manholes, utilities above and below ground, road improvements, and any other relevant features.
- H. Tie horizontal locations of all utilities. In instances where there may be a major conflict with utilities, tie the vertical locations, as well.
- I. Tie all relevant existing property lines, right of way, easements, and monuments.
- J. Survey shall include full length of the proposed project and the affected adjacent properties.

### **TASK 3: Utility Coordination**

- A. Identify and locate all existing utilities and utility easements within the project limits.
- B. Determine possible utility conflicts.

### **TASK 4: Environmental Coordination and Permits**

- A. Field reconnaissance.
- B. Fish Passage Coordination and Application.
- C. SLOPES IV Transportation.

- D. Joint Permit Application.
- E. Archeological and Historic Resources.
- F. Local and Land Use Planning.

**TASK 5: Geotechnical Investigations and Laboratory Testing**

- A. Field exploration and laboratory testing.
- B. Geotechnical analysis.
- C. Geotechnical report.
- D. Foundation data sheets.
- E. Hazardous material assessment (contingency task).
- F. Additional subsurface exploration (contingency task).

**TASK 6: Hydraulic Analysis Report**

- A. Site inspection
- B. Site hydrology study
- C. Scour analysis
- D. Revetment design
- E. Hydraulic report
- F. Stormwater management plan

**TASK 7: Plans, Specifications and Estimate (PS&E)**

- A. Preliminary design (30%) has already been completed. Design work is anticipated to be a continuation of the preliminary design already completed.
- B. Provide all plan drawings including title sheet, plan sheets, details, erosion control details, temporary protection and direction of traffic, and other drawings as required on 11" X 17" sheets.
- C. Prepare 100% of specifications based on the 2024 Oregon Standard Specifications for Construction. Use the County's boilerplate special provisions to the specifications.
- D. Provide 90% review package.
- E. Prepare final detailed estimate of construction costs.
- F. Provide plan and base map drawings in AutoCAD 2013 (or more recent) format.
- G. Provide bid assistance.

**Estimated Professional Services Cost:** The estimated cost of professional services for this work is \$320,000.

**Future Work Limitations:** The following limitations may constrain or prohibit consultant's ability to perform additional services for this project, including for example, construction services. (For these purposes, "Affiliate" or "Affiliates" of a consultant means any Person or entity that controls, is controlled by, or is under common ownership or control with that consultant.):

- If a consultant is awarded a contract to prepare designs and plans/specifications for a project, that consultant and its Affiliates may be eligible to perform future CA/CEI Services, but will not be eligible to propose/bid on or enter into a contract to construct that project.

- If a consultant is awarded a contract to prepare an Environmental Impact Statement (“EIS”) or Environmental Assessment (“EA”) for a project, that consultant and its Affiliates may be precluded (as determined on a case-by-case basis) by the County from preparing the designs/plans/specifications for the project and may not be eligible to propose/bid on or enter into a contract to construct that project.
- If a consultant or an Affiliate of consultant enters into a personal services contract for the purposes of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, that consultant or an Affiliate of that consultant will not be eligible to enter into a public contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the personal services. See OAR 137-048-0130(8).
- If a consultant or any Associate of consultant enters into personal services contract(s) with the County for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals, or other solicitation documents and materials related to a given procurement, the consultant may not be eligible to propose/bid on the prospective procurement (based on a case-by-case assessment by the County).

**Contract Phases:** County anticipates the contracted Services will be a phased development as follows:

- Phase I – Design Acceptance Package (“DAP” “90%”); Design Complete, Project Permitting, and Utility Conflict Identification Complete.
- Phase II – Final Design (100%) Plans and Specifications ready for advertisement.

**Quantity of Contracts Awarded:** It is anticipated that one (1) Proposer will be selected for Contract award from this solicitation. The County, in its sole discretion, may select more Proposers based on the Proposals submitted, the results of the evaluation, and the County’s capacity needs for the Services.

**Offer Period:** A Proposer's Proposal is a firm offer, irrevocable, valid, and binding on the Proposer for not less than 180 days following the closing date for this RFP. County may request, either orally or in writing, that Proposer extend the offer period in writing.

**Contract Duration:** The Contract is anticipated to begin December 10, 2025, and is expected to last approximately one (1) year, though specific project tasks may require completion on a more stringent timetable, depending on the granting authority (*i.e.*, ODFW). Contingent upon the County’s need and Consultant’s performance, the County may amend the Contract for additional time as necessary and able for project completion. The successful Consultant shall perform its obligations through completion of all Services required under the Contract, and through completion of all warranty work for the public improvement or public works project, if applicable, unless the Contract is terminated or suspended.

**Contract Payment:** Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. The method of compensation will be determined by the County and may be based on any of the following methods (may include more than 1 method – “Mixed”):

- Cost Plus Fixed-fee, up to a maximum NTE amount;
- Fixed Price for all Services; Fixed Price per Deliverable; Fixed Price per Milestone;
- Price per Unit.

### 1.1.3 PROCUREMENT AUTHORITY AND METHOD

**Procurement Authority.** County is conducting this RFP according to its authority under ORS 279A and the Columbia County Public Contracting Rules.

**Procurement Method.** County is conducting this RFP in conformance with ORS 279C.110, OAR 137- 048-0220 – Formal Selection Procedure and the Columbia County Public Contracting Rules. County is electing to use the process specifically outlined in OAR 137-048-0220(4), which allows consideration of pricing information.

## **1.2 SOLICITATION PROCESS**

### 1.2.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published on OregonBuys at <https://oregonbuys.gov/bsol/>. RFP documents will not be mailed to prospective Proposers.

County shall advertise all Addenda on OregonBuys. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

This RFP and any subsequent RFP information may also be reviewed at the following Columbia County website: <https://www.columbiacountyor.gov/bids>.

### 1.2.2 QUESTIONS/REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline, or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email: [grant.dejongh@columbiacountyor.gov](mailto:grant.dejongh@columbiacountyor.gov)
- Reference the RFP number: S-C00055-00014942
- Identify Proposer’s name and contact information
- Refer to the specific part of the RFP being questioned (*e.g.*, page, section, and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

## **1.3 PROTESTS**

It is the responsibility of any Prospective Proposer to be familiar with the governing ORS, OAR, and County adopted rules applicable to this RFP, the procurement method, and the solicitation process. The County is not responsible for misunderstandings, misinterpretations, or other errors on the part of any Prospective Proposer that may impact their eligibility or ranking pursuant to this procurement. The protest requirements, outlined below, represent a Prospective Proposer's opportunities to protest the respective elements of this process. For each opportunity for protest, failure to submit a timely protest pursuant to the requirements herein constitutes a waiver on the part of the Prospective Proposer for raising later protests with respect to that opportunity.

### **1.3.1 SOLICITATION (RFP) PROTEST REQUIREMENTS**

Prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Sample Contract. The protest must be received by the SPC no later than seven (7) days before Closing. This is the Prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda issued less than nine (9) days before Closing as provided below for Late Addenda. Proposer may take exception to the terms and conditions of the Sample Contract as set forth in the Negotiations Section. Solicitation protests shall comply with the requirements of OAR 137-048-240(1).

### **1.3.2 PROTESTS TO LATE ADDENDA**

In the event that an addendum is issued less than nine (9) days before Closing, Prospective Proposer may submit a written protest of anything contained in that Addendum to the SPC by 3 p.m. Pacific Time of the second Business Day or the date and time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered. Late Addenda protests shall comply with the requirements of OAR 137-048-240(1).

### **1.3.3 AWARD PROTEST REQUIREMENTS**

Each Proposer shall be emailed or mailed a copy of the Notice of Intent to Award document. A Proposer that claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer shall have five (5) calendar days after the date of the Notice of Intent to Award to file a written protest of the selection with the SPC. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked Proposer eligible for selection, *i.e.*, the protester must claim that all higher ranked Proposers were ineligible for selection because their Proposals were non-responsive or the Proposers are non-responsive. The County shall not consider a selection protest not timely submitted. Award protests shall comply with the requirements of OAR 137-048-240(2).

### **1.3.4 REVIEW OF PROTESTS; COSTS AND DAMAGES**

The Public Works Department shall have the authority to settle or resolve a written protest submitted in accordance with paragraphs 1.3.1, 1.3.2, and 1.3.3, above. The

Public Works Director, or the Director's designee, shall promptly issue a written decision on the protest. Review of the Department's disposition of a written protest shall be available by filing a written request for review with the Board of County Commissioners within seven (7) calendar days.

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. The County shall not be liable for a Proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

#### **1.4 "PASS/FAIL" PROPOSAL SUBMITTAL REQUIREMENTS**

Items in this Section 1.4 marked as "PASS/FAIL" that are incomplete (except for minor informalities), or not submitted by Proposal due date and time, or are otherwise not in substantial conformance with the requirements, will cause the Proposal to be rejected as non-responsive. Proposals must comply with ALL requirements marked as "PASS/FAIL" to be considered for further evaluation.

##### **1.4.1 PROPOSAL SUBMITTAL DEADLINE (PASS/FAIL)**

Proposals must be physically received in hard copy by the submittal deadline (Closing) (per official clock of SPC's Office) and at the address of the SPC's Office indicated on page 1 of this RFP. County will not accept Proposals submitted by facsimile or electronic mail, nor will County accept Proposals submitted after the Proposal Closing (except as County may permit for REQUIRED items under section 1.5). County is not responsible for and will not accept late or mis-delivered Proposals.

##### **1.4.2 PRICING INFORMATION NOT INCLUDED (PASS/FAIL)**

Pricing information **cannot** be considered in the initial phase of the RFP process, per OAR 137-048-0220(4)(c). The County will request pricing information from up to the top three (3) ranked Proposers after the Proposal evaluation is completed. In order to prevent pricing information from being considered as part of the initial phase of the RFP process, any Proposal that contains pricing information, as outlined in Sections 2.1.5 and 2.2.6 of this RFP, will not be considered.

##### **1.4.3 TERMS AND CONDITIONS (PASS/FAIL)**

**Unless an official addendum has modified or reserved the right to negotiate any terms and conditions contained in the Contract or exhibits thereto, the County will not negotiate any term or condition after the solicitation protest deadline, except the SOW and pricing with the selected Proposer(s) per section 2.4.** By submitting a Proposal, the selected Proposer(s) agree(s) to enter into the County's form of contract, a sample of which is attached, and be bound by its terms and conditions and those of its attachments as set out in **RFP Attachment D** (Sample Contract), and as they may have been modified or reserved by County for negotiation. **Any Proposal that is received conditioned on County's acceptance of any other terms and conditions or rights to negotiate will be rejected.** Any subsequent negotiated changes may be subject to prior

approval by the Office of County Counsel.

Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Proposers. However, the County will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies submitting a Proposal must comply with all applicable Proposal requirements described in this RFP. In addition to any other Proposer selection, the County may enter into an ORS Chapter 190 agreement with any government body for the Services. Alternatively, the County may cancel this RFP if it would be in the public interest, as determined by the County, and enter into an ORS Chapter 190 agreement with a government body.

## **1.5 “REQUIRED” PROPOSAL SUBMITTAL ITEMS & SCORING DEDUCTIONS**

### **Scoring Deductions:**

- Proposals will receive a 2% scoring deduction, based upon the total available points, for each item in this section 1.5 marked as “REQUIRED” that is incomplete (except for minor informalities) or that is not submitted with the Proposal in substantial conformance of the requirement. Incomplete or missing items must be completed and submitted within two (2) business days of e-mail request by the County (this does not apply to “PASS/FAIL” items which must be submitted by Proposal due date and time). Missing or incomplete items must be delivered via e-mail in order to provide an appropriate time stamp. Failure to complete and deliver missing or incomplete “REQUIRED” items within two (2) business days of request by the County shall result in Proposal rejection. Time limitations will be based upon the time of the e-mail sent by the County and the time of the e-mail sent in response to the County notification.
- Proposals not in conformance with the 12-point minimum font requirements for substantive text (including text in tables) will receive a 3% scoring deduction and will not be sent back to Proposer for correction.
- Scoring deductions are on an average score per Proposal basis and not a deduction per evaluator. For example, if a Proposer received an average score of 92 points from the evaluation committee, a two percent scoring deduction would result in a Proposal score of 90. (Percents will be rounded to either the lower number if under .5% or to the higher number if .5% or over.)

### **1.5.1 COVER SHEET (REQUIRED)**

The Proposal must include a completed Cover Sheet in the form as set forth in **RFP Attachment A**, signed by a duly authorized representative empowered to bind the Proposer (**at least one original signature**). Any cover letters submitted in addition to the required Cover Sheet will not be forwarded to the evaluation committee.

On the Cover Sheet (or a separate sheet attached to the Cover Sheet), identify the sections of the Proposal, if any, the Proposer claims to be exempt from disclosure pursuant to Oregon

Public Records Law, ORS 192.410 through 192.505. List sections, paragraphs, pages, *etc.*, and the specific ORS citation(s) that the Proposer claims provide for exemption of each listed section. (See RFP section 1.6.)

### 1.5.2 MINIMUM QUALIFICATIONS (REQUIRED)

Please include responses to the following Minimum Qualifications in the space provided on the Proposal Coversheet (**RFP Attachment A**):

#### ➤ **REGISTERED PROFESSIONAL ENGINEER**

Consultant may not provide engineering Services unless the Services are performed or provided under the full authority and responsible charge of an Oregon Registered Professional Engineer, as defined in ORS 672.002(2). The Professional Engineer must be currently registered in active status with the Oregon State Board of Examiners for Engineering and Land Surveying and must supervise and direct the work proposed under the Contract. As required by Oregon law, Consultants shall place their official Oregon Registered Professional Engineer certified seal and signature on all reports, maps, design drawings, and specifications delivered under the Contract. **In the space provided on the Proposal Cover Sheet (RFP Attachment A), list the name and registration number of at least one Oregon Registered Civil Engineer in active status intending to perform engineering Services under the Contract.**

#### ➤ **REGISTERED PROFESSIONAL LAND SURVEYOR**

When required by Oregon law, Consultants shall place their official Oregon Registered Professional Land Surveyor (PLS) certified seal and signature on all reports, maps, design drawings, and specifications delivered to County or LPAs under Contract. **In the space provided on the Proposal Cover Sheet (RFP Attachment A), list the name and registration number of at least one PLS intending to perform Services under the Contract.**

#### **Licenses Outside of Oregon**

If the Proposer is an “individual, firm, partnership or corporation offering to practice engineering or land surveying” and “holds a certificate of registration to engage in the practice of professional engineering or land surveying (as applicable) issued by the proper authority of any other state, a territory or possession of the United States, or a foreign country”, the Proposer shall:

Include a written statement that the Proposer is not registered to practice engineering or land surveying (as applicable) in the State, but will comply with ORS 672.002 to 672.325 by having an individual holding a valid certificate of registration in the State in responsible charge of the work prior to performing any engineering or land surveying (as applicable) work within the State. [ORS 672.060(9)(a) and (b)]

### 1.5.3 FORMAT FOR PROPOSAL SUBMITTALS; PAGE LENGTH LIMITATION

- a. **(REQUIRED)** Proposals must use 12-point minimum font size for the substantive text (including text in tables) with the following exceptions which must use an 11-point minimum font size: **RFP Attachment A** – Proposal Coversheet, **Attachment B** - References, Key Staff Resumes, and COI Disclosure Form. Proposers may use their discretion for the font size of other materials that do not include substantive text (e.g. graphics, picture or graphics captions, and organizational charts).
- b. **(REQUIRED)** Proposals must be submitted without cover-stock or bindings such as wire loop or plastic comb binding.
- c. Use a removable binder clip to secure Proposal pages on original signature copy. Staples may be used on additional copies.
- d. Proposers are to submit Proposals on recycled white paper. The Proposal must not exceed **six (6) pages**, *excluding* Cover Sheet (**RFP Attachment A**), any tabs or indexes, and any of the following forms (if required in this RFP): references, Request for Tax ID Number form, and Subcontractor/Supplier Solicitation and Utilization form. **If a Proposer submits a Proposal exceeding this limit, the County will consider the pages up to that allowable number and discard all subsequent pages.** The Proposer may choose how to allocate pages between any sections, within the overall page limit.

One (1) page is defined as: one side of a single 8-1/2" x 11" page that meets the font size requirements stated in subsection "a" above. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, *etc.*, will be counted as one (1) page.

### 1.5.4 QUANTITY OF PROPOSALS & ELECTRONIC COPIES

**Proposer must complete and submit the following items to the County at the address shown on page 1:**

- a. **(REQUIRED)** 1 hard copy of the **Proposal with Proposal Cover Sheet (RFP Attachment A)** attached; 1 hard copy of each completed Key Staff Resume form; 1 hard copy of the completed TIN Request form; 1 hard copy of COI Disclosure Form(s), if required in section 1.5.5

1 USB Thumb Drive that includes:

- 1) **(REQUIRED)** A single PDF file of the Proposal. The signed Proposal Cover Sheet (**RFP Attachment A**) may be included as part of the single PDF file of the Proposal or may be in a separate PDF file. Do not break the Proposal into more than these two (2) PDF files. Additional files, as shown below, will be allowed. **(The total combined size of the Proposal and Coversheet should be compressed so it does not exceed five (5) megabytes.)**
- 2) **(REQUIRED)** One (1) signed, PDF file of **Subcontractor Solicitation and Utilization Report**

form available at: <http://www.odot.state.or.us/forms/odot/highway734/2721.pdf>., under the “DBE” or “Disadvantaged Business Enterprise” and other forms required by the Office of Civil Rights header.

- 3) **(REQUIRED)** A separate MS Word file for each Reference Questionnaire form submitted.
  - 4) **(REQUIRED)** Key Staff Resumes may be included in the single Proposal file or they may be submitted as a separate file on the USB drive (one (1) file for all Key Staff Resumes).
- b.** Submit Proposal and all required submittal items in a sealed envelope/package. On the outside of the sealed envelope/package, indicate the following:
- 1) **Name of Proposing firm,**
  - 2) **RFP Project Title, “Bridge Installation Little Clatskanie River Confluence (Apiary Road MP 8.4) Engineering and Related Services Proposal”,**
  - 3) **RFP close date and time, and**
  - 4) **Name of Single Point of Contact identified on page 1 of RFP.**

#### 1.5.5 REFERENCES (REQUIRED)

Provide three (3) references for relevant projects using the form attached (Attachment B). Reference forms must be submitted with the Proposal (hard copy, separate from the Proposal), but are not included in the Proposal page count.

### **1.6 PUBLIC RECORDS**

Proposals become public records upon submission and are subject to public inspection following contract award in accordance with ORS 279C.107 and OAR 137-048-0130(7) unless otherwise exempt under Oregon's Public Records Law (ORS Chapter 192). "Trade Secrets" are conditionally exempt under ORS 192.501(2) and will be protected to the extent permitted by the Public Records Law, provided that any trade secret is specifically identified as such by the proposer.

1.6.1 Except as provided under ORS 279C.107(2), this RFP and one copy of the submitted proposal(s), together with copies of all documents pertaining to the award of a Design-Build Agreement, shall be kept by the County and made a part of the RFP file or record. If a proposal contains any information that is considered a trade secret under ORS 192.345(2), such information shall be marked with the following legend: "This data constitutes a trade secret under ORS 192.345(2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

1.6.2 The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest

requires disclosure in the particular instance." ORS 192.345. Therefore, nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

1.6.3 The above restriction may not include fee schedule information, which shall be open to public inspection.

1.6.4 Identifying the proposal in total as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

1.6.5 If the County receives a records request, including subpoena, covering information the bidder believes is covered by an applicable public records exemption, it is the proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption.

1.6.6 By submitting a response to this RFP, the Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license for the rights to copy, distribute, display, prepare derivative works, and transmit the response for the purpose of conducting this procurement and to fulfill obligations under Oregon Public Records Laws.

## **Section 2.0 EVALUATION PROCESS & CONSULTANT SELECTION**

### **2.1 EVALUATION PROCESS**

The County will evaluate Proposals in accordance with the relevant evaluation procedures set forth in OAR 137-048-0220 and this RFP. The County will first review Proposals for conformance with the Pass/Fail and Required criteria identified above. Proposals meeting all Pass/Fail criteria (including submittal of all Required items in the time allowed) will be forwarded to an evaluation committee for the Qualifications Based Selection phase of the evaluation. At the end of that phase, Proposals will be ranked based on a QBS score and up to the three (3) top-ranked Proposals will proceed on to the Pricing Information phase of the evaluation. The Proposals reviewed in the Pricing Information phase will then be ranked based on the sum of the points awarded in both evaluation phases.

#### **2.1.1 QUALIFICATIONS BASED SELECTION PHASE**

The Qualifications Based Selection phase has two parts. First, members of an evaluation committee will independently score each Proposal. Following that, the County may, in its sole discretion, conduct an interview/follow-up question round of scoring.

##### **(a) Evaluation Committee Round**

The evaluation committee will score each Proposal using the Scoring Criteria set forth in Section 2.2, except for Scoring Criteria 2.2.6. The committee will be made up of five (5) members selected from the following: one Public Works Department employee, one County employee not from the Public Works Department, one person selected by the Board of County Commissioners, and two persons from different outside agencies.

Committee members will independently judge the merits of the Proposals by comparing the requirements and criteria stated in the RFP with the responsiveness and the relevance of experience/qualifications presented in the Proposal. The committee will not consider any proposed pricing for Services as part of the process, but it may consider price and cost data from previous projects.

A Proposal's final score from this round will be determined by adding together the individual committee member scores for that Proposal and dividing that number by the number of committee members. The Proposals will then be ranked by the resulting final score.

##### **(b) Interviews/Follow-up Questions Round (Optional)**

Upon completion of the initial independent evaluation of the Proposals, the evaluation committee, at its sole discretion, may determine that a round of interview/follow-up questions is to be conducted. If possible, at least the two (2) top-ranked Proposers from the Evaluation Committee Round shall be evaluated in this round. The committee for this round shall be the same as the previous round's evaluation committee, unless individual committee members are unavailable. In this case, the interview/follow-up question committee will be comprised of at least three (3) of the original evaluation committee members.

This round has a maximum score of 50 points with the committee members using the following criteria in scoring:

- Understanding of Requested Services
- Technical Approach
- Project Management/Cost Effectiveness
- Proposer's General Qualifications
- Proposer's Capabilities
- Proposer's Relevant Experience
- Project Team and Qualifications

The interviews/follow-up question round will be conducted as follows:

- Committee members will independently score each proposal.
- Follow-up questions will typically be sent via email to Proposer(s) as an alternative to face-to-face interviews. However, the County may conduct face-to-face interviews if determined necessary after conducting written follow-up questions.
- Interviews normally require physical attendance at County offices; however, the County may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted. All determinations as to the format, timing, and location of interviews will be at the County's discretion.
- Interviews, if held, will typically be conducted about two (2) weeks after the evaluation ranking is announced; follow-up invitations will be sent with the rankings for interview time and date.
- A Proposal's final score from this round will be determined by adding together the individual committee member scores for that Proposal and dividing that by the number of members on the committee.

(c) QBS Score

If the County does not conduct the Interviews/Follow-up Question Round, a Proposal's QBS score will be the total of its Evaluation Committee Round final score plus 50 points, less any points deducted as part of the review of Required items.

If the County conducts the Interviews/Follow-up Question Round, Proposals not included in that round will no longer be considered. The QBS score for each of the remaining Proposals will be the total of their final scores from the Evaluation Committee Round and the final score from the Interviews/Follow-up Question Round, less any points deducted as part of the review of Required items.

(d) References

The County does not intend to score references, but may contact references to verify information provided in Proposals. Proposers must provide three (3) references using the form attached (Attachment B) for projects where the Proposer provided services relevant to the scope of services contemplated in this RFP. If the contact and alternate contact for a reference are both members of the evaluation committee for this RFP, the County will request a different project reference from the Proposer.

### 2.1.2 PRICING EVALUATION

Upon completion of the Qualifications Based Selection Phase, Proposals will be ranked based upon their QBS score. Price Proposals will be requested from up to the top three (3) Proposers. Price Proposals shall be based on the Scope of Work in this RFP and shall be submitted on Attachment C. Up to 23 points can be awarded under the Pricing Evaluation. The points awarded will be the sum of the following two calculations:

12\* (lowest proposed price/proposed price)

11\* (lowest proposed hours/proposed hours)

### 2.1.3 CLARIFICATIONS

The County may require any clarification it needs to understand the Proposer's Proposal. Any necessary clarifications or modifications that are in the best interest of the County may be made before the Proposer is awarded a Contract, and some or all of the clarifications or modifications may become part of the final Contract. Clarifications may not be used to rehabilitate a non-responsive Proposal.

### 2.1.4 CONSULTANT SELECTION

Proposer's QBS score and Pricing Evaluation score shall be added together for a final score. The Proposer with the highest final score will be selected to start negotiations as provided in Section 2.4.

### 2.1.5 COUNTY RIGHT TO CANCEL PROCUREMENT

The County may reject any or all Proposals and may cancel this RFP at any time prior to the signing of any resulting contract if doing either would be in the public interest as determined by the County. The County is not liable for any costs a Proposer incurs while preparing or presenting the Proposal or during further evaluation and negotiation stages. All Proposals will become part of the public file. The County will follow the requirements of OAR 137-048-0250 in the event of any cancelation.

## **2.2 SCORING CRITERIA**

Scoring will be based on the categories described below. The Proposer must describe how the Proposer meets the requirements that are specified in this RFP, as related to the subsections below. Be clear and concise.

---

### 2.2.1 UNDERSTANDING OF REQUESTED SERVICES/PROJECT

**20 Points**

Demonstrate a clear and concise understanding of this type of project based on existing information. Address general description of the project purpose and key issues. Please explain any special expertise specific to bridge design and construction experience.

### 2.2.2 PROPOSER'S GENERAL QUALIFICATIONS

**20 Points**

Demonstrate qualifications to complete the requested services. Response must:

- Describe your firm's qualifications and proficiencies to complete the requested Services.
- List projects and contract services performed within the last three (3) years by type, size, and location. Must be comparable to the Services described in this RFP.
- For a total of three (3) of the most recent projects or contracts (in any combination) listed, include a brief description of project type, size, location, duration, and objectives; a chronological timeline describing the tasks performed by the Proposer to fulfill the project objectives; the original project budget; and the final budget, including any revisions. If the project was for engineering services and went to construction, provide the final PSE costs and the final construction costs. If the project was for engineering services and is under construction, provide the final PSE costs and the estimated construction costs.
- For each of the three (3) projects or contracts (in any combination) above, indicate whether the services were accomplished within the Proposer's original estimated schedule, whether there were any delays, the cause of those delays, and how those delays were addressed.

### 2.2.3 PROPOSER'S CAPABILITIES

**20 Points**

Demonstrate capability to complete the requested services. Response must include:

- Current or projected assignments and location of key members, and whether these assignments may conflict with the key members' ability to respond to these projects.
- Internal procedures and/or policies related to work quality and cost control.
- Management and organizational structure.
- Other on-going projects.
- Demonstrate capability to complete the requested Services. Response must include:  
(a) An explanation describing how the Proposer can accommodate the varying levels of workload for the Services contemplated under the Contract, including any limitations; and (b) an explanation describing the Proposer's proximity to the Project and how the Proposer can cost effectively accommodate providing the needed A&E and Related Services for the Project. Describe the Proposer's branch or satellite offices that will provide the requested Services, indicating their location(s) and which services they are capable of performing.

#### 2.2.4 PROJECT TEAM AND QUALIFICATIONS

**15 Points**

Demonstrate the Proposer's team qualifications and experience relating to the requested services. Response should address the following:

- Describe extent of principal involvement.
- Using the "Key Staff Resumes" form available at: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx> (under Misc. Procurement Related Forms), describe experience and qualifications of proposed Project Manager(s) (whether they are from the prime or a sub) with similar interdisciplinary teams. Include descriptions of similar projects, project outcomes, and customer feedback received, if any. Also provide the information requested in the form for other key members, including sub consultant staff that are key members, who are anticipated to perform the Services

#### 2.2.5 SUPPORTING RESOURCES

**10 points**

Demonstrate the Proposer's resources allocated to each given task of the proposed scope of work (*examples: compatible computer equipment, administrative or technical support, adequate survey equipment, safety program*)

#### 2.2.6 PRICING INFORMATION

**23 points**

**NOTE:** Pricing information **shall not** be included with the Proposal. After completion of the Proposal evaluation, the County will request pricing information from up to the top three (3) ranked Proposers. Upon request, the Proposers shall have seven (7) days to provide the requested pricing information to the County for consideration. Pricing information must:

- Identify, based on the detailed scope of work provided by the County, the proposed cost of each item in the scope of work, as well as the total proposed cost for the scope of work.
- Provide the billable hourly rates of each team member.
- Identify to which item(s) in the detailed scope of work each team member will contribute and their percentage of contribution.

<b>SUMMARY OF SCORING CRITERIA FOR USE BY PROPOSERS</b>	
<b>QUALIFICATIONS BASED PHASE OF REQUEST FOR PROPOSALS</b>	
	<b>MAXIMUM SCORE</b>
<input type="checkbox"/> Understanding of Requested Services/Project	20
<input type="checkbox"/> Proposer's General Qualifications	20
<input type="checkbox"/> Proposer's Capabilities	20
<input type="checkbox"/> Project Team and Qualifications	15
<input type="checkbox"/> Supporting Resources	10
<b>Total or Subtotal Score for Proposal Evaluation</b>	<b>85</b>
<input type="checkbox"/> Interviews/Follow-up Questions (if not conducted 50 points will be added to all proposals)	50
<b>Qualifications Based Phase Maximum Score</b>	<b>135</b>
<b>PRICING EVALUATION PHASE OF REQUEST FOR PROPOSALS</b>	
<input type="checkbox"/> Pricing Information	23
<b>Pricing Evaluation Phase Maximum Score</b>	<b>23</b>
<b>Total Maximum Score (with/without interviews)</b>	<b>158</b>

**2.3 METHOD OF AWARD**

The scores for Proposer ranking and tentative award will be determined as follows:

- Total Proposal Score = Total of all evaluator scores for a given Proposer, divided by the number of evaluators.
- Total Interview or Follow-up Questions Score (if conducted) = Total of all evaluator scores for a given Proposer, divided by the number of evaluators. If there are no interviews or follow-up questions, all proposals will be awarded the full 50 points.
- Total Pricing Information Score = The sum of the following two calculations provided in 2.1.2.
- **Final Score** = Proposal Score plus Pricing Information Score plus Interview or Follow-up Questions Score.

**2.4 NEGOTIATIONS**

The County will negotiate in the best interest of the County the final SOW, costs, and any provision(s) the County has indicated in the RFP or any Addenda with the highest-ranked Proposer(s). The County will, either orally or in writing formally terminate negotiations with the highest ranked Proposer if the County and the Proposer are unable, for any reason, to reach agreement on a Contract within a reasonable amount of time (as determined in the sole discretion of the County). The County may thereafter negotiate with the second-ranked Proposer, and if necessary, with the third-ranked Proposer, and so on until negotiations result in a Contract.

## **Section 3.0 CONTRACT AWARD REQUIREMENTS**

The requirements in this section apply only to any Proposer that receives an intent to award notice following the County's evaluation, scoring, and ranking of Proposals and pricing information (and interviews, if conducted).

**See Attachment D for Columbia County Sample Contract.**

### **3.1 COST INFORMATION**

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

#### **3.1.1 BILLING RATE INFORMATION**

**Labor rate and cost data must not be submitted until after Proposers have been notified of their selection status upon completion of the initial phase of this RFP.**

Upon notice of intent to award, any Proposer selected for Contract negotiation must provide labor rate and cost data, and that of the Proposer's sub consultants (if any). Labor rates and cost data must be submitted electronically in Excel© file format **no later than five (5) business days** after the County notifies the Proposer of selection.

Rate information must include either "Direct Salary and Overhead Information" or "Negotiated Billing Rate Schedule" described below, as applicable to the firm's (and sub consultants') accounting method(s):

#### **A. Direct Salary and Overhead Information (sub consultants may submit this directly to the County):**

- (i) **Direct Salary Rate Schedule ("DSR").** This schedule includes the name, classification, and actual direct salary rate for each employee that may be used under the Contract. The DSR will not be included in the Contract, but will be used by the County to develop an Escalated Salary Rate Schedule if applicable for the Contract.
- (ii) **Calculation of Overhead Rate** (if applicable for your type of accounting). Current overhead accounting information (preferably electronically in Excel format) on a form using the format substantially similar to the example "Indirect Cost Rate Schedule Template" available at the following Internet address: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx> . Firms shall condense or expand categories as applicable to the firm's method of accounting. Firms that have not established an overhead rate, based upon their particular financial reporting methodology, shall be reviewed by the County to determine whether an overhead rate schedule will be required or a negotiated non-provisional billing rate will be used. If a firm does calculate overhead, the information must be submitted to the County and updates must be provided annually.

- (iii) **Cognizant Audit** – If an audit for the most recent fiscal year has been completed for your firm or any sub-contractors by the appropriate federal cognizant county, this must be submitted with the billing rate information (either hard copy or electronic scanned copy).
- (iv) **Independent Audit** – If an audit for the most recent fiscal year has been completed for your firm (or any sub-consultants) by an independent, third party accounting firm, this must be submitted with the billing rate information (either hard copy or electronic scanned copy).

**B. Negotiated Billing Rate Schedule (“NBR”):** This schedule is used by firms that do not calculate overhead as part of their normal accounting practice and the County determines it is in the best interest of the County to negotiate specific billing rates. The NBR includes rates that are fully loaded with direct salary, indirect expenses, and profit. Provide name, classification (project role), and fully-loaded rate for each employee. Use of an NBR may be required by the County for Consultants or subconsultants that do not have audited overhead rates or that, upon cursory review, appear not to be calculating overhead correctly. The ODOT NBR form that the County uses may be downloaded at this link:  
<https://www.oregon.gov/odot/Business/Procurement/Pages/PSK.aspx>.

### 3.1.2 BREAKDOWN OF COSTS (BOC)

Following SOW review/negotiation between the selected Proposer and the County, the County will request submittal of a cost estimate for the Services. The selected Proposer shall submit, within **five (5) business days** of the request, a BOC using one of the following County spreadsheets, as applicable (click on “Enable Macros” when prompted):

- Standard BOC - use if the Proposer or any subcontractors calculate an overhead rate.
- BOC-NBR – use if the Proposer and all subcontractors, if any, do not calculate overhead and use only the Negotiated Billing Rate schedule (NBR).
- Both spreadsheets are available here:

<https://www.oregon.gov/odot/Business/Procurement/Pages/PSK.aspx>

The BOC must include a detailed breakdown of the costs for each element of the work, as specified in the BOC Requirements available at the above link. The BOC Requirements document also provides additional information about which BOC form to use. An Instruction tab is provided on each of the BOC spreadsheets regarding preparation of the BOC form.

## **3.2 CERTIFICATES OF INSURANCE**

Selected Proposer(s) shall provide (hard copy or electronically via e-mail or fax) Certificates of Insurance and any required Additional Insured Endorsements to the County for levels of Insurance coverage described in the Sample Contract (**RFP Attachment D**)

prior to Contract execution. Selected Proposers that have current Certificates of Insurance (with all required coverages and not specific to a particular project) on file with the County will not be required to resubmit these. The County may determine that project-specific insurance coverage is required on a case-by-case basis.

### 3.3 MISCELLANEOUS FORMS

#### 3.3.1 COI DISCLOSURE

If any disclosures are required per the ODOT COI Guidelines that were not disclosed with the Proposal submittal (or that occurred or were discovered since the Proposal submittal), the selected Proposer shall complete and submit a signed COI Disclosure Form within **five (5) business days** of receipt of Intent to Award notice. The selected Proposer shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its subcontractors (that have required disclosures per the ODOT COI Guidelines), prior to such Firm performing any Services under a Contract.

**The ODOT COI Guidelines and COI Disclosure Form are available at:**

<https://www.oregon.gov/odot/Business/Procurement/Pages/PSK.aspx> (under “Misc. Procurement Related Forms”). COI Disclosure Form(s) may be submitted as hard copy or electronically via e-mail or fax.

If, following review of any Proposer’s COI Disclosure Form(s), said Proposer, selected for tentative award, is determined to have a conflict of interest that cannot reasonably be mitigated to the County’s satisfaction, the tentative award to that Proposer may be withdrawn. At the County’s discretion, tentative award may then be made to the next highest-ranked Proposer.

#### 3.3.2 LIST of SUBCONSULTANTS

The selected Proposer(s) shall submit, within **five (5) business days** of receipt of Intent to Award notice, a list of subconsultants proposed for use under the Contract. The list shall be electronically submitted in MS Word format, using the “Subconsultant/Subcontractor List” available at: <https://www.oregon.gov/odot/Business/Procurement/Pages/PSK.aspx>

### 3.4 CONSULTANT RESPONSIBILITY

The selected Proposer(s) shall submit a completed, accurate, and signed **Responsibility Inquiry form** within **five (5) business days** of receipt of Intent to Award notice (see form for additional information regarding the County’s responsibility review). The Responsibility Inquiry form is available at:

<https://www.oregon.gov/odot/Business/Procurement/Pages/PSK.aspx> (under Misc. Procurement Related Forms) and may be submitted as hard copy or electronically via e-mail or fax.

The Consultant is responsible for any and all contractual matters, including performance of Services and the required deliverables included in the Contract, whether Consultant, a representative of Consultant, or subcontractor of Consultant produces them.

### **3.5 BUSINESS REGISTRY NUMBER/REGISTERED AGENT**

If selected for Contract award, a Proposer must be duly authorized by the State of Oregon to transact business in the State before executing the Contract. Firms that contract with the County are responsible for compliance at all times with all applicable legal requirements regarding business organization, authorization, and registration. The selected Proposer shall (unless an individual operating as their real and true name or otherwise exempt under applicable laws) submit a current Oregon Secretary of State business registry number. See process for obtaining a business registry number. All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Starting a Business and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

### **3.6 TAX ID NUMBER**

The selected Proposer(s) shall provide their Taxpayer Identification Number (“TIN”) and backup withholding status on a completed W-9 form if either of the following apply:

- When requested by the County (normally in an intent to award notice), or
- When the backup withholding status or any other information of the Proposer has changed since the last submitted W-9 form, if any.

No payment can be made until a properly completed W-9 is on file with the County.

### **3.7 USE OF RECYCLED PRODUCTS**

Consultants/contractors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.

### **3.8 PROJECT SCHEDULE**

The successful Proposer will be required to prepare a detailed schedule of all tasks and design elements listed in this RFP. Throughout the duration of the professional services contract, the Consultant will be required to update the schedule monthly. If the County determines that any deliverables are not acceptable and that any deficiencies are the responsibility of the Consultant, the County shall prepare a detailed written description of any deficiencies and an associated time frame for correction and deliver such notice to the Consultant. The Consultant will correct any deficiencies at no cost to the County. If the corrective work causes any project delays, the Consultant will submit a plan for regaining the project schedule for remaining work under the contract, unless otherwise allowed by the County. If the County determines the contract schedule must be modified, a contract amendment will be initiated.

The County has prepared the following anticipated schedule for this project:

<b><u>Item</u></b>	<b><u>Date</u></b>
Notice to Proceed for Consultant	Dec. 12, 2025
Submit 100% PS&E	June 30, 2026

## **Section 4.0 ADDITIONAL TERMS**

### **4.1 COUNTY PERSONNEL EXCLUDED FROM THE CONTRACT**

No officer, agent or employee of Columbia County shall be permitted any interest in any contract resulting from this RFP.

### **4.2 RESERVATIONS**

The County expressly reserves the following rights:

4.2.1 To reject all proposals at any time prior to the signing of a contract if in the public interest, as determined by the County. In the event of such action, the County is not liable for any costs a Proposer incurs in participating in any part of this RFP process.

4.2.2 To waive any or all minor informalities or irregularities in proposals submitted.

4.2.3 To consider the responsibility and competency of Proposers in making any award.

4.2.4 To reject any proposal not in compliance with the prescribed proposal procedures and requirements or if in the public interest, as determined by the County.

4.2.5 To reject any proposal not meeting the specifications set forth herein.

4.2.6 In the event any successful Proposer to whom a contract is awarded shall default in executing said contract, to re-award the contract to the next highest-ranking Proposer.

# ATTACHMENT A - PROPOSAL COVER SHEET

## Columbia County Public Works Department

**(Legal Name of Firm as provided to IRS) \_\_\_\_\_ ; a(an) (enter State) Corporation**

**DBA Name (if different than legal name): \_\_\_\_\_**

**DUNS Number:** [REDACTED]

<input type="checkbox"/> Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Ltd. Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Ltd. Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____ Mailing Address _____ _____
---

Type name of primary Contact for this Proposal _____ Email address _____ Telephone _____ Fax _____ Type name of person(s) authorized to sign Contract/Price Agreement: _____
---

<b>“PASS/FAIL” - PROPOSAL SUBMISSION CHECKLIST (for Proposer use)</b>
<input type="checkbox"/> Submission Deadline Date and Time met <input type="checkbox"/> <b>NO</b> Pricing Information Included
<b>“REQUIRED” ITEMS – PROPOSAL SUBMISSION CHECKLIST (for Proposer use)</b>
<input type="checkbox"/> Proposal Cover Sheet Included and authorized original signature obtained <input type="checkbox"/> Minimum Qualifications met and indicated on Proposal Cover Sheet <input type="checkbox"/> Proposal Format and Page Length Requirements met <input type="checkbox"/> Correct number of Proposals included along with CD for electronic submittals <input type="checkbox"/> References

### RESPONSES TO MINIMUM QUALIFICATIONS (See RFP Section 1.5.2)

#### ➤ Registered Professional Engineer

Proposers must provide information below for at least one Registered Civil Engineer intending to perform civil engineering services under the Contract/Price Agreement.

Name	Registration Number	Jurisdiction of Registration

#### ➤ Registered Professional Land Surveyor (PLS)

Proposers must provide information below for at least one PLS intending to perform surveying services under the Contract/Price Agreement.

Name	Registration Number	Jurisdiction of Registration

**CERTIFICATIONS.** By signature below, the undersigned Authorized Representative on behalf of the Proposer certifies that:

1. Agency shall not be liable for: a) any claims or be subject to any defenses asserted by the Proposer based upon, resulting from, or related to, the Proposer's failure to comprehend all requirements of the RFP; or b) any expenses incurred by the Proposer in either preparing and submitting its Proposal, or in participating in the proposal evaluation/selection or Contract/Price Agreement negotiation process, if any.
2. The Proposer represents and warrants that no potential or actual conflict of interest as defined by ORS 244 would arise if this proposal is accepted by the County; and no statutes, rules or regulations of any State of Oregon or federal agency for which Proposer currently performs work would prohibit or restrict Proposer from performing any of the services required under the resulting contract. Proposer further represents and warrants that it does not have any direct or indirect interest in any real property acquired or to be acquired for this Project except to the extent such interest is disclosed in the proposal.
3. The Proposer has available (and can furnish to Agency upon request) the appropriate financial, material, equipment, facility, and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the Proposer to meet all contractual responsibilities.
4. The Proposer recognizes this is a public document open to public inspection. Any portion(s) of the Proposal that the Proposer considers exempt from disclosure under Oregon Public Records Law is/are clearly designated in the Proposal and listed on a separate sheet attached to this Proposal Cover Sheet with justification and citation to the authority relied upon.
5. The Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Pursuant to ORS 279A.110, the Proposer has not and the Proposer will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is 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 certified under ORS 200.055.
6. The Proposer has an operating policy supporting equal employment opportunity. If proposing firm has 50 or more people, the Proposer also has a formal equal opportunity program.
  - Does the Proposer have 50 or more employees?  **Yes**,  **No**.
  - Does the Proposer have a formal equal employment opportunity program?  **Yes**,  **No**

The Agency is an equal-employment-opportunity employer and values diversity in its work force. The Agency requires its Contractors to have an operating policy as an equal employment opportunity employer. Firms of 49 people or less do not need to have a formal equal employment opportunity program, but shall have an operating policy supporting equal employment opportunity. Firms of 50 people or more shall also have a formal equal employment opportunity program.

7. The Proposal submitted is in response to the specific language contained in the RFP, and the Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer, acting through its authorized representative, has read and understands the RFP instructions, specifications, and terms and conditions contained within the RFP (including the sample contract) and all Addenda, if any. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.
9. The Proposer agrees to and shall comply with, all requirements, specifications, and terms and conditions contained within the RFP (including the sample contract) and all Addenda, if any.
10. All contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Cover Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty. **False Claims:** the Proposer understands that any statement or representation it makes, in response to this solicitation, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under the resulting PA/WOC being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by the Proposer to make all representations, attestations, and certifications contained in the Proposal document and to execute this Proposal document on behalf of the Proposer.

**[Note: Any alterations or erasures to the proposal shall be initialed in ink by the undersigned authorized representative.]**

Date \_\_\_\_\_

---

Authorized Signature

---

(Print Name and Title)

## ATTACHMENT B REFERENCES

**RFP# \_\_\_\_\_; Name of Proposing Firm: \_\_\_\_\_**

Provide at least **3** References for relevant projects completed by proposing firm.

<b>Project Title:</b>		Proposing Firm's PM:	
Location:		Email:	
Ph:			
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

<b>Project Title:</b>		Proposing Firm's PM:	
Location:		Email:	
Ph:			
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

<b>Project Title:</b>		Proposing Firm's PM:	
Location:		Email:	
Ph:			
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

<b>Project Title:</b>		Proposing Firm's PM:	
Location:		Email:	
		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

<b>Project Title:</b>		Proposing Firm's PM:	
Location:		Email:	
		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

<b>Project Title:</b>		Proposing Firm's PM:	
Location:		Email:	
		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

**Attachment C  
Pricing Proposal**

<b>Task</b>	<b>Proposer Estimated Fee</b>	<b>Proposer Estimated Hours</b>	<b>Subcontractor Estimated Expenses</b>	<b>Task Estimated Total</b>
Project Management and Coordination				
Survey and Mapping				
Utility Coordination				
Environmental Coordination and Permits				
Geotechnical Investigations and Laboratory Testing				
Hydraulic Analysis Report				
Plans, Specifications and Estimate (PS&E)				

Totals

**To be submitted only upon request of County**

## **ATTACHMENT D SAMPLE CONTRACT**

### **PERSONAL SERVICES CONTRACT (ORS Chapter 279C)**

(Architectural, Engineering, Land Surveying and Related Services)

This Agreement is made and entered into by and between **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and \*\*\*, hereinafter referred to as "Contractor".

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Contents of Agreement, Order of Interpretation. This Agreement is made up of this Personal Services Contract along with the following Exhibits:

Exhibit A	Contractors Scope of Work
Exhibit B	Request for Proposals
Exhibit C	Contractors Billing Rate Information
Exhibit D	ODFW Cost Sharing Agreement

By this reference, the above listed Exhibits, all of which are attached hereto, are incorporated herein as if set out in full.

In case of conflict between the documents, this Personal Services Contract without the Exhibits shall control, followed by Exhibit A, followed by Exhibit B, followed by Exhibit C, in that order.

2. Effective Date. This Agreement is effective on the last date signed by the parties, below.
3. Completion Date. The completion date for this Agreement shall be no later than \_\_\_\_\_. By providing written notice to Contractor the County at its sole discretion may extend this Agreement up to two (2) times, each extension being for one (1) year.
4. Contractor's Services. Contractor agrees to provide services for the design and construction of a bridge at the confluence of the Little Clatskanie River (Apiary Road MP 8.4) near Rainier, Oregon. (the "Project"). The specific services to be provided are detailed in the Contractor's Scope of Work attached hereto as Exhibit A and the Request For Proposals ("RFP") which is attached hereto as Exhibit B. In performing this work, Contractor shall comply with the requirements of the ODFW Cost Sharing Agreement which is attached hereto as Exhibit D.
5. Consideration County shall pay Contractor on a fee-for-service basis according to the rates, as set forth in Exhibit C, in an amount not to exceed \$\_\_\_\_\_, said amount to be the complete compensation to Contractor for the services performed

under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

6. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Mike Russell, Director  
Columbia County Public Works  
1054 Oregon Street  
St. Helens, OR 97501  
(503) 397-5090  
michael.russell@co.columbia.or.us

FOR CONTRACTOR

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

7. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
8. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
9. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
10. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for

furnishing all equipment necessary for the performance of the services required herein. In addition:

- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
  - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
11. Statutory Provisions. Pursuant to the requirements of ORS Chapter 279C and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
- A. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under this Agreement who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.
  - B. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
  - C. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
13. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
14. Nonwaiver. 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 of the Agreement.
15. Indemnity.

**County Actors Defined:** For the purposes of this section "County Actors" shall mean the County, its officers, elected officials, agents and employees.

**General Duty to Defend:** Contractor shall indemnify, defend, save, and hold harmless all County Actors from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County Actors.

**Exception under ORS 30.140 (2) and (3):** In the case of liability for damage arising out of death or bodily injury to persons or damage to property, Contractor's duty to indemnify under subsection (a) of this section shall be limited to the extent required by ORS 30.140 (2) and (3).

**Limit on Duty to Defend:** In the case of claims for professional negligence relating to the professional services provided under this contract, determination of the Contractor's duty to defend under subsection (a) of this section shall be deferred until after Contractor's liability or fault has been determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement. In such instance the amount of defense costs to be reimbursed by Contractor shall be determined by multiplying the total amount of defense costs incurred by the County Actors by the percentage of the Contractors fault.

16. Insurance. For the duration of the Contract, Contractor shall, at its own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
- A. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
  - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
  - C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in an amount of not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
  - D. Professional liability insurance covering claims made to the extent those claims arise from the Contractor's negligent acts, errors or omissions in the performance of its services under this Agreement with a limit of not less than \$2,000,000 per claim/aggregate.
  - E. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees as Additional Insureds.
  - F. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and County's acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request, and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the contractor shall maintain "tail" coverage for

the maximum time that “tail” coverage is reasonably available in the marketplace. \*The contractor or its insurer must provide thirty (30) days’ written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

- G. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) for the Commercial General Liability Insurance and the Automobile Liability shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds. For insurance on a “claims made” basis, the certificate(s) of insurance shall specify the extended reporting period applicable to “tail” or continuous “claims made” coverage.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be

without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement. However, the parties also agree that the schedules defined in the scope of work is subject to change and that Contractor will perform services with diligence and expediency consistent with sound professional practices to meet defined schedules.

19. Drawings, Specifications and Other Documents.

A. Document Ownership: All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

B. Records Maintenance: Contractor shall maintain complete and accurate records of all services performed and all documents produced under this Contract for six years after completion or abandonment of the Project. Consultant shall make these records available to County upon reasonable notice.

C. Delivery of Project Records: Upon County's written request, or within 90 days after the completion date or other termination of this Agreement and at no cost to County, Contractor shall promptly deliver to County all Project records, including all administrative documents produced, compiled, or maintained by Contractor as a part of the Services provided for the Project, including the following:

- i One reproducible hard copy set and one electronic set of the construction and permit documents, including the bidding requirements, specifications, and cost estimates for the Project;
- ii One set of fixed image pdf files of the drawings that comprise the construction and permit documents;
- iii One set of non-fixed image CADD and/or REVIT drawing files of the plans for the Project; and
- iv All final or draft, studies, reports, calculations, drawings, maps, models, photographs, technology data, and documents prepared by

Consultant under this Contract. Such documents shall be provided in pdf format as well as in their native file formats.

20. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. 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.
23. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or 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 the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
25. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

- 26. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 27. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 28. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. County reserves the right at any time to require the submission of the hard copy originals of any documents.
- 29. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Contract that shall be effective as of the last date written below.

**CONTRACTOR**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Kellie Jo Smith, Chair

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

By: \_\_\_\_\_

Casey Garrett, Commissioner

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

Approved as to form

By: \_\_\_\_\_

Margaret Magruder, Commissioner

By: \_\_\_\_\_

Office of County Counsel

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

# **Exhibit A**

Contractors Scope of Work  
(To be negotiated)

## **Exhibit B**

Request for Proposals  
(To be added)

## **Exhibit C**

Contactors Billing Rate Information  
(To be negotiated)

## **Exhibit D**

ODFW Cost Sharing Agreement

**SCREENING AND PASSAGE PROGRAM (S&P)  
Oregon Department of Fish and Wildlife  
Cost Share Agreement  
Partial Payment  
Apiary Road MP 8.4**

**Project #: P-01-0058  
Cost Code/Grant #: 53300-801400-01  
ODFW Allocation: \$200,000.00  
Recipient Share: \$42,129.00  
Total Project: \$242,129.00 Expiration  
Date: 12/31/2024**

**Authorization and Purpose** ORS 496.146(11) and ORS 509.585 et seq, provides authority for the Oregon Department of Fish and Wildlife ("ODFW" or "the Department") to enter into this Cost Share Agreement ("Agreement") with Columbia County of Oregon ("Recipient") to reimburse the Recipient for the completed design plan set for the removal of two failing metal corrugated pipes, and replace them with a channel spanning bridge in the Little Clatskanie River, in Columbia County through the completion of tasks specifically described in Exhibit A (Statement of Work) ("the Project").

**Effective Date and Duration.** The effective date of this Agreement is the date of the last required signature below, and unless terminated or extended, this Agreement expires sixty (60) calendar days after the Department sends Recipient a written notice accepting Recipient's completed performance ("Notice of Completion"). Due to the availability of funding for this Agreement, Recipient understands and agrees that the Project must be completed by 12/31/2024 ("Project Completion Date").

**Recipient understands and agrees that the Department is not obligated to pay the Recipient for any work performed before the effective date of this Agreement or after the Project Completion Date.**

**Oregon Prevailing Wage Rate Law.** To the extent applicable to the work carried out under this Agreement, the Recipient is required to comply with Oregon's prevailing wage rate law, see wage rates for public works, as applicable, available at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. ORS 279C.800- 279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(6). Failure to comply with prevailing wage rate laws could result in Recipient being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

**Agreement Documents.** This Agreement consists of the following documents listed below. **Exhibits A through E** are attached hereto and incorporated herein by this reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement less all exhibits, **Exhibit A** (Statement of Work), **Exhibit B** (Project Budget Sheet), **Exhibit C** (Recipient's Cost-share Application to the Department), **Exhibit D** (Recipient's Request for Release of Funds), and **Exhibit E** (Insurance Requirements).

**I. DEPARTMENT ACTIONS**

**A. Provide Funds.** The Department shall pay the Recipient the total sum **not to exceed \$200,000.00, of the Project costs**, to reimburse the Recipient for part of the costs of the Project.

The Department shall withhold ten percent (10%), \$20,000.00 until the Project has been considered completed and been inspected by the Department. The amount of the remaining reimbursement will be made through one final payment.

**B. Terms and Conditions of Payments.** The Department shall pay the Recipient under this Agreement as follows:

1. The Department shall make incremental payments to Recipient based on the Department's determination of the percent of the Project that is complete at the time of payment request, and subject to the Recipient's compliance with, the terms and conditions of Section II.I. of this Agreement.

2. The Department shall pay the Recipient within forty-five (45) calendar days of a request that meets such requirements. If the Department has questions about or concerns with any request for payment, the Department's Field Coordinator shall contact the Recipient.

## II. RECIPIENT ACTIONS

- A. **Management and Construction (or Design); Oversight.** The Recipient shall be responsible for the design of the Project throughout the term of this Agreement. The Recipient shall complete the tasks described in Exhibit A (Statement of Work). The Recipient shall oversee the Project with due diligence.  
Notwithstanding any other term of this Agreement, Recipient is responsible for obtaining all necessary federal and state permits and approvals to implement the Project including but not limited to fill/removal and tribal, historic, and cultural compliances, including the National Historic Preservation Act.
- B. **Administration of Costs; Reconciliation of the In-Kind Contributions.** The Recipient shall be responsible for proper administration of their costs associated with the Project throughout the term of this Agreement. The Recipient shall apply generally accepted accounting procedures (GAAP) to provide for an accurate and timely recording of receipt of funds or in-kind contributions by source, if any, of expenditures made from such funds, and of unexpended balances. The Recipient shall establish or cause to be established controls which are adequate to ensure that all expenditures and in-kind contributions under this Agreement are for allowable purposes and that documentation is readily available to verify that expenditures and in-kind contributions are accurate. In addition, Recipient must document all in-kind contributions to the Project, if any, with each submission by Recipient to ensure proper reconciliation of funds in accordance with Section II.I and III.Y of this Agreement. For the purposes of this Agreement, "in-kind contributions" are defined as purchase of supplies for the Project or provision of services necessary for completion of tasks described in the Statement of Work (Exhibit A).
- C. **N/A**
- D. **N/A**
- E. **Contributing Funds.** The Recipient shall contribute **all Project costs that exceed the amount of the Department's reimbursement as specified under Section I.A. of this Agreement.**
- F. **Use of Funds.** The Recipient agrees that the money or in-kind services provided by the Department under this Agreement, if any, may be used only for the purposes specified in Exhibit A (Statement of Work).
- G. **Time is of the Essence.** Recipient understands and agrees that time is of the essence under this Agreement.
- H. **N/A.**
- I. **Requests for Reimbursement.** If any:
  1. The Recipient shall submit a request for release of funds using the form provided at Exhibit D (Recipient's Request for Release of Funds), including itemized accounting invoices, to the Department's Field Coordinator identified in Section III.T. of this Agreement for each request for reimbursement under this Agreement (referred to herein as a "submission"). Each submission must include itemized accounting invoices explaining how the requested funds have been spent, and any provision of in-kind services during the relevant period, if any.
  2. The itemized accounting invoices referenced in Section II.I.1. of this Agreement shall include a listing of expenditures in each of the categories listed in Exhibit B (Project Budget Sheet) and shall list the dates upon which expenditures occurred.
  3. The Department's processing of non-itemized and/or incomplete submissions will be delayed until the Recipient supplies correct information to the Department.

Notwithstanding any other term of this Agreement, the Department will not pay the Recipient for any submission until the Department's Field Coordinator has reviewed and approved that submission; provided further that **the Department shall not pay the Recipient for any submission delivered to the Department more than forty-five (45) calendar days after the expiration or termination of this Agreement.**
- J. **Cost Overruns Due to Unauthorized Project Changes or Increased Costs.** If the Recipient changes the Project without first amending this Agreement pursuant to Section III.O., costs related to such changes shall be charged to the Recipient as cost overruns. Additionally, if the Recipient incurs costs that exceed the maximum amount the Department has agreed to pay in Section I.A. of this Agreement without first amending this Agreement pursuant to Section III.O., such costs shall be charged to the Recipient as cost overruns. Recipient bears the sole responsibility for payment of cost overruns.

Notwithstanding the foregoing, the Department may in its sole discretion decide to reimburse the Recipient for cost overruns in whole or in part; provided further that consistent with Section III.O of this Agreement any such Department decision shall not constitute a waiver of any provision of this Agreement and will be effective only in the specific instance and for the specific purpose given. **The Department strongly recommends that the Recipient contact the Department to discuss amending this Agreement to avoid cost overruns before they occur.**

Retroactive review by the Department of any Project changes made by the Recipient prior to an amendment pursuant to Section III.O. of this Agreement shall be for the purpose of assuring that the integrity of the Project based on this Agreement is preserved, and to assure that the Project has not deviated to a purpose and use not intended by this Agreement.

- K. **Notice of Changes.** The Recipient shall immediately notify the Department pursuant to Section III.T. of this Agreement when there is a proposed change order, cost modification or adjustment or any other proposed change to the Project that will change, modify, or materially affect the total estimated cost or other component of the Project as described in Exhibit A (Statement of Work).

Notice of changes to the Project to other entities participating in the Project are not, and may not be construed as, notice to the Department notwithstanding the fact that those entities are State or Federal agencies.

- L. **Access to Project Site.** The Recipient shall allow the Department and its designated representatives access to the Project site to monitor and evaluate the Project as the Department determines is necessary.
- M. **Contractor Performance Bond.** If the Recipient selects a contractor, other than the Recipient, to perform construction of the Project, the Recipient shall require the contractor to obtain a performance bond in the amount of its construction contract from a surety company authorized to do business in Oregon.

### III. GENERAL TERMS AND CONDITIONS.

#### A. **Termination.**

1. **Termination for Convenience by the Recipient.** The Recipient may terminate this Agreement at any time upon thirty (30) calendar days prior written notice to the Department pursuant to Section III.T. of this Agreement; however, within thirty (30) calendar days of such termination, the Recipient shall reimburse by check payable to the Department all payments made to the Recipient by the Department under this Agreement.
2. **Termination for Convenience by the Department.** The Department may terminate this Agreement at any time upon thirty (30) calendar days prior written notice to the Recipient pursuant to Section III.T. of this Agreement. Within thirty (30) calendar days of such termination, the Department shall reimburse the Recipient for work performed or completed, under this Agreement, prior to the date of the termination notice.
3. **Termination for Cause by the Recipient.** The Recipient may terminate this Agreement at any time upon thirty (30) calendar days prior written notice to the Department pursuant to Section III.T. of this Agreement if the Department commits any material breach or default of any covenant or obligation under this Agreement, and the Department fails to cure the material breach or default within twenty-one (21) calendar days of receipt of such notice; however, within thirty (30) calendar days of such termination, the Recipient shall reimburse by check payable to the Department all payments to the Recipient by the Department under this Agreement that are in excess of amounts owed by Department for the Project prior to the date of the termination notice.
4. **Termination for Cause by the Department.** The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Recipient pursuant to Section III.T. of this Agreement if:
  - a. The Department does not receive funding at the levels the Department determines is necessary to complete the Project;
  - b. Any of the design, permitting, or construction of the Project is not pursued with due diligence;
  - c. Any fee title to or other interest in the construction site is not sufficient, legal, and valid;
  - d. The construction of the Project, as proposed or with amendments necessary to meet intended purpose, is not permissible under state, federal or local law;
  - e. The Recipient does not abide by the nondiscrimination and affirmative action provisions of this Agreement;
  - f. The Recipient otherwise commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the Project under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Project as to endanger the Recipient's performance under this Agreement in accordance with its terms, and the Recipient fails to cure the material breach or default within fourteen (14) calendar days of receipt of such notice.

Upon receiving a notice of termination under Section III.A.4. of this Agreement, the Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise in that termination notice. Upon termination of the Agreement, and at the Department's request, the Recipient shall surrender to anyone the Department designates, all documents, objects, or other tangible things in the Recipient's possession or contract that may be needed to complete the Project.

Within thirty (30) calendar days of termination under Section III.A.4. of this Agreement, the Recipient shall reimburse by check payable to the Department all payments to the Recipient by the Department under this Agreement.

- B. Force Majeure.** Neither the Department nor the Recipient shall be responsible for any breach or for any delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. The Recipient shall, however, make all reasonable efforts to remove or eliminate the cause of the Recipient's delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement.
- C. No Third Party Beneficiaries.** The Department and the Recipient 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 may 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.
- D. Records Maintenance; Access.** The Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient shall maintain any other records pertinent to this Agreement so as to clearly document the Recipient's performance. The Recipient acknowledges and agrees that the Department and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the Recipient that are pertinent to this Agreement, to perform examinations and audits, and make excerpts and transcripts. The Recipient shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- E. Funds Available and Authorized; Payments.** The Recipient understands and agrees that the Department's obligations, including but not limited to the payment of amounts under this Agreement, if any, is contingent on the Department receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow the Department, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. The Recipient shall look solely to the Department for payment(s) under this Agreement, if any. The Recipient shall not be paid by any agency or department of State other than the Department for work performed under this Agreement.
- F. Disallowed Costs; Overpayment.** The Recipient agrees that any payment or payments made under this Agreement shall be subject to reduction for amounts that are found on the basis of any audit examination not to constitute allowable costs. The Recipient shall refund by check payable to the Department the amount of such reduction within thirty (30) calendar days of such notice made pursuant to Section III.T of this Agreement. In the event that the amounts of the Department's payments to the Recipient exceed the reimbursable expenses presented by the Recipient to the Department, the Recipient agrees to refund the excess payments by check payable to the Department within thirty (30) calendar days.
- G. Dual Payment.** The Recipient shall not be compensated for or receive any other form of dual payment for work performed under this Agreement from any agency of the State or the United States of America or any other party.
- H. Attorney Fees.** Except for defense costs and expenses pursuant to Section III.M. of this Agreement, no party is entitled to recover attorney fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.
- I. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of State without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, Claim) between the Department (and/or any other agency or department of State) and the Recipient 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, and the Recipient hereby consents to the in personam jurisdiction of such courts, waives any objection to venue in such courts, and waives any claim that such forum is an inconvenient forum; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the U.S. District Court for the District of Oregon. In no event shall this provision or any other provision of this Agreement be construed as a waiver by State of any form of defense or immunity, whether it is 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.

- J. Compliance with Workers' Compensation.** The Recipient shall require that all employers, including the contractor (the Recipient, or if other than the Recipient), that employ subject workers who work under this Agreement in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). The Recipient and the contractor (if other than the Recipient) shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.
- K. Compliance with Applicable Law/Nondiscrimination/Model Assurance Statement.**
1. The Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
  2. Without limiting the generality of the foregoing, the Recipient expressly agrees to comply with: (i) Executive Order 11246, Equal Employment Opportunity; (ii) Drug Free Workplace Act of 1988, P.L. 110-690; (iii) Title VI of Civil Rights Act of 1965; (iv) Section V of the Rehabilitation Act of 1973; (v) the Americans of Disabilities Act of 1990 and ORS 659.425; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
  3. **The Department's performance under this Agreement is conditioned upon the Recipient's compliance with the obligations required for public contracts under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein.** The Recipient shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(ii)).
  4. The Recipient offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Recipient on the basis of race, color, national origin, age, sex (in education activities) or disability.
- L. Sub-contracts Compliance with Applicable Law.** Any underlying sub-contracts to perform work consistent with this Agreement shall be awarded by the Recipient based on a competitive Public Contracting (Procurement) process, consistent with the Oregon statutory and regulatory requirements applicable to the Public Contracting Oregon Revised Statutes, ORS 279A, 279B and 279C, or such other process that encourages competition, openness and impartiality and is approved by the Department.
- M. Indemnification.** THE RECIPIENT AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STATE AND ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM, ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF THE RECIPIENT, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.
- N. State Tort Claims Act.** The parties agree that the Recipient is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.
- O. Amendments; Waiver.** This Agreement may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Agreement shall bind either party unless in writing and signed by the Department and the Recipient, and all necessary approvals have been obtained. The Recipient shall execute a Certificate of Compliance regarding tax certification each time this Agreement is renewed or extended by the parties, as per Section III.W. of this Agreement. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
- P. Representations and Warranties.** The Recipient hereby represents and warrants that:
1. The Project shall be performed in a timely manner by qualified personnel in accordance with applicable professional standards.
  2. The Project will receive all necessary federal and state permits and approvals; and
  3. The Recipient has the authority to enter into and perform in accordance with this Agreement and that this Agreement, when executed and delivered, is a valid and binding obligation of the Recipient that is enforceable in accordance with its terms.
- Q. Binding Agreement.** The provisions of this Agreement shall be binding upon and shall inure to the benefits of the Department and the Recipient and the respective successors and assigns.
- R. Severability.** The Department and the Recipient agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term of provision held to be illegal or invalid.

- S. **Integration.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties on the subject matter thereof and merges all prior and contemporaneous communications with respect to such subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- T. **Notice.** Notices under this Agreement shall be given in writing by personal delivery, express courier, email, , or United States Postal Service, postage prepaid, to the Recipient or the Department at their respective address or number set forth below, or to such other addresses or numbers as each party may designate for itself in writing. Any notice so addressed and mailed (or e-mailed) shall be deemed to be given five (5) business days after mailing (or e-mailing). Any notice given by personal delivery or express courier shall be deemed to be given immediately upon such delivery, provided such delivery is made to the person indicated below:

**Department:** **Oregon Department of Fish and Wildlife**  
Field Coordinator – **Toby Schuyler**  
3561 Klindt Drive  
The Dalles, OR 97058  
Phone: 541 967-2162  
Email: Toby.j.Schuyler@odfw.oregon.gov

**Recipient:** **Columbia County of Oregon**  
Attn: **Mike Russell**  
1054 Oregon Street  
Saint Helens, OR 97051  
Phone: 503 397-5090  
Email: grant.dejongh@columbiacountyor.gov

- U. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- V. **Survival.** In addition to all provisions which by their nature extend beyond termination or full performance, the following provisions shall remain in effect beyond any termination or full performance: Sections I.B., II.I., III.C. through III.I., III.M., III.N., III.P. and III.Q.
- W. **Tax Certification.** The individual signing this Agreement for the Recipient swears or affirms, under penalty of perjury, that he or she is authorized to act on behalf of the Recipient, has authority and knowledge regarding the payment of taxes, and that the Recipient is, to the best of his or her knowledge, not in violation of any Oregon tax laws. For purposes of this certification, 'Oregon tax laws' means those programs listed in ORS 305.380(4). The Recipient shall execute this certification each time this Agreement is renewed or extended by the parties.
- X. **Insurance.** Recipient must obtain and maintain insurance in the types and amounts indicated in Exhibit E. If any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Recipient must ensure the liability and risks related to the Project are insured to the extent that similar insurance customarily carried by entities constructing, operating and maintaining similar work is required.
- Y. **Final Reconciliation of Funds.** Within thirty (30) calendar days of a Notice of Completion, Recipient is required to provide the Department with any remaining requests for payment or documentation of in-kind contributions pursuant to Section II.B and II.I of this Agreement, if any, so that the Department may reconcile the final Project costs as between the Department and the Recipient in accordance with the terms and conditions of this Agreement and applicable law. Notwithstanding the foregoing, the Department may in its sole discretion reimburse or invoice the Recipient for cost overruns.
  1. **Recipient Overpayment.** Subject to the not-to-exceed amount set forth in Section I.A of this Agreement, if the Recipient's share of the final costs exceeds \$42,129.00, the Department shall refund the Recipient in an amount equal to the Recipient's excess contribution. The Department shall deliver such payment to the Recipient's representative listed in Section III.T of this Agreement.
  2. **Department Overpayment.** If the Department's share of the final costs exceeds \$200,000.00, the Department shall notify the Recipient and the Recipient shall reimburse the Department in an amount equal to the Department's excess contribution within forty-five (45) calendar days of that notification, sent to the Department's representative listed in Section III.T of this Agreement.

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**STATE OF OREGON:  
Acting By and Through the Oregon  
Department of Fish and Wildlife**

By:   
Shannon Hurn  
Deputy Director for Administration

Date: 4/15/2024

**Address:**

Attention – Procurement Section  
4034 Fairview Industrial Drive SE  
Salem, OR 97302

**RECIPIENT:  
Columbia County of Oregon**

By: 

Title: Chair

Date: 04/03/2024

**Address:**

1054 OREGON STREET  
ST. HELENS, OREGON. 97051

Federal Employer Identification #

93-6002288

Template approved for Legal Sufficiency by  
Steven Marlowe,  
Oregon Department of Justice, via e-mail  
Dated October 29, 2015

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**STATE OF OREGON:  
Acting By and Through the Oregon  
Department of Fish and Wildlife**

By: \_\_\_\_\_  
Shannon Hurn  
Deputy Director for Administration

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

Address:  
Attention – Procurement Section  
4034 Fairview Industrial Drive SE  
Salem, OR 97302

**RECIPIENT:  
Columbia County of Oregon**

By: \_\_\_\_\_  


Title: Chare

Date: 04/03/2024

Address:  
1054 OREGON STREET  
ST. HELENS, OREGON 97051

Federal Employer Identification #  
93-1002288

Template approved for Legal Sufficiency by  
Steven Marlowe,  
Oregon Department of Justice, via e-mail  
Dated October 29, 2015

## EXHIBIT A STATEMENT OF WORK

### [Apiary Road MP 8.4 ] / [P-01-0058]

#### Project Objective:

This design project at the Apiary Road MP 8.4 crossing will progress from 30% designs to 100% designs to remove the two, perched and undersized, side by side 8-ft diameter corrugated metal pipes (CMPs) and replace the pipes with a channel spanning bridge under the Stream Simulation Method.

#### Description of Tasks:

The Recipient Shall

- Work with engineer on designs, project permitting, and bid package
- Manage all aspects of the design project.
- Provide ODFW with 60%, 90% and 100% designs for review.
- Provide all design project related invoices/expenses to ODFW for review
- Submit partial payment requests along with relevant project invoices for reimbursement, and an explanation as to how the expenses are directly related to the fish passage design project.
- Provide a project update and percentage of project completion with reimbursement requests.
- Notify ODFW and request an amendment prior to significant changes to the project budget or design.
- Get fish passage approval from ODFW prior to implementation.

## EXHIBIT B - BUDGET

<b>ODFW USE ONLY</b>	Title: Apiary Road MP 8.4	Project #: P-01-0058
Project Type: P	Activity: Design	Amount: \$242,129.00
		Date received: 11/17/2023 1:23:13 PM

Applicant Section	PROJECT BUDGET					
This section describes work that will be completed by the Applicant and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
<b>PERSONNEL</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	Mike Russell, PW Director (25 hours at \$109.85) totals were rounded up in original application	Applicant	\$2,747.00	1.00	Each	\$2,747.00
	Grant DeJongh, Asst PW Director (86 hours at \$83.25) totals were rounded up in original application	Applicant	\$7,160.00	1.00	Each	\$7,160.00
	Scott Toerjes, Eng Tech (86 hours at \$54.90) totals were rounded up in original application	Applicant	\$4,722.00	1.00	Each	\$4,722.00
	<b>Sub-Total1:</b>					<b>\$14,629.00</b>
<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>EQUIPMENT</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>OTHER</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total3:</b>					<b>\$0.00</b>
<b>CONTRACTED SERVICES</b>						
	Description	Contracted By	Rate	Quantity	Units	Amount
	Final Design Engineering, Project Permitting & Bid Package (ODOT \$200,000)	Applicant	\$225,000.00	1.00	Each	\$225,000.00
	Outside agency specialist review (ODFW In-Kind \$1000.00)	Applicant	\$2,500.00	1.00	Each	\$2,500.00
	<b>Sub-Total4:</b>					<b>\$227,500.00</b>
	<b>Total Applicant Outlay (adds subtotals 1-4):</b>					<b>\$242,129.00</b>

ODFW Section	PROJECT BUDGET					
This section describes work that will be completed by ODFW and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
<b>PERSONNEL</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total1:</b>					<b>\$0.00</b>
<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>EQUIPMENT</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>OTHER</b>						
	Description	Work By	Rate	Quantity	Units	Amount

Sub-Total3:	\$0.00
<b>CONTRACTED SERVICES</b>	
Description	Contracted By
Rate	Quantity
Units	Amount
Sub-Total4:	\$0.00
Total ODFW Outlay (adds subtotals 1-4):	\$0.00

**Budget Summary**

This section describes the amount of funding that is expected to be provided for this project by all parties. ODFW is responsible for the ODFW portion of project funding, and the applicant is responsible to provide all remaining funds. Any initial outlay by ODFW that exceeds the ODFW funding amount will be reimbursed to ODFW by the applicant. The project budget sections above describes who will provide the initial outlay of the estimated project cost.

**Applicant Funding Sources**

Source Type	Description	Is Funding Secured?	Amount
Applicant Inkind	ODFW	Yes	\$1,000.00
Applicant Inkind	Columbia SWCD	Yes	\$1,500.00
Applicant Cash	Columbia County	Yes	\$25,000.00
Applicant Inkind	Columbia County	Yes	\$14,629.00
Total Applicant Share:			\$42,129.00
Requested Amount from ODFW:			\$200,000.00

**ODFW USE ONLY ODFW Funds**

Funding Source	Cost Code	\$ P/S Amount	\$ S/S Amount	\$ Total Amount
ODOT	53300-801400-1	\$0.00	\$200,000.00	\$200,000.00
Total ODFW Funding:				\$200,000.00
Applicant Share:				\$42,129.00
ODFW Share(82.60):				\$200,000.00
Total Funding:				\$242,129.00
Total Project Budget:				\$242,129.00

EXHIBIT C - APPLICATION

<b>Fish Screening and Passage Program</b> Oregon Department of Fish and Wildlife		<b>Cost Share Application</b>	
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<b>ODFW USE ONLY</b>	Title: Apiary Road MP 8.4	Project #: P-01-0058
Project Type: P	Activity: Design	Amount: \$242,129.00
		Date received: 11/17/2023 1:23:13 PM

APPLICANT- Fill In	CONTACT INFORMATION	
APPLICANT, CO-APPLICANT, WATER USER, DIVERSION OWNER	Name: Russell, Mike	Work phone: 503-397-5090
	Title: Public Works Director	Home phone:
	Business Name: Public Works Department	Cell/Other:
	Mailing Address: 1054 Oregon Street	Fax: 503-397-7215
	City/State/Zip: Saint Helens, OR 97051	Email: publicworks@columbiacountyor.gov
PROJECT CONTACT DETAILS	Name: DeJongh, Grant	Work phone: 503-397-5090
	Title: Assistant Public Works Director	Home phone:
	Business Name: Public Works Department	Cell/Other: 971-842-9509
	Mailing Address: 1054 Oregon Street	Fax: 503-397-7215
	City/State/Zip: Saint Helens, OR 97051	Email: grant.dejongh@columbiacountyor.gov
LAND OWNER DETAILS	Name:	Work phone:
	Title:	Home phone:
	Business Name: Columbia County	Cell/Other:
	Mailing Address: 230 Stand Street	Fax:
	City/State/Zip: Saint Helens , OR 97051	Email: publicworks@columbiacountyor.gov

Applicant- Fill In	DIVERSION DETAILS	
Diversion Name:	Diversion Flow Relative to Stream Flow (%): 0.000	
<b>GPS Based Diversion Location</b>		
Latitude: 45.988335	Longitude: -123.039621	
<b>Digitally Derived Diversion Location</b>		
Latitude: 45.98834	Longitude: -123.03964	County: Columbia
Basin: North Coast	District: North Coast	Stream: Little Clatskanie River
Quarter:	House District: 31	Senate District: 16
HUC: 170800030503	Watershed Council Area: Lower Columbia Watershed Council	
LLID: 0	Tributary Of: Clatskanie River	
Notes:		
<b>Water Rights</b>		

Water right permit details not available.		
Water Use		
Water Use	Water Period	Description
Other	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	Year round fish passage

Applicant- Fill In	<b>PROJECT INFORMATION</b>
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**Summary:** The Apiary Road crossing of the Little Clatskanie River at MP 8.4 is identified by the by ODFW as a full barrier and is listed on ODFWs Fish Passage Priority List for replacement/removal. This crossing is comprised of two, side by side 8-ft diameter corrugated metal pipes (CMP) crushed on the inlet side and perched by at least several feet due to buoyant forces, known as hydrostatic uplift failure. The stream bed on the outfall side of the crossing has been scoured to bedrock, causing the outfall to be perched as well. The confluence of the Little Clatskanie River and the Clatskanie River is approximately 50-feet downstream of the crossing structure. Due to the constricting nature of the crossing excessive upstream aggradation and downstream erosion are a constant problem

**Purpose:** The proposed project will obtain 100% design engineering to remove the two, perched and undersized, side by side 8-ft diameter CMPs and replace the pipes with a channel spanning bridge under the Stream Simulation Method. The current 30% design engineering has established a design with no unnatural channel elements within the ordinary high-water line and the stream scour zone and will allow the Little Clatskanie River to function as a natural channel where more normative fluvial process occur in accordance with the Stream Simulation Design. Furthermore, there are no fish passage structures which will require regular operations and maintenance.

**Active channel width (ACW)** at the crossing is 19-feet, thus the current 30% design proposes a 28.5-foot-wide clear span bridge 1.5 times the ACW, which fits within the Stream Simulation method for NOAA's Fishery Guidelines for Salmonid Stream Crossings in WA, OR and ID-2022 and meets USFWS Design Guidelines for Ecological Function. The current 30% design has established a design that passes a 100-year peak flood with over 6-foot of freeboard between the bridge low chord and the 100-year design flood surface elevation. The proposed restoration design for this culvert to bridge project, which is 1.5 times the ACW and has over 6-foot of freeboard between the bridge low chord and the 100-year design flood surface elevation, will allow the Little Clatskanie River the ability to use more of its floodplain for future higher peak flows, and allow for fish passage, sediment transport, and increased flood and debris conveyance – effectively re-establishing natural stream processes and functions through the crossing and re-establishing access to high quality aquatic habitat.

**Estimated TimeLines:** Project proposes to use current 30% bridge design, which includes geotechnical analysis and report, to obtain fish passage funding for 100% Design & Engineering and obtain project permitting. When the 100% design engineering process reaches the 70% design iteration, project permitting will be initiated. It is anticipated that progressing to the 70% design iteration and initiating project permitting will take 6-9 months. The project sponsor will also use the 70% design iteration to gain implementation funding. Project implementation (groundbreaking) is anticipated to occur at the soonest in Q3 FY25. If funds to obtain 100% Design & Engineering, and Project Permitting, are granted the 100% Design & Engineering and Project Permitting deliverables would be completed by the Q4 FY24.

Requesting ODFW Engineering Assistance?: No	Stream Miles Made Accessible: 6.00
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**GPS Based Project Location**

Latitude: 45.988335	Longitude: -123.039621
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**Digitally Derived Project Location**

Latitude: 45.98834	Longitude: -123.03964	County: COLUMBIA
Basin: North Coast	District: North Willamette	Stream: Little Clatskanie River
Quarter:	House District: 31	Senate District: 16
HUC: 17080003	Watershed Council Area: Lower Columbia Watershed Council	
LLID: 1230400459886	Tributary Of: Clatskanie River	

Notes:

ODFW Use Only	<b>SPECIES</b>
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ODFW District: North Coast	ODFW District Biologist: Stertz, Kevin	Review Date: 11/21/2023 3:58:18 PM
FISH SPECIES	FISH RUN	FISH STATUS
Coastal Cutthroat	N/A	Sensitive
Coho	N/A	Endangered
Steelhead	Winter	Threatened

Western brook lamprey	N/A	Sensitive
Pacific lamprey	N/A	Sensitive

**Passage/Barrier Details**

Passage: Other	Passage Sub Type:
Barrier: Culvert	Barrier Sub Type: Culvert - Round

**Priority Points**

Stream Miles Made Accessible: 6.00	Stream Distance to Next Partial Barrier or End of Fish Use: 4.00
Upstream Complete Artificial Barriers: 0	Downstream Complete Artificial Barriers: 0
Number NMF Species/Runs: 4	Number NMF Listed: 2
Passage Level of Pre-Project Artificial Obstruction: Gray/Partial	Accessed Habitat Quality: Good
Trigger at Artificial Obstruction: No	Opened Access to Habitat: Previously not accessible to adults & juveniles

**Comments/Recommendations**

District Biologist	<p>The North Willamette Watershed District (Coast Unit) is highly supportive of this project, as replacement of this culvert is a top priority for the watershed. Several miles of quality habitat for multiple listed native migratory fish species would be made accessible by providing passage at this barrier.</p> <p>Reviewed By: Stertz, Kevin    Review Date: 11/21/2023</p>
Field Coordinator	<p>Reviewed By: Schuyler, Toby    Review Date: 11/17/2023</p>
Screen Shop Manager	<p>I am in support of this project that will replace perched, failing culverts that are passage barriers with a full spanning bridge to restore passage at this site.</p> <p>Reviewed By: Macnab, Bryce    Review Date: 11/22/2023</p>
State Coordinator	<p>This highly District supported project will provide designs for volitional fish passage for coho, lamprey, steelhead and cutthroat at a current full fish passage barrier. This is a high priority project that will provide designs for a project remove a fish passage barrier at the mouth of the Little Claskanine River.</p> <p>Reviewed By: Baki, Pete    Review Date: 11/27/2023</p>
Program Manager	<p>I approve this project moves forward into the design phase and using the ODOT CRPA Fund source, as previously approved by the selection committee (Apke 12-4-2023).</p> <p>Reviewed By: Apke, Greg    Reviewed on: 12/4/2023</p>

ODFW USE ONLY	Title: Apiary Road MP 8.4	Project #: P-01-0058
Project Type: P	Activity: Design	Amount: \$242,129.00
		Date received: 11/17/2023 1:23:13 PM

Applicant Section	PROJECT BUDGET					
This section describes work that will be completed by the Applicant and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
<b>PERSONNEL</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Mike Russell, PW Director (25 hours at \$109.85) totals were rounded up in original application	Applicant	\$2,747.00	1.00	Each	\$2,747.00	
Grant DeJongh, Asst PW Director (86 hours at \$83.25) totals were rounded up in original application	Applicant	\$7,160.00	1.00	Each	\$7,160.00	
Scott Toenjes, Eng Tech (86 hours at \$54.90) totals were rounded up in original application	Applicant	\$4,722.00	1.00	Each	\$4,722.00	
Sub-Total1:					\$14,629.00	
<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Sub-Total2:					\$0.00	
<b>EQUIPMENT</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Sub-Total2:					\$0.00	
<b>OTHER</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Sub-Total3:					\$0.00	
<b>CONTRACTED SERVICES</b>						
Description						
Contracted By						
Rate						
Quantity						
Units						
Amount						
Final Design Engineering, Project Permitting & Bid Package (ODOT \$200,000)	Applicant	\$225,000.00	1.00	Each	\$225,000.00	
Outside agency specialist review (ODFW In-Kind \$1000.00)	Applicant	\$2,500.00	1.00	Each	\$2,500.00	
Sub-Total4:					\$227,500.00	
Total Applicant Outlay (adds subtotals 1-4):					\$242,129.00	

ODFW Section	PROJECT BUDGET					
This section describes work that will be completed by ODFW and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
<b>PERSONNEL</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Sub-Total1:					\$0.00	
<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Sub-Total2:					\$0.00	
<b>EQUIPMENT</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Sub-Total2:					\$0.00	
<b>OTHER</b>						
Description						
Work By						
Rate						
Quantity						
Units						
Amount						
Sub-Total3:					\$0.00	
<b>CONTRACTED SERVICES</b>						
Description						
Contracted By						
Rate						
Quantity						
Units						
Amount						

Sub-Total4:	\$0.00
Total ODFW Outlay (adds subtotals 1-4):	\$0.00

**Budget Summary**

This section describes the amount of funding that is expected to be provided for this project by all parties. ODFW is responsible for the ODFW portion of project funding, and the applicant is responsible to provide all remaining funds. Any initial outlay by ODFW that exceeds the ODFW funding amount will be reimbursed to ODFW by the applicant. The project budget sections above describes who will provide the initial outlay of the estimated project cost.

**Applicant Funding Sources**

Source Type	Description	Is Funding Secured?	Amount
Applicant Inkind	ODFW	Yes	\$1,000.00
Applicant Inkind	Columbia SWCD	Yes	\$1,500.00
Applicant Cash	Columbia County	Yes	\$25,000.00
Applicant Inkind	Columbia County	Yes	\$14,629.00
Total Applicant Share:			\$42,129.00
Requested Amount from ODFW:			\$200,000.00

**ODFW USE ONLY ODFW Funds**

Funding Source	Cost Code	\$ P/S Amount	\$ S/S Amount	\$ Total Amount
ODOT	53300-801400-1	\$0.00	\$200,000.00	\$200,000.00
Total ODFW Funding:				\$200,000.00
Applicant Share:				\$42,129.00
ODFW Share(82.60):				\$200,000.00
Total Funding:				\$242,129.00
Total Project Budget:				\$242,129.00

**Project Attachments**

Click a link to view that particular file.

[Original Cost Estimate:](#)

[30 Percent Plans:](#)

[Geotechnical Report:](#)

[Funding Application:](#)

[Letter of support:](#)

[Culvert:](#)

[Culvert:](#)

[Culvert:](#)

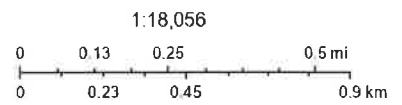
[Culvert:](#)

[Culvert:](#)

Passage Location Map:



October 17, 2023



Bureau of Land Management, State of Oregon GEO, State of Oregon, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, U.S. Forest Service

**ODFW Use Only PROJECT CERTIFICATION**

STEP	BY	SIGNATURE	DATE(MM/DD/YYYY)
<b>PRELIMINARY CERTIFICATION</b>			
Cost Share Application received by ODFW	Applicant	NA, Applicant Responsibility	11/17/2023
Preliminary Inspection of Site		Schuyler, Toby	11/17/2023
Preliminary Certification (Design Approval)	State Coordinator		
<b>FINAL CERTIFICATION</b>			
Final Project Inspection of Construction			
Project Meets Criteria:			
Comments:			
<b>NET CERTIFIED COST OF INSTALLATION</b>			
ODFW:	Applicant:	Total:	
Fish Screening and Passage Accountant			

**Applicant- Fill In SIGNATURES**

**AGREEMENT CONDITIONS**

If application is approved, the Recipient will be required to sign the Agreement containing the terms and conditions upon which funds will be released.  
 Any expenditure incurred prior to the Agreement start date will not be eligible for cost-share reimbursement.  
 Agreement monies shall be disbursed upon completion of the project and after costs have been submitted to ODFW. Partial payments may be allowed if provided for in the Agreement.  
 The Recipient shall maintain accounting records pertaining to this agreement according to generally accepted accounting principles and shall make all relevant records, documents and reports available to ODFW for the purpose of audit examination if requested by the Department.  
 ODFW shall have the right of ingress and egress to and from the project area, doing no unnecessary injury to the property of the landowner, for the purpose of designing, installing, inspecting, performing major maintenance on or repairing said projects, and/or determining the adequacy of construction and compliance with project plans and provision of the Agreement. [ORS 498.306]  
 Recipient is responsible for coordinating access for construction with the landowner if the Recipient is not the landowner.  
 To receive the State income tax credit in addition to the cost share agreement:

- The Recipient must submit fish screening and passage project plans and specifications to ODFW.
- The Recipient must also request and receive a preliminary certification from ODFW prior to construction.
- After construction is complete, ODFW will conduct an on-site inspection and verify the net certified cost of the installation.
- When construction is approved by ODFW, a final certificate will be issued [ORS 315.138]

Recipient Signature:	Date:
Recipient Name: Russell, Mike	My signature indicates acceptance of the Agreement Conditions listed above. Electronic signature is not acceptable.
Address: 1054 Oregon Street	Work Phone: 503-397-5090
City/State/Zip: Saint Helens OR 97051	Home Phone:

**MAINTENANCE REQUIREMENTS - To be Signed by the appropriate party responsible for project maintenance.**

**FISH SCREEN OR BY-PASS DEVICE:**  
 Less than 30 cfs:  
 Water User is responsible for minor maintenance of the device, which means periodic inspection, cleaning and servicing of the device at such times and in such manner as to ensure proper operation.  
 ODFW is responsible for major maintenance, which means all maintenance work done on a fish screening or by-pass device other than minor maintenance [ORS 498.306]. Major maintenance does not include full replacement of the screen and associated infrastructure, or any maintenance work incurred due to lack of minor maintenance.  
 30 cfs or greater:  
 Water User is responsible for all maintenance of the device.  
**FISH PASSAGE:**  
 The Owner/Operator is responsible for all fishway repair and maintenance to keep it free from obstruction to the passage of fish at all times [ORS 509.610].  
**Hydropower:**  
 Water User is responsible for all maintenance on hydropower projects.

Owner/Operator Signature:	Date:
Owner/Operator Name: Russell, Mike	My signature indicates acceptance of the Maintenance Requirements listed above. Electronic signature is not acceptable.
Address: 1054 Oregon Street	Work Phone: 503-397-5090
City/State/Zip: Saint Helens OR 97051	Home Phone:

### EXHIBIT D

## Fish Screening and Passage Program

Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive, SE  
Salem, OR 97302

### REQUEST FOR RELEASE OF FUNDS

Name: Columbia County of Oregon Project No. P-01-0058  
Address: 1054 Oregon Street  
Saint Helens, Or 97051 FIN: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_

I am requesting:  Partial Payment  Final Payment

I request the release of funds in accordance with the terms of the Agreement covering this Fish Screening and Passage project. The requested payment is reimbursement for work related to this Cost Share Agreement only. Attached are copies of supporting documents for reimbursable costs incurred on this Project. I understand that the reimbursement amount will be calculated by the Department in accordance with the terms of the Agreement.

Total invoice amount submitted for consideration: \$ \_\_\_\_\_

Total reimbursement expected from ODFW for this request: \$ \_\_\_\_\_

Estimated Project Completion \_\_\_\_\_%

I declare that this is, to the best of my knowledge, true, correct, and complete.

\_\_\_\_\_  
Recipient Signature Date

\_\_\_\_\_  
Title

#### FOR DEPARTMENT USE ONLY

The Department Field Coordinator has reviewed and approved the attached supporting documents for processing by the Department's Fiscal Services section in accordance with the Agreement for this project.

Funding Source:  PCSRF  FRIMA  OTHER \_\_\_\_\_

Contribution Level (\$ amount or %): ODFW \_\_\_\_\_ Recipient \_\_\_\_\_

Project Completion %: \_\_\_\_\_

\_\_\_\_\_  
ODFW Field Coordinator Date

\$ \_\_\_\_\_  
Tax Credit Object code Certification Date

**Insurance Exhibit – Grant Template Language – Goods & Services**

**INSURANCE REQUIREMENTS:**

Grantee shall obtain at Grantee’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Contactor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

Automobile Liability Insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Contract. Coverage shall be primary and non-contributory

with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Grantee termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Grantee agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 4.

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

Required     Not required

**Directors, Officers and Organization** insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.



AMENDMENT No. 1  
TO  
AGREEMENT No. P-01-0058

Enter Project Title: Apiary Road MP 8.4

This is Amendment No. 1 (the "Amendment") to Agreement P-01-0058 (the "Agreement") between the State of Oregon acting by and through its **Oregon Department of Fish and Wildlife "ODFW"** and **Columbia County Public Works Department "Recipient"**.

1. **RECITALS:** This Agreement is authorized by ORS.496-146 (11) and ORS 496.138, consistent with the policy in ORS 496.012.
2. **AMENDMENT:**
  - a) **Exhibit A, Statement of Work (SOW)**, is hereby amended as follows: Time only extension, with a new completion date of **12/31/2025**.

**EXHIBIT A**  
**STATEMENT OF WORK**  
**[Apiary Road MP 8.4] / [P-01-0058]**

**Project Objective:**

This design project at the Apiary Road MP 8.4 crossing will progress from 30% designs to 100% designs to remove the two, perched and undersized, side by side 8-ft diameter corrugated metal pipes (CMPs) and replace the pipes with a channel spanning bridge under the Stream Simulation Method.

**Scope and Description of Work:**

The Recipient Shall:

- Work with engineer on designs, project permitting, and bid package
- Manage all aspects of the design project.
- Provide ODFW with 60%, 90% and 100% designs for review.
- Provide all design project related invoices/expenses to ODFW for review
- Submit partial payment requests along with relevant project invoices for reimbursement, and an explanation as to how the expenses are directly related to the fish passage design project.
- Provide a project update and percentage of project completion with reimbursement requests.
- Notify ODFW and request an amendment prior to significant changes to the project budget or design.
- Get fish passage approval from ODFW prior to implementation.

**Timeline and Period of Performance:**

Project Start Date: Date of Last Signature

Project End Date: ~~12/31/2024~~ **12/31/2025**

**Project Payment/Billing Schedule:**

Partial Payments

3. This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment shall constitute an original.
4. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Both Parties certify that the representations, warranties and certifications contained in the original Agreement 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.
5. CERTIFICATION: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent contractor as defined in ORS 670.600; (e) the supplied Contractor data is true and accurate; (f) Contractor has a written policy and practice that meets the requirements described in HB 3060 (2017) Oregon Laws, chapter 212, for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and the Contractor shall maintain the policy and practice in force during the entire term of this Contract.
6. THE PARTIES, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Amendment, understand it, and agree to be bound by its terms and conditions.

**STATE OF OREGON acting by and through its  
OREGON DEPARTMENT OF FISH AND WILDLIFE**

**RECIPIENT  
COLUMBIA COUNTY PUBLIC WORKS DEPARTMENT**

By: \_\_\_\_\_  
(signature of Printed Name below)

By: \_\_\_\_\_  
(signature of Printed Name below)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



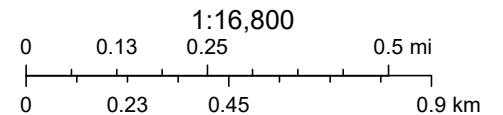
# Apiary Road MP 8.4 - Little Clatskanie River Confluence



3/28/2025, 3:31:14 PM

- Taxlots
- Sections
- Township & Range
- Local Roads
- Collector & Arterial Roads
- Green: Band\_2
- Blue: Band\_3
- Red: Band\_1

Oregon State Aerial - 2022



National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Columbia County, OR



**GENERAL NOTES:**

Provide all materials and perform all work according to the 2021 Oregon Standard Specifications for Construction.

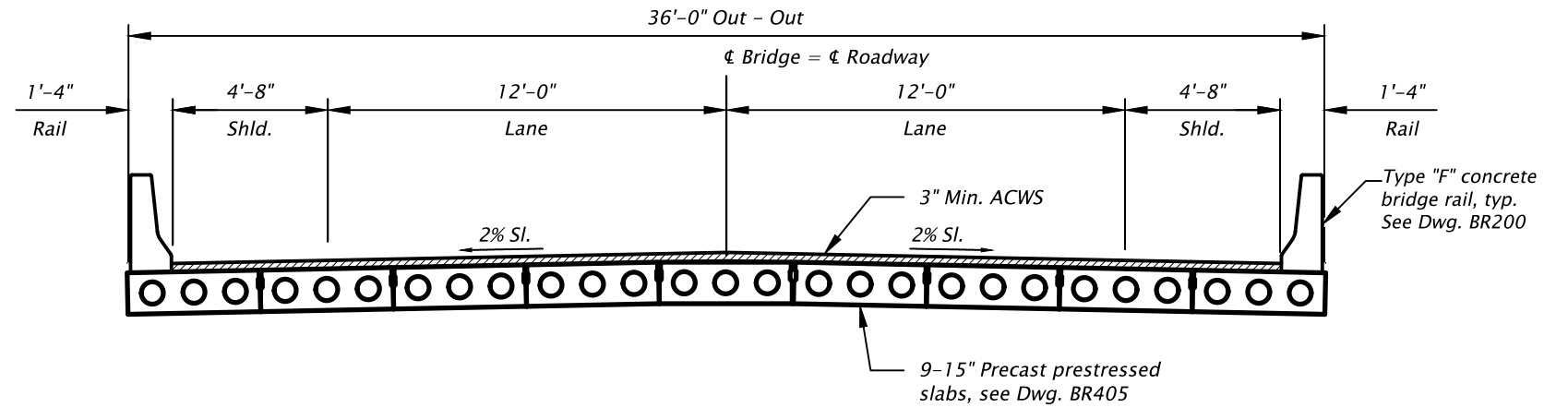
Bridge is designed in accordance with the 2017 AASHTO LRFD Bridge Design Specifications (including interim revisions) and the 2020 ODOT Bridge Design Manual (BDM), updated June 2020.

Gradeline diagram to be provided in the final design phase. The structure is laid out to match existing grade.

**CONSTRUCTION SEQUENCE:**

Construct using staged construction.

1. Install traffic control to provide one lane, two-way traffic.
2. Install piles through existing roadway.
3. Install temporary jump spans over new abutment cap excavation. Form and pour abutment caps.
4. Close bridge to all traffic for up to four weeks.
5. Remove existing culverts and reconstruct streambed.
6. Place slabs with precast, integral concrete bridge rail.
7. Form and pour scour wall and wingwalls.
8. Construct approach guardrail and top lift paving.
9. Open to traffic.




**TYPICAL SECTION**

Scale: 3/16" = 1'-0"

STRUCTURE NO.	---
BDS DWG NO.	---
CALC. BOOK	---
HWY:	
M.P.:	8.4
COUNTY	Columbia
DATE	12/2020

**DESIGN ACCEPTANCE  
PLANS  
INFORMATION ONLY**

<b>COLUMBIA COUNTY SOIL &amp; WATER CONSERVATION DISTRICT</b>	
 <b>DAVID EVANS AND ASSOCIATES INC.</b> 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	
LITTLE CLATSKANIE RIVER, APIARY ROAD	
<b>APIARY RD CULVERT MILEPOST 8.4 REPLACEMENT</b> APIARY ROAD COLUMBIA COUNTY	
Designer: Makenzie Ellett	Reviewer: Amanda Blankenship
Drafter: Jim Culpepper	Checker: Craig Shike
<b>GENERAL NOTES AND TYPICAL SECTION</b>	SHEET NO. JA02

# **Exhibit C**

## Contractors Billing Rate Information



# Lower Columbia Engineering - Pricing Proposal for Engineering & Related Services for Bridge Installation, Little Clatskanie River Confluence (Apiary Road MP 8.4)

## Attachment C Pricing Proposal

Task	Proposer Estimated Fee	Proposer Estimated Hours	Subcontractor Estimated Expenses	Task Estimated Total
Project Management and Coordination	\$28,754.00	130	0	\$28,754.00
Survey and Mapping	0	0	\$7,869.62	\$7,869.62
Utility Coordination	\$8,692.40	40	0	\$8,692.40
Environmental Coordination and Permits	\$29,600.00	160	\$9,565.60	\$39,165.60
Geotechnical Investigations and Laboratory Testing	0	0	\$23,680.80	\$23,680.80
Hydraulic Analysis Report	\$26,300.00	120	0	\$26,300.00
Plans, Specifications and Estimate (PS&E)	\$92,500.00	460	0	\$92,500.00
<b>Totals</b>	<b>\$185,846.40</b>	<b>910</b>	<b>\$41,116.02</b>	<b>\$226,962.42</b>

### LCE Pricing Proposal Information expanded for required breakdown of billable hourly rate, member contribution percentage, and estimated hours per task

Task	Percentage of Contribution	Proposer Estimated Fee	Proposer Estimated hours	Subcontractor Estimated Expenses	Mileage Expense	Subcontractor Estimated Hours	Task Estimated Total	Notes
<b>Project Management and Coordination</b>								
Engineer I \$215	61.50%	\$ 17,200.00	80					
Engineer II \$240	30.80%	\$ 9,600.00	40					
Staff Biologist \$180	7.70%	\$ 1,800.00	10					
<b>Totals for Task:</b>	<b>100%</b>	<b>\$ 28,600.00</b>	<b>130</b>	<b>0</b>	<b>\$ 154.00</b>	<b>0</b>	<b>\$ 28,754.00</b>	
<b>Survey and Mapping</b>								
				\$ 7,869.62		KLS 57		Subcontractor est expense includes KLS's 57 hours and fee for surveying plus their mileage and title report fee including our standard 10% markup for subconsultants, this markup is negotiable.
<b>Totals for Task:</b>				<b>\$ 7,869.62</b>		<b>KLS 57</b>	<b>\$ 7,869.62</b>	
<b>Utility Coordination</b>								
Engineer I \$215	100%	\$ 8,600.00	40					
<b>Totals for Task:</b>	<b>100%</b>	<b>\$ 8,600.00</b>	<b>40</b>	<b>0</b>	<b>\$ 92.40</b>	<b>0</b>	<b>\$ 8,692.40</b>	
<b>Environmental Coordination and Permits</b>								
Engineer I \$215	12.50%	\$ 4,300.00	20	\$ 9,565.60		GMI 104		Subcontractor est expense includes GMI's fee for 104 hours for cultural resource compliance/management includes our standard 10% markup for subconsultants, this markup is negotiable.
Engineer II \$240	6.25%	\$ 2,400.00	10					
Designer I \$130	6.25%	\$ 1,300.00	10					
Staff Biologist \$180	75%	\$ 21,600.00	120					
<b>Totals for Task:</b>	<b>100%</b>	<b>\$ 29,600.00</b>	<b>160</b>	<b>\$ 9,565.60</b>		<b>GMI 104</b>	<b>\$ 39,165.60</b>	
<b>Geotechnical Investigations and Laboratory Testing</b>								
				\$ 23,680.80		PSI 72		Subcontractor est expense includes PSI's fee for 72 hours and 2 borings includes our standard 10% markup for subconsultants, this markup is negotiable.
<b>Totals for Task:</b>				<b>\$ 23,680.80</b>		<b>PSI 72</b>	<b>\$ 23,680.80</b>	
<b>Hydraulic Analysis Report</b>								
Engineer I \$215	83.33%	\$ 21,500.00	100					
Engineer II \$240	16.66%	\$ 4,800.00	20					
<b>Totals for Task:</b>	<b>100%</b>	<b>\$ 26,300.00</b>	<b>120</b>	<b>0</b>		<b>0</b>	<b>\$ 26,300.00</b>	
<b>Plans, Specifications and Estimate (PS&amp;E)</b>								
Engineer I \$215	47.83%	\$ 47,300.00	220					LCE's mileage expense is included in Proposer Est Fee on Attachment C
Engineer II \$240	21.74%	\$ 24,000.00	100					
Designer I \$130	8.69%	\$ 5,200.00	40					
Designer II \$155	17.39%	\$ 12,400.00	80					
Staff Biologist \$180	4.35%	\$ 3,600.00	20					
<b>Totals for Task:</b>	<b>100%</b>	<b>\$ 92,500.00</b>	<b>460</b>	<b>0</b>		<b>0</b>	<b>\$ 92,500.00</b>	
<b>Overall Totals:</b>		<b>\$ 185,600.00</b>	<b>910</b>	<b>\$ 41,116.02</b>	<b>\$ 246.40</b>	<b>233</b>	<b>\$ 226,962.42</b>	

## **Exhibit D**

ODFW Cost Sharing Agreement

**SCREENING AND PASSAGE PROGRAM (S&P)  
Oregon Department of Fish and Wildlife  
Cost Share Agreement  
Partial Payment  
Apiary Road MP 8.4**

**Project #: P-01-0058  
Cost Code/Grant #: 53300-801400-01  
ODFW Allocation: \$200,000.00  
Recipient Share: \$42,129.00  
Total Project: \$242,129.00 Expiration  
Date: 12/31/2024**

**Authorization and Purpose** ORS 496.146(11) and ORS 509.585 et seq, provides authority for the Oregon Department of Fish and Wildlife ("ODFW" or "the Department") to enter into this Cost Share Agreement ("Agreement") with Columbia County of Oregon ("Recipient") to reimburse the Recipient for the completed design plan set for the removal of two failing metal corrugated pipes, and replace them with a channel spanning bridge in the Little Clatskanie River, in Columbia County through the completion of tasks specifically described in Exhibit A (Statement of Work) ("the Project").

**Effective Date and Duration.** The effective date of this Agreement is the date of the last required signature below, and unless terminated or extended, this Agreement expires sixty (60) calendar days after the Department sends Recipient a written notice accepting Recipient's completed performance ("Notice of Completion"). Due to the availability of funding for this Agreement, Recipient understands and agrees that the Project must be completed by 12/31/2024 ("Project Completion Date").

**Recipient understands and agrees that the Department is not obligated to pay the Recipient for any work performed before the effective date of this Agreement or after the Project Completion Date.**

**Oregon Prevailing Wage Rate Law.** To the extent applicable to the work carried out under this Agreement, the Recipient is required to comply with Oregon's prevailing wage rate law, see wage rates for public works, as applicable, available at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. ORS 279C.800- 279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(6). Failure to comply with prevailing wage rate laws could result in Recipient being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

**Agreement Documents.** This Agreement consists of the following documents listed below. **Exhibits A through E** are attached hereto and incorporated herein by this reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement less all exhibits, **Exhibit A** (Statement of Work), **Exhibit B** (Project Budget Sheet), **Exhibit C** (Recipient's Cost-share Application to the Department), **Exhibit D** (Recipient's Request for Release of Funds), and **Exhibit E** (Insurance Requirements).

**I. DEPARTMENT ACTIONS**

- A. Provide Funds.** The Department shall pay the Recipient the total sum **not to exceed \$200,000.00, of the Project costs**, to reimburse the Recipient for part of the costs of the Project.

The Department shall withhold ten percent (10%), \$20,000.00 until the Project has been considered completed and been inspected by the Department. The amount of the remaining reimbursement will be made through one final payment.

- B. Terms and Conditions of Payments.** The Department shall pay the Recipient under this Agreement as follows:

1. The Department shall make incremental payments to Recipient based on the Department's determination of the percent of the Project that is complete at the time of payment request, and subject to the Recipient's compliance with, the terms and conditions of Section II.I. of this Agreement.

2. The Department shall pay the Recipient within forty-five (45) calendar days of a request that meets such requirements. If the Department has questions about or concerns with any request for payment, the Department's Field Coordinator shall contact the Recipient.

## II. RECIPIENT ACTIONS

- A. **Management and Construction (or Design); Oversight.** The Recipient shall be responsible for the design of the Project throughout the term of this Agreement. The Recipient shall complete the tasks described in Exhibit A (Statement of Work). The Recipient shall oversee the Project with due diligence.  
Notwithstanding any other term of this Agreement, Recipient is responsible for obtaining all necessary federal and state permits and approvals to implement the Project including but not limited to fill/removal and tribal, historic, and cultural compliances, including the National Historic Preservation Act.
- B. **Administration of Costs; Reconciliation of the In-Kind Contributions.** The Recipient shall be responsible for proper administration of their costs associated with the Project throughout the term of this Agreement. The Recipient shall apply generally accepted accounting procedures (GAAP) to provide for an accurate and timely recording of receipt of funds or in-kind contributions by source, if any, of expenditures made from such funds, and of unexpended balances. The Recipient shall establish or cause to be established controls which are adequate to ensure that all expenditures and in-kind contributions under this Agreement are for allowable purposes and that documentation is readily available to verify that expenditures and in-kind contributions are accurate. In addition, Recipient must document all in-kind contributions to the Project, if any, with each submission by Recipient to ensure proper reconciliation of funds in accordance with Section II.I and III.Y of this Agreement. For the purposes of this Agreement, "in-kind contributions" are defined as purchase of supplies for the Project or provision of services necessary for completion of tasks described in the Statement of Work (Exhibit A).
- C. **N/A**
- D. **N/A**
- E. **Contributing Funds.** The Recipient shall contribute **all Project costs that exceed the amount of the Department's reimbursement as specified under Section I.A. of this Agreement.**
- F. **Use of Funds.** The Recipient agrees that the money or in-kind services provided by the Department under this Agreement, if any, may be used only for the purposes specified in Exhibit A (Statement of Work).
- G. **Time is of the Essence.** Recipient understands and agrees that time is of the essence under this Agreement.
- H. **N/A.**
- I. **Requests for Reimbursement.** If any:
  1. The Recipient shall submit a request for release of funds using the form provided at Exhibit D (Recipient's Request for Release of Funds), including itemized accounting invoices, to the Department's Field Coordinator identified in Section III.T. of this Agreement for each request for reimbursement under this Agreement (referred to herein as a "submission"). Each submission must include itemized accounting invoices explaining how the requested funds have been spent, and any provision of in-kind services during the relevant period, if any.
  2. The itemized accounting invoices referenced in Section II.I.1. of this Agreement shall include a listing of expenditures in each of the categories listed in Exhibit B (Project Budget Sheet) and shall list the dates upon which expenditures occurred.
  3. The Department's processing of non-itemized and/or incomplete submissions will be delayed until the Recipient supplies correct information to the Department.

Notwithstanding any other term of this Agreement, the Department will not pay the Recipient for any submission until the Department's Field Coordinator has reviewed and approved that submission; provided further that **the Department shall not pay the Recipient for any submission delivered to the Department more than forty-five (45) calendar days after the expiration or termination of this Agreement.**
- J. **Cost Overruns Due to Unauthorized Project Changes or Increased Costs.** If the Recipient changes the Project without first amending this Agreement pursuant to Section III.O., costs related to such changes shall be charged to the Recipient as cost overruns. Additionally, if the Recipient incurs costs that exceed the maximum amount the Department has agreed to pay in Section I.A. of this Agreement without first amending this Agreement pursuant to Section III.O., such costs shall be charged to the Recipient as cost overruns. Recipient bears the sole responsibility for payment of cost overruns.

Notwithstanding the foregoing, the Department may in its sole discretion decide to reimburse the Recipient for cost overruns in whole or in part; provided further that consistent with Section III.O of this Agreement any such Department decision shall not constitute a waiver of any provision of this Agreement and will be effective only in the specific instance and for the specific purpose given. **The Department strongly recommends that the Recipient contact the Department to discuss amending this Agreement to avoid cost overruns before they occur.**

Retroactive review by the Department of any Project changes made by the Recipient prior to an amendment pursuant to Section III.O. of this Agreement shall be for the purpose of assuring that the integrity of the Project based on this Agreement is preserved, and to assure that the Project has not deviated to a purpose and use not intended by this Agreement.

- K. **Notice of Changes.** The Recipient shall immediately notify the Department pursuant to Section III.T. of this Agreement when there is a proposed change order, cost modification or adjustment or any other proposed change to the Project that will change, modify, or materially affect the total estimated cost or other component of the Project as described in Exhibit A (Statement of Work).

Notice of changes to the Project to other entities participating in the Project are not, and may not be construed as, notice to the Department notwithstanding the fact that those entities are State or Federal agencies.

- L. **Access to Project Site.** The Recipient shall allow the Department and its designated representatives access to the Project site to monitor and evaluate the Project as the Department determines is necessary.
- M. **Contractor Performance Bond.** If the Recipient selects a contractor, other than the Recipient, to perform construction of the Project, the Recipient shall require the contractor to obtain a performance bond in the amount of its construction contract from a surety company authorized to do business in Oregon.

### III. GENERAL TERMS AND CONDITIONS.

#### A. **Termination.**

1. **Termination for Convenience by the Recipient.** The Recipient may terminate this Agreement at any time upon thirty (30) calendar days prior written notice to the Department pursuant to Section III.T. of this Agreement; however, within thirty (30) calendar days of such termination, the Recipient shall reimburse by check payable to the Department all payments made to the Recipient by the Department under this Agreement.
2. **Termination for Convenience by the Department.** The Department may terminate this Agreement at any time upon thirty (30) calendar days prior written notice to the Recipient pursuant to Section III.T. of this Agreement. Within thirty (30) calendar days of such termination, the Department shall reimburse the Recipient for work performed or completed, under this Agreement, prior to the date of the termination notice.
3. **Termination for Cause by the Recipient.** The Recipient may terminate this Agreement at any time upon thirty (30) calendar days prior written notice to the Department pursuant to Section III.T. of this Agreement if the Department commits any material breach or default of any covenant or obligation under this Agreement, and the Department fails to cure the material breach or default within twenty-one (21) calendar days of receipt of such notice; however, within thirty (30) calendar days of such termination, the Recipient shall reimburse by check payable to the Department all payments to the Recipient by the Department under this Agreement that are in excess of amounts owed by Department for the Project prior to the date of the termination notice.
4. **Termination for Cause by the Department.** The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Recipient pursuant to Section III.T. of this Agreement if:
  - a. The Department does not receive funding at the levels the Department determines is necessary to complete the Project;
  - b. Any of the design, permitting, or construction of the Project is not pursued with due diligence;
  - c. Any fee title to or other interest in the construction site is not sufficient, legal, and valid;
  - d. The construction of the Project, as proposed or with amendments necessary to meet intended purpose, is not permissible under state, federal or local law;
  - e. The Recipient does not abide by the nondiscrimination and affirmative action provisions of this Agreement;
  - f. The Recipient otherwise commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the Project under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Project as to endanger the Recipient's performance under this Agreement in accordance with its terms, and the Recipient fails to cure the material breach or default within fourteen (14) calendar days of receipt of such notice.

Upon receiving a notice of termination under Section III.A.4. of this Agreement, the Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise in that termination notice. Upon termination of the Agreement, and at the Department's request, the Recipient shall surrender to anyone the Department designates, all documents, objects, or other tangible things in the Recipient's possession or contract that may be needed to complete the Project.

Within thirty (30) calendar days of termination under Section III.A.4. of this Agreement, the Recipient shall reimburse by check payable to the Department all payments to the Recipient by the Department under this Agreement.

- B. Force Majeure.** Neither the Department nor the Recipient shall be responsible for any breach or for any delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. The Recipient shall, however, make all reasonable efforts to remove or eliminate the cause of the Recipient's delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement.
- C. No Third Party Beneficiaries.** The Department and the Recipient 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 may 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.
- D. Records Maintenance; Access.** The Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient shall maintain any other records pertinent to this Agreement so as to clearly document the Recipient's performance. The Recipient acknowledges and agrees that the Department and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the Recipient that are pertinent to this Agreement, to perform examinations and audits, and make excerpts and transcripts. The Recipient shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- E. Funds Available and Authorized; Payments.** The Recipient understands and agrees that the Department's obligations, including but not limited to the payment of amounts under this Agreement, if any, is contingent on the Department receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow the Department, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. The Recipient shall look solely to the Department for payment(s) under this Agreement, if any. The Recipient shall not be paid by any agency or department of State other than the Department for work performed under this Agreement.
- F. Disallowed Costs; Overpayment.** The Recipient agrees that any payment or payments made under this Agreement shall be subject to reduction for amounts that are found on the basis of any audit examination not to constitute allowable costs. The Recipient shall refund by check payable to the Department the amount of such reduction within thirty (30) calendar days of such notice made pursuant to Section III.T of this Agreement. In the event that the amounts of the Department's payments to the Recipient exceed the reimbursable expenses presented by the Recipient to the Department, the Recipient agrees to refund the excess payments by check payable to the Department within thirty (30) calendar days.
- G. Dual Payment.** The Recipient shall not be compensated for or receive any other form of dual payment for work performed under this Agreement from any agency of the State or the United States of America or any other party.
- H. Attorney Fees.** Except for defense costs and expenses pursuant to Section III.M. of this Agreement, no party is entitled to recover attorney fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.
- I. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of State without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, Claim) between the Department (and/or any other agency or department of State) and the Recipient 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, and the Recipient hereby consents to the in personam jurisdiction of such courts, waives any objection to venue in such courts, and waives any claim that such forum is an inconvenient forum; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the U.S. District Court for the District of Oregon. In no event shall this provision or any other provision of this Agreement be construed as a waiver by State of any form of defense or immunity, whether it is 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.

- J. Compliance with Workers' Compensation.** The Recipient shall require that all employers, including the contractor (the Recipient, or if other than the Recipient), that employ subject workers who work under this Agreement in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). The Recipient and the contractor (if other than the Recipient) shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.
- K. Compliance with Applicable Law/Nondiscrimination/Model Assurance Statement.**
1. The Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
  2. Without limiting the generality of the foregoing, the Recipient expressly agrees to comply with: (i) Executive Order 11246, Equal Employment Opportunity; (ii) Drug Free Workplace Act of 1988, P.L. 110-690; (iii) Title VI of Civil Rights Act of 1965; (iv) Section V of the Rehabilitation Act of 1973; (v) the Americans of Disabilities Act of 1990 and ORS 659.425; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
  3. **The Department's performance under this Agreement is conditioned upon the Recipient's compliance with the obligations required for public contracts under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein.** The Recipient shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(ii)).
  4. The Recipient offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Recipient on the basis of race, color, national origin, age, sex (in education activities) or disability.
- L. Sub-contracts Compliance with Applicable Law.** Any underlying sub-contracts to perform work consistent with this Agreement shall be awarded by the Recipient based on a competitive Public Contracting (Procurement) process, consistent with the Oregon statutory and regulatory requirements applicable to the Public Contracting Oregon Revised Statutes, ORS 279A, 279B and 279C, or such other process that encourages competition, openness and impartiality and is approved by the Department.
- M. Indemnification.** THE RECIPIENT AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STATE AND ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM, ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF THE RECIPIENT, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.
- N. State Tort Claims Act.** The parties agree that the Recipient is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.
- O. Amendments; Waiver.** This Agreement may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Agreement shall bind either party unless in writing and signed by the Department and the Recipient, and all necessary approvals have been obtained. The Recipient shall execute a Certificate of Compliance regarding tax certification each time this Agreement is renewed or extended by the parties, as per Section III.W. of this Agreement. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
- P. Representations and Warranties.** The Recipient hereby represents and warrants that:
1. The Project shall be performed in a timely manner by qualified personnel in accordance with applicable professional standards.
  2. The Project will receive all necessary federal and state permits and approvals; and
  3. The Recipient has the authority to enter into and perform in accordance with this Agreement and that this Agreement, when executed and delivered, is a valid and binding obligation of the Recipient that is enforceable in accordance with its terms.
- Q. Binding Agreement.** The provisions of this Agreement shall be binding upon and shall inure to the benefits of the Department and the Recipient and the respective successors and assigns.
- R. Severability.** The Department and the Recipient agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term of provision held to be illegal or invalid.

- S. Integration.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties on the subject matter thereof and merges all prior and contemporaneous communications with respect to such subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- T. Notice.** Notices under this Agreement shall be given in writing by personal delivery, express courier, email, or United States Postal Service, postage prepaid, to the Recipient or the Department at their respective address or number set forth below, or to such other addresses or numbers as each party may designate for itself in writing. Any notice so addressed and mailed (or e-mailed) shall be deemed to be given five (5) business days after mailing (or e-mailing). Any notice given by personal delivery or express courier shall be deemed to be given immediately upon such delivery, provided such delivery is made to the person indicated below:

**Department:** Oregon Department of Fish and Wildlife  
Field Coordinator – Toby Schuyler  
3561 Klindt Drive  
The Dalles, OR 97058  
Phone: 541 967-2162  
Email: Toby.j.Schuyler@odfw.oregon.gov

**Recipient:** Columbia County of Oregon  
Attn: Mike Russell  
1054 Oregon Street  
Saint Helens, OR 97051  
Phone: 503 397-5090  
Email: grant.dejongh@columbiacountyor.gov

- U. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- V. Survival.** In addition to all provisions which by their nature extend beyond termination or full performance, the following provisions shall remain in effect beyond any termination or full performance: Sections I.B., II.I., III.C. through III.I., III.M., III.N., III.P. and III.Q.
- W. Tax Certification.** The individual signing this Agreement for the Recipient swears or affirms, under penalty of perjury, that he or she is authorized to act on behalf of the Recipient, has authority and knowledge regarding the payment of taxes, and that the Recipient is, to the best of his or her knowledge, not in violation of any Oregon tax laws. For purposes of this certification, 'Oregon tax laws' means those programs listed in ORS 305.380(4). The Recipient shall execute this certification each time this Agreement is renewed or extended by the parties.
- X. Insurance.** Recipient must obtain and maintain insurance in the types and amounts indicated in Exhibit E. If any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Recipient must ensure the liability and risks related to the Project are insured to the extent that similar insurance customarily carried by entities constructing, operating and maintaining similar work is required.
- Y. Final Reconciliation of Funds.** Within thirty (30) calendar days of a Notice of Completion, Recipient is required to provide the Department with any remaining requests for payment or documentation of in-kind contributions pursuant to Section II.B and II.I of this Agreement, if any, so that the Department may reconcile the final Project costs as between the Department and the Recipient in accordance with the terms and conditions of this Agreement and applicable law. Notwithstanding the foregoing, the Department may in its sole discretion reimburse or invoice the Recipient for cost overruns.
- 1. Recipient Overpayment.** Subject to the not-to-exceed amount set forth in Section I.A of this Agreement, if the Recipient's share of the final costs exceeds \$42,129.00, the Department shall refund the Recipient in an amount equal to the Recipient's excess contribution. The Department shall deliver such payment to the Recipient's representative listed in Section III.T of this Agreement.
  - 2. Department Overpayment.** If the Department's share of the final costs exceeds \$200,000.00, the Department shall notify the Recipient and the Recipient shall reimburse the Department in an amount equal to the Department's excess contribution within forty-five (45) calendar days of that notification, sent to the Department's representative listed in Section III.T of this Agreement.

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**STATE OF OREGON:  
Acting By and Through the Oregon  
Department of Fish and Wildlife**

By:   
Shannon Hurn  
Deputy Director for Administration

Date: 4/15/2024

**Address:**

Attention – Procurement Section  
4034 Fairview Industrial Drive SE  
Salem, OR 97302

**RECIPIENT:  
Columbia County of Oregon**

By: 

Title: Chair

Date: 04/03/2024

**Address:**

1054 OREGON STREET  
ST. HELENS, OREGON. 97051

Federal Employer Identification #

93-6002288

Template approved for Legal Sufficiency by  
Steven Marlowe,  
Oregon Department of Justice, via e-mail  
Dated October 29, 2015

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**STATE OF OREGON:  
Acting By and Through the Oregon  
Department of Fish and Wildlife**

By: \_\_\_\_\_  
Shannon Hurn  
Deputy Director for Administration

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

Address:  
Attention – Procurement Section  
4034 Fairview Industrial Drive SE  
Salem, OR 97302

**RECIPIENT:  
Columbia County of Oregon**

By: \_\_\_\_\_  


Title: Chare

Date: 04/03/2024

Address:  
1054 OREGON STREET  
ST. HELENS, OREGON 97051

Federal Employer Identification #  
93-1002288

Template approved for Legal Sufficiency by  
Steven Marlowe,  
Oregon Department of Justice, via e-mail  
Dated October 29, 2015

## EXHIBIT A STATEMENT OF WORK

### [Apiary Road MP 8.4 ] / [P-01-0058]

#### Project Objective:

This design project at the Apiary Road MP 8.4 crossing will progress from 30% designs to 100% designs to remove the two, perched and undersized, side by side 8-ft diameter corrugated metal pipes (CMPs) and replace the pipes with a channel spanning bridge under the Stream Simulation Method.

#### Description of Tasks:

The Recipient Shall

- Work with engineer on designs, project permitting, and bid package
- Manage all aspects of the design project.
- Provide ODFW with 60%, 90% and 100% designs for review.
- Provide all design project related invoices/expenses to ODFW for review
- Submit partial payment requests along with relevant project invoices for reimbursement, and an explanation as to how the expenses are directly related to the fish passage design project.
- Provide a project update and percentage of project completion with reimbursement requests.
- Notify ODFW and request an amendment prior to significant changes to the project budget or design.
- Get fish passage approval from ODFW prior to implementation.

## EXHIBIT B - BUDGET

<b>ODFW USE ONLY</b>	Title: Apiary Road MP 8.4	Project #: P-01-0058
Project Type: P	Activity: Design	Amount: \$242,129.00
		Date received: 11/17/2023 1:23:13 PM

Applicant Section	PROJECT BUDGET					
This section describes work that will be completed by the Applicant and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
<b>PERSONNEL</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	Mike Russell, PW Director (25 hours at \$109.85) totals were rounded up in original application	Applicant	\$2,747.00	1.00	Each	\$2,747.00
	Grant DeJongh, Asst PW Director (86 hours at \$83.25) totals were rounded up in original application	Applicant	\$7,160.00	1.00	Each	\$7,160.00
	Scott Toerjes, Eng Tech (86 hours at \$54.90) totals were rounded up in original application	Applicant	\$4,722.00	1.00	Each	\$4,722.00
	<b>Sub-Total1:</b>					<b>\$14,629.00</b>
<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>EQUIPMENT</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>OTHER</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total3:</b>					<b>\$0.00</b>
<b>CONTRACTED SERVICES</b>						
	Description	Contracted By	Rate	Quantity	Units	Amount
	Final Design Engineering, Project Permitting & Bid Package (ODOT \$200,000)	Applicant	\$225,000.00	1.00	Each	\$225,000.00
	Outside agency specialist review (ODFW In-Kind \$1000.00)	Applicant	\$2,500.00	1.00	Each	\$2,500.00
	<b>Sub-Total4:</b>					<b>\$227,500.00</b>
	<b>Total Applicant Outlay (adds subtotals 1-4):</b>					<b>\$242,129.00</b>

ODFW Section	PROJECT BUDGET					
This section describes work that will be completed by ODFW and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
<b>PERSONNEL</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total1:</b>					<b>\$0.00</b>
<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>EQUIPMENT</b>						
	Description	Work By	Rate	Quantity	Units	Amount
	<b>Sub-Total2:</b>					<b>\$0.00</b>
<b>OTHER</b>						
	Description	Work By	Rate	Quantity	Units	Amount

Sub-Total3:	\$0.00
<b>CONTRACTED SERVICES</b>	
Description	Contracted By
Rate	Quantity
Units	Amount
Sub-Total4:	\$0.00
Total ODFW Outlay (adds subtotals 1-4):	\$0.00

**Budget Summary**

This section describes the amount of funding that is expected to be provided for this project by all parties. ODFW is responsible for the ODFW portion of project funding, and the applicant is responsible to provide all remaining funds. Any initial outlay by ODFW that exceeds the ODFW funding amount will be reimbursed to ODFW by the applicant. The project budget sections above describes who will provide the initial outlay of the estimated project cost.

**Applicant Funding Sources**

Source Type	Description	Is Funding Secured?	Amount
Applicant Inkind	ODFW	Yes	\$1,000.00
Applicant Inkind	Columbia SWCD	Yes	\$1,500.00
Applicant Cash	Columbia County	Yes	\$25,000.00
Applicant Inkind	Columbia County	Yes	\$14,629.00
Total Applicant Share:			\$42,129.00
Requested Amount from ODFW:			\$200,000.00

**ODFW USE ONLY ODFW Funds**

Funding Source	Cost Code	\$ P/S Amount	\$ S/S Amount	\$ Total Amount
ODOT	53300-801400-1	\$0.00	\$200,000.00	\$200,000.00
Total ODFW Funding:				\$200,000.00
Applicant Share:				\$42,129.00
ODFW Share(82.60):				\$200,000.00
Total Funding:				\$242,129.00
Total Project Budget:				\$242,129.00

EXHIBIT C - APPLICATION

<b>Fish Screening and Passage Program</b> Oregon Department of Fish and Wildlife		<b>Cost Share Application</b>	
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<b>ODFW USE ONLY</b>	Title: Apiary Road MP 8.4	Project #: P-01-0058
Project Type: P	Activity: Design	Amount: \$242,129.00
		Date received: 11/17/2023 1:23:13 PM

APPLICANT- Fill In	CONTACT INFORMATION	
APPLICANT, CO-APPLICANT, WATER USER, DIVERSION OWNER	Name: Russell, Mike	Work phone: 503-397-5090
	Title: Public Works Director	Home phone:
	Business Name: Public Works Department	Cell/Other:
	Mailing Address: 1054 Oregon Street	Fax: 503-397-7215
	City/State/Zip: Saint Helens, OR 97051	Email: publicworks@columbiacountyor.gov
PROJECT CONTACT DETAILS	Name: DeJongh, Grant	Work phone: 503-397-5090
	Title: Assistant Public Works Director	Home phone:
	Business Name: Public Works Department	Cell/Other: 971-842-9509
	Mailing Address: 1054 Oregon Street	Fax: 503-397-7215
	City/State/Zip: Saint Helens, OR 97051	Email: grant.dejongh@columbiacountyor.gov
LAND OWNER DETAILS	Name:	Work phone:
	Title:	Home phone:
	Business Name: Columbia County	Cell/Other:
	Mailing Address: 230 Stand Street	Fax:
	City/State/Zip: Saint Helens , OR 97051	Email: publicworks@columbiacountyor.gov

Applicant- Fill In	DIVERSION DETAILS	
Diversion Name:	Diversion Flow Relative to Stream Flow (%): 0.000	
<b>GPS Based Diversion Location</b>		
Latitude: 45.988335	Longitude: -123.039621	
<b>Digitally Derived Diversion Location</b>		
Latitude: 45.98834	Longitude: -123.03964	County: Columbia
Basin: North Coast	District: North Coast	Stream: Little Clatskanie River
Quarter:	House District: 31	Senate District: 16
HUC: 170800030503	Watershed Council Area: Lower Columbia Watershed Council	
LLID: 0	Tributary Of: Clatskanie River	
Notes:		
<b>Water Rights</b>		

Water right permit details not available.		
Water Use		
Water Use	Water Period	Description
Other	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	Year round fish passage

**Applicant- Fill In PROJECT INFORMATION**

**Summary:** The Apiary Road crossing of the Little Clatskanie River at MP 8.4 is identified by the by ODFW as a full barrier and is listed on ODFWs Fish Passage Priority List for replacement/removal. This crossing is comprised of two, side by side 8-ft diameter corrugated metal pipes (CMP) crushed on the inlet side and perched by at least several feet due to buoyant forces, known as hydrostatic uplift failure. The stream bed on the outfall side of the crossing has been scoured to bedrock, causing the outfall to be perched as well. The confluence of the Little Clatskanie River and the Clatskanie River is approximately 50-feet downstream of the crossing structure. Due to the constricting nature of the crossing excessive upstream aggradation and downstream erosion are a constant problem

**Purpose:** The proposed project will obtain 100% design engineering to remove the two, perched and undersized, side by side 8-ft diameter CMPs and replace the pipes with a channel spanning bridge under the Stream Simulation Method. The current 30% design engineering has established a design with no unnatural channel elements within the ordinary high-water line and the stream scour zone and will allow the Little Clatskanie River to function as a natural channel where more normative fluvial process occur in accordance with the Stream Simulation Design. Furthermore, there are no fish passage structures which will require regular operations and maintenance.

**Active channel width (ACW)** at the crossing is 19-feet, thus the current 30% design proposes a 28.5-foot-wide clear span bridge 1.5 times the ACW, which fits within the Stream Simulation method for NOAA's Fishery Guidelines for Salmonid Stream Crossings in WA, OR and ID-2022 and meets USFWS Design Guidelines for Ecological Function. The current 30% design has established a design that passes a 100-year peak flood with over 6-foot of freeboard between the bridge low chord and the 100-year design flood surface elevation. The proposed restoration design for this culvert to bridge project, which is 1.5 times the ACW and has over 6-foot of freeboard between the bridge low chord and the 100-year design flood surface elevation, will allow the Little Clatskanie River the ability to use more of its floodplain for future higher peak flows, and allow for fish passage, sediment transport, and increased flood and debris conveyance – effectively re-establishing natural stream processes and functions through the crossing and re-establishing access to high quality aquatic habitat.

**Estimated TimeLines:** Project proposes to use current 30% bridge design, which includes geotechnical analysis and report, to obtain fish passage funding for 100% Design & Engineering and obtain project permitting. When the 100% design engineering process reaches the 70% design iteration, project permitting will be initiated. It is anticipated that progressing to the 70% design iteration and initiating project permitting will take 6-9 months. The project sponsor will also use the 70% design iteration to gain implementation funding. Project implementation (groundbreaking) is anticipated to occur at the soonest in Q3 FY25. If funds to obtain 100% Design & Engineering, and Project Permitting, are granted the 100% Design & Engineering and Project Permitting deliverables would be completed by the Q4 FY24.

Requesting ODFW Engineering Assistance?: No	Stream Miles Made Accessible: 6.00
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**GPS Based Project Location**

Latitude: 45.988335	Longitude: -123.039621
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**Digitally Derived Project Location**

Latitude: 45.98834	Longitude: -123.03964	County: COLUMBIA
Basin: North Coast	District: North Willamette	Stream: Little Clatskanie River
Quarter:	House District: 31	Senate District: 16
HUC: 17080003	Watershed Council Area: Lower Columbia Watershed Council	
LLID: 1230400459886	Tributary Of: Clatskanie River	

Notes:

**ODFW Use Only SPECIES**

ODFW District: North Coast	ODFW District Biologist: Stertz, Kevin	Review Date: 11/21/2023 3:58:18 PM
FISH SPECIES	FISH RUN	FISH STATUS
Coastal Cutthroat	N/A	Sensitive
Coho	N/A	Endangered
Steelhead	Winter	Threatened

Western brook lamprey	N/A	Sensitive
Pacific lamprey	N/A	Sensitive

**Passage/Barrier Details**

Passage: Other	Passage Sub Type:
Barrier: Culvert	Barrier Sub Type: Culvert - Round

**Priority Points**

Stream Miles Made Accessible: 6.00	Stream Distance to Next Partial Barrier or End of Fish Use: 4.00
Upstream Complete Artificial Barriers: 0	Downstream Complete Artificial Barriers: 0
Number NMF Species/Runs: 4	Number NMF Listed: 2
Passage Level of Pre-Project Artificial Obstruction: Gray/Partial	Accessed Habitat Quality: Good
Trigger at Artificial Obstruction: No	Opened Access to Habitat: Previously not accessible to adults & juveniles

**Comments/Recommendations**

District Biologist	<p>The North Willamette Watershed District (Coast Unit) is highly supportive of this project, as replacement of this culvert is a top priority for the watershed. Several miles of quality habitat for multiple listed native migratory fish species would be made accessible by providing passage at this barrier.</p> <p>Reviewed By: Stertz, Kevin    Review Date: 11/21/2023</p>
Field Coordinator	<p>Reviewed By: Schuyler, Toby    Review Date: 11/17/2023</p>
Screen Shop Manager	<p>I am in support of this project that will replace perched, failing culverts that are passage barriers with a full spanning bridge to restore passage at this site.</p> <p>Reviewed By: Macnab, Bryce    Review Date: 11/22/2023</p>
State Coordinator	<p>This highly District supported project will provide designs for volitional fish passage for coho, lamprey, steelhead and cutthroat at a current full fish passage barrier. This is a high priority project that will provide designs for a project remove a fish passage barrier at the mouth of the Little Claskanine River.</p> <p>Reviewed By: Baki, Pete    Review Date: 11/27/2023</p>
Program Manager	<p>I approve this project moves forward into the design phase and using the ODOT CRPA Fund source, as previously approved by the selection committee (Apke 12-4-2023).</p> <p>Reviewed By: Apke, Greg    Reviewed on: 12/4/2023</p>

<b>ODFW USE ONLY</b>	<b>Title:</b> Apiary Road MP 8.4	<b>Project #:</b> P-01-0058
<b>Project Type:</b> P	<b>Activity:</b> Design	<b>Amount:</b> \$242,129.00
		<b>Date received:</b> 11/17/2023 1:23:13 PM

Applicant Section	<b>PROJECT BUDGET</b>					
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<b>Sub-Total1:</b>					<b>\$14,629.00</b>	
<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
Description	Work By	Rate	Quantity	Units	Amount	
<b>Sub-Total2:</b>					<b>\$0.00</b>	
<b>EQUIPMENT</b>						
Description	Work By	Rate	Quantity	Units	Amount	
<b>Sub-Total2:</b>					<b>\$0.00</b>	
<b>OTHER</b>						
Description	Work By	Rate	Quantity	Units	Amount	
<b>Sub-Total3:</b>					<b>\$0.00</b>	
<b>CONTRACTED SERVICES</b>						
Description	Contracted By	Rate	Quantity	Units	Amount	
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Outside agency specialist review (ODFW In-Kind \$1000.00)	Applicant	\$2,500.00	1.00	Each	\$2,500.00	
<b>Sub-Total4:</b>					<b>\$227,500.00</b>	
<b>Total Applicant Outlay (adds subtotals 1-4):</b>					<b>\$242,129.00</b>	

ODFW Section	<b>PROJECT BUDGET</b>					
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<b>PROJECT SUPPLIES &amp; MATERIALS</b>						
Description	Work By	Rate	Quantity	Units	Amount	
<b>Sub-Total2:</b>					<b>\$0.00</b>	
<b>EQUIPMENT</b>						
Description	Work By	Rate	Quantity	Units	Amount	
<b>Sub-Total2:</b>					<b>\$0.00</b>	
<b>OTHER</b>						
Description	Work By	Rate	Quantity	Units	Amount	
<b>Sub-Total3:</b>					<b>\$0.00</b>	
<b>CONTRACTED SERVICES</b>						
Description	Contracted By	Rate	Quantity	Units	Amount	

Sub-Total4:	\$0.00
Total ODFW Outlay (adds subtotals 1-4):	\$0.00

**Budget Summary**

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**Applicant Funding Sources**

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Applicant Inkind	Columbia SWCD	Yes	\$1,500.00
Applicant Cash	Columbia County	Yes	\$25,000.00
Applicant Inkind	Columbia County	Yes	\$14,629.00
Total Applicant Share:			\$42,129.00
Requested Amount from ODFW:			\$200,000.00

**ODFW USE ONLY ODFW Funds**

Funding Source	Cost Code	\$ P/S Amount	\$ S/S Amount	\$ Total Amount
ODOT	53300-801400-1	\$0.00	\$200,000.00	\$200,000.00
Total ODFW Funding:				\$200,000.00
Applicant Share:				\$42,129.00
ODFW Share(82.60):				\$200,000.00
Total Funding:				\$242,129.00
Total Project Budget:				\$242,129.00

**Project Attachments**

Click a link to view that particular file.

[Original Cost Estimate:](#)

[30 Percent Plans:](#)

[Geotechnical Report:](#)

[Funding Application:](#)

[Letter of support:](#)

[Culvert:](#)

[Culvert:](#)

[Culvert:](#)

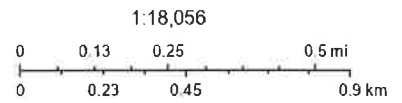
[Culvert:](#)

[Culvert:](#)

Passage Location Map:



October 17, 2023



Bureau of Land Management, State of Oregon GEO, State of Oregon, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, U.S. Forest Service

**ODFW Use Only PROJECT CERTIFICATION**

STEP	BY	SIGNATURE	DATE(MM/DD/YYYY)
<b>PRELIMINARY CERTIFICATION</b>			
Cost Share Application received by ODFW	Applicant	NA, Applicant Responsibility	11/17/2023
Preliminary Inspection of Site		Schuyler, Toby	11/17/2023
Preliminary Certification (Design Approval)	State Coordinator		
<b>FINAL CERTIFICATION</b>			
Final Project Inspection of Construction			
Project Meets Criteria:			
Comments:			
<b>NET CERTIFIED COST OF INSTALLATION</b>			
ODFW:	Applicant:	Total:	
Fish Screening and Passage Accountant			

**Applicant- Fill In SIGNATURES**

**AGREEMENT CONDITIONS**

If application is approved, the Recipient will be required to sign the Agreement containing the terms and conditions upon which funds will be released.  
 Any expenditure incurred prior to the Agreement start date will not be eligible for cost-share reimbursement.  
 Agreement monies shall be disbursed upon completion of the project and after costs have been submitted to ODFW. Partial payments may be allowed if provided for in the Agreement.  
 The Recipient shall maintain accounting records pertaining to this agreement according to generally accepted accounting principles and shall make all relevant records, documents and reports available to ODFW for the purpose of audit examination if requested by the Department.  
 ODFW shall have the right of ingress and egress to and from the project area, doing no unnecessary injury to the property of the landowner, for the purpose of designing, installing, inspecting, performing major maintenance on or repairing said projects, and/or determining the adequacy of construction and compliance with project plans and provision of the Agreement. [ORS 498.306]  
 Recipient is responsible for coordinating access for construction with the landowner if the Recipient is not the landowner.  
 To receive the State income tax credit in addition to the cost share agreement:

- The Recipient must submit fish screening and passage project plans and specifications to ODFW.
- The Recipient must also request and receive a preliminary certification from ODFW prior to construction.
- After construction is complete, ODFW will conduct an on-site inspection and verify the net certified cost of the installation.
- When construction is approved by ODFW, a final certificate will be issued [ORS 315.138]

Recipient Signature:	Date:
Recipient Name: Russell, Mike	My signature indicates acceptance of the Agreement Conditions listed above. Electronic signature is not acceptable.
Address: 1054 Oregon Street	Work Phone: 503-397-5090
City/State/Zip: Saint Helens OR 97051	Home Phone:

**MAINTENANCE REQUIREMENTS - To be Signed by the appropriate party responsible for project maintenance.**

**FISH SCREEN OR BY-PASS DEVICE:**  
 Less than 30 cfs:  
 Water User is responsible for minor maintenance of the device, which means periodic inspection, cleaning and servicing of the device at such times and in such manner as to ensure proper operation.  
 ODFW is responsible for major maintenance, which means all maintenance work done on a fish screening or by-pass device other than minor maintenance [ORS 498.306]. Major maintenance does not include full replacement of the screen and associated infrastructure, or any maintenance work incurred due to lack of minor maintenance.  
 30 cfs or greater:  
 Water User is responsible for all maintenance of the device.  
**FISH PASSAGE:**  
 The Owner/Operator is responsible for all fishway repair and maintenance to keep it free from obstruction to the passage of fish at all times [ORS 509.610].  
**Hydropower:**  
 Water User is responsible for all maintenance on hydropower projects.

Owner/Operator Signature:	Date:
Owner/Operator Name: Russell, Mike	My signature indicates acceptance of the Maintenance Requirements listed above. Electronic signature is not acceptable.
Address: 1054 Oregon Street	Work Phone: 503-397-5090
City/State/Zip: Saint Helens OR 97051	Home Phone:

**EXHIBIT D**

**Fish Screening and Passage Program**

Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive, SE  
Salem, OR 97302

**REQUEST FOR RELEASE OF FUNDS**

Name: Columbia County of Oregon Project No. P-01-0058  
Address: 1054 Oregon Street  
Saint Helens, Or 97051 FIN: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_

I am requesting:  Partial Payment  Final Payment

I request the release of funds in accordance with the terms of the Agreement covering this Fish Screening and Passage project. The requested payment is reimbursement for work related to this Cost Share Agreement only. Attached are copies of supporting documents for reimbursable costs incurred on this Project. I understand that the reimbursement amount will be calculated by the Department in accordance with the terms of the Agreement.

Total invoice amount submitted for consideration: \$ \_\_\_\_\_

Total reimbursement expected from ODFW for this request: \$ \_\_\_\_\_

Estimated Project Completion \_\_\_\_\_%

I declare that this is, to the best of my knowledge, true, correct, and complete.

\_\_\_\_\_  
Recipient Signature Date

\_\_\_\_\_  
Title

**FOR DEPARTMENT USE ONLY**

The Department Field Coordinator has reviewed and approved the attached supporting documents for processing by the Department's Fiscal Services section in accordance with the Agreement for this project.

Funding Source:  PCSRF  FRIMA  OTHER \_\_\_\_\_

Contribution Level (\$ amount or %): ODFW \_\_\_\_\_ Recipient \_\_\_\_\_

Project Completion %: \_\_\_\_\_

\_\_\_\_\_  
ODFW Field Coordinator Date

\$ \_\_\_\_\_  
Tax Credit Object code Certification Date

**Insurance Exhibit – Grant Template Language – Goods & Services**

**INSURANCE REQUIREMENTS:**

Grantee shall obtain at Grantee's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Contract. Coverage shall be primary and non-contributory

with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Grantee termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Grantee agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 4.

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

Required     Not required

**Directors, Officers and Organization** insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.

C37-2024-1



AMENDMENT No. 1  
TO  
AGREEMENT No. P-01-0058

Enter Project Title: Apiary Road MP 8.4

This is Amendment No. 1 (the "Amendment") to Agreement P-01-0058 (the "Agreement") between the State of Oregon acting by and through its Oregon Department of Fish and Wildlife "ODFW" and Columbia County Public Works Department "Recipient".

1. **RECITALS:** This Agreement is authorized by ORS.496-146 (11) and ORS 496.138, consistent with the policy in ORS 496.012.
2. **AMENDMENT:**
  - a) **Exhibit A, Statement of Work (SOW),** is hereby amended as follows: Time only extension, with a new completion date of 12/31/2025.

**EXHIBIT A**  
**STATEMENT OF WORK**  
**[Apiary Road MP 8.4] / [P-01-0058]**

**Project Objective:**

This design project at the Apiary Road MP 8.4 crossing will progress from 30% designs to 100% designs to remove the two, perched and undersized, side by side 8-ft diameter corrugated metal pipes (CMPs) and replace the pipes with a channel spanning bridge under the Stream Simulation Method.

**Scope and Description of Work:**

The Recipient Shall:

- Work with engineer on designs, project permitting, and bid package
- Manage all aspects of the design project.
- Provide ODFW with 60%, 90% and 100% designs for review.
- Provide all design project related invoices/expenses to ODFW for review
- Submit partial payment requests along with relevant project invoices for reimbursement, and an explanation as to how the expenses are directly related to the fish passage design project.
- Provide a project update and percentage of project completion with reimbursement requests.
- Notify ODFW and request an amendment prior to significant changes to the project budget or design.
- Get fish passage approval from ODFW prior to implementation.

**Timeline and Period of Performance:**

Project Start Date: Date of Last Signature

Project End Date: ~~12/31/2024~~ 12/31/2025

**Project Payment/Billing Schedule:**

Partial Payments

3. This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment shall constitute an original.
4. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Both Parties certify that the representations, warranties and certifications contained in the original Agreement 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.
5. CERTIFICATION: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent contractor as defined in ORS 670.600; (e) the supplied Contractor data is true and accurate; (f) Contractor has a written policy and practice that meets the requirements described in HB 3060 (2017) Oregon Laws, chapter 212, for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and the Contractor shall maintain the policy and practice in force during the entire term of this Contract.
6. THE PARTIES, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Amendment, understand it, and agree to be bound by its terms and conditions.

**STATE OF OREGON acting by and through its  
OREGON DEPARTMENT OF FISH AND WILDLIFE**

By:   
(signature of Printed Name below)

Ken Loffink

Printed Name

Chief Operating Officer

Title

1/24/25

Date

**RECIPIENT  
COLUMBIA COUNTY PUBLIC WORKS DEPARTMENT**

By:   
(signature of Printed Name below)

Mike Russell

Printed Name

Public Works Director

Title

1/24/2025

Date





AMENDMENT No. 2  
TO  
AGREEMENT No. P-01-0058

Enter Project Title: Apiary Road MP 8.4

This is Amendment No. 2 (the "Amendment") to Agreement P-01-0058 (the "Agreement") between the State of Oregon acting by and through its Oregon Department of Fish and Wildlife "ODFW" and Columbia County Public Works Department "Recipient".

1. **RECITALS:** This Agreement is authorized by ORS.496-146 (11) and ORS 496.138, consistent with the policy in ORS 496.012.
2. **AMENDMENT:**
  - a) **Exhibit A, Statement of Work (SOW)**, is hereby amended as follows: Time only extension, with a new completion date of **06/30/2026**.

**EXHIBIT A**  
**STATEMENT OF WORK**  
**[Apiary Road MP 8.4] / [P-01-0058]**

**Project Objective:**

This design project at the Apiary Road MP 8.4 crossing will progress from 30% designs to 100% designs to remove the two, perched and undersized, side by side 8-ft diameter corrugated metal pipes (CMPs) and replace the pipes with a channel spanning bridge under the Stream Simulation Method.

**Scope and Description of Work:**

The Recipient Shall:

- Work with engineer on designs, project permitting, and bid package
- Manage all aspects of the design project.
- Provide ODFW with 60%, 90% and 100% designs for review.
- Provide all design project related invoices/expenses to ODFW for review
- Submit partial payment requests along with relevant project invoices for reimbursement, and an explanation as to how the expenses are directly related to the fish passage design project.
- Provide a project update and percentage of project completion with reimbursement requests.
- Notify ODFW and request an amendment prior to significant changes to the project budget or design.
- Get fish passage approval from ODFW prior to implementation.

**Timeline and Period of Performance:**

Project Start Date: Date of Last Signature

Project End Date: **06/30/2026**

3. This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment shall constitute an original.
4. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Both Parties certify that the representations, warranties and certifications contained in the original Agreement 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.
5. CERTIFICATION: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent contractor as defined in ORS 670.600; (e) the supplied Contractor data is true and accurate; (f) Contractor has a written policy and practice that meets the requirements described in HB 3060 (2017) Oregon Laws, chapter 212, for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and the Contractor shall maintain the policy and practice in force during the entire term of this Contract.
6. THE PARTIES, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Amendment, understand it, and agree to be bound by its terms and conditions.

**STATE OF OREGON acting by and through its  
OREGON DEPARTMENT OF FISH AND WILDLIFE**

By:   
(signature of Printed Name below)

Ken Loffink  
Printed Name

Chief Operating Officer

Title

9/18/25  
Date

**RECIPIENT  
COLUMBIA COUNTY PUBLIC WORKS DEPARTMENT**

By:   
(signature of Printed Name below)

Michael Russell  
Printed Name

Public Works Director

Title

9/17/2025  
Date