BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 12, 2015
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, August 5, 2015 Board meeting;
- Minutes, August 5, 2015 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 8/10/15.

(B) Representation Letter to Pauly, Rogers and Co. for CC Rider - Business Energy Tax Credit Program.

(C) Purchase and Sale Agreement with Larry Boxman and Gayle Rich-Boxman for property located adjacent to 71840 Fishhawk Road, Birkenfeld, Oregon [Tax Map ID No. 6N5W05-00-0501] and authorize the Chair to sign.

(D) Order No. 39-2015, "In the Matter of Conveying Certain Real Property in Birkenfeld, Oregon, to Larry Boxman and Gayle Rich-Boxman [Tax Map Id No. 6N5W05-00-00501]".

(E) Quitclaim Deed to Larry Boxman and Gayle Rich-Boxman for property located adjacent to 71840 Fishhawk Road, Birkenfeld, Oregon [Tax Map Id No. 6N5W05-00-00501] and authorize the Chair to sign.

(F) Order No. 41-2015, "In the Matter of Exempting a Personal Services Contract for Construction Management Services from the Screening and Selection Procedures of the Personal Services Contracting Rule".

(G) Ratify Notice of Order to Vacate, Demand for Possession and Abandoned Property known as 32937 Pittsburg Road, St. Helens, Oregon, formerly known as Brandenefels' Holly Farm - Map ID #5N-2W-36-030-00300 and authorize the Chair to sign.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(H) Contract with Parametrix for Hermo Road Construction Quality Assurance.

(I) Agreement #30465 with ODOT, Public Transit Division for Administration, Operating and Maintenance.

(J) Intergovernmental Agreement with the Oregon Department of Energy for the County Review of an Energy Facility Siting Council Project and authorize Chair to sign.

(K) Public Road Event Permit and Indemnity Agreement with Foote Sports Productions Inc., for the Hood to Coast Relay, Portland to Coast Walk Relay and Portland to Coast High School Challenge Relay.

DISCUSSION ITEMS:

- Lonny Welter - Bridge to Breakers Public Road Event Permit

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

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

Columbia County
Oregon

Board of Commissioners

230 Strand Street, Rm 331, St. Helens, Oregon 97051-2096
✱Ph: 503-397-4322 ✱Fax 503-397-7243

Commissioner Henry Heimuller henry.heimuller@co.columbia.or.us
Commissioner Anthony Hyde tony.hyde@co.columbia.or.us
Commissioner Earl Fisher earl.fisher@co.columbia.or.us
Jan Greenhalgh, Board Office Administrator jan.greenhalgh@co.columbia.or.us

August 4, 2015

Pauly, Rogers and Co., P.C.
12700 SW 72nd Avenue
Tigard, OR 97223

In connection with your engagement to apply agreed-upon procedures to the evaluation of the final costs for the Business Energy Tax Credit Program as of August 4, 2015, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

1. We are responsible for the presentation of the evaluation of the final costs for the Business Energy Tax Credit Program in accordance with the Oregon Department of Energy.

2. As of August 4, 2015, the evaluation of the final costs for the Business Energy Tax Credit Program is presented in accordance with the Oregon Department of Energy.

3. We are responsible for selecting the criteria and for determining that such criteria are appropriate for our purposes.

4. We have disclosed to you all known matters contradicting the evaluation of the final costs for the Business Energy Tax Credit Program.

5. There have been no communications from regulatory agencies, internal auditors, and other independent practitioners or consultants relating to the evaluation of the final costs for the Business Energy Tax Credit Program, including communications received between the initiation of the project and August 4, 2015.

6. We have made available to you all information that we believe is relevant to the evaluation of the final costs for the Business Energy Tax Credit Program.

7. We have responded fully to all inquiries made to us by you during the engagement.

8. No events have occurred subsequent to August 4, 2015 that would require adjustment to or modification of the evaluation of the final costs for the Business Energy Tax Credit Program.

9. Your report is intended solely for the information and use of Columbia County and the Oregon Department of Energy and is not intended to be and should not be used by anyone other than those specified parties.

SIGNED: _____

TITLE: _____

PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. Tigard, OR 97223
(503) 620-2632 (503) 684-7523 FAX
www.paulyrogersandcocpas.com

August 4, 2015

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES

Columbia County
230 Strand St
St Helens, OR 97051

We have performed the procedures enumerated below, which were agreed to by Columbia County and the Oregon Department of Energy, solely to assist the users in evaluating the final costs for the Business Energy Tax Credit Program (BETC). The subject of this work includes expenses related to general public transportation to Columbia County residents. The work performed was concluded on August 4, 2015. This agreed-upon procedures engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures are as follows:

1. We have read and reviewed the Preliminary Certificate issued by the Oregon Department of Energy.
2. We have documented that the total actual project costs were $1,153,805. We selected a sample of 75% of project costs and reviewed documentation for those costs.
3. We have reviewed and documented the total project costs proposed for the tax credit.
4. We have reviewed and documented the total amount of the payments made for the entire project and the amount of financial incentives received.
5. We have reviewed and documented the date the project was completed.

Our findings are as follows:

FINDINGS: We have compared cost documentation provided with the allowed eligible costs in the Preliminary Certification. The costs associated with the project are shown on the next page:

WWTP Process Improvements Project Costs

Total Actual Project Costs	$ 1,153,805
Total Costs Defined by Preliminary Certification	$ 1,153,805
Total Financial Incentives Received	$ -
Project Costs to Owner	$ -
Total Eligible Project Costs*	$ 1,153,805

The date the project was operational and all contractors were paid in full was June 30, 2012.

We were not engaged to, and did not perform an examination, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of Columbia County and the Oregon Department of Energy, and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

MATTHEW GRAVES, CPA
PAULY, ROGERS AND CO., P.C.

PURCHASE AND SALE AGREEMENT

Dated: _____ , 2015

BETWEEN **COLUMBIA COUNTY**, a political subdivision of the State of Oregon ("Seller")

AND **Larry Boxman and Gayle Rich-Boxman** ("Buyer")

RECITALS

WHEREAS, on January 20, 2012, *nunc pro tunc* October 6, 2011, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Adams, Richard L., & Donna E., Case No. 11-2503*; and

WHEREAS, on October 8, 2013, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Birkenfeld, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 6N5W05-00-00501, is located adjacent to 71840 Fishhawk Road, Birkenfeld, Oregon, and is legally described as shown in the attached Exhibit A (hereinafter, the "Property"); and

WHEREAS, on March 2, 2015, Larry Boxman and Gayle Rich-Boxman, adjoining property owners, submitted an offer to the County in the amount of $3,000.00 to purchase the Property; and

WHEREAS, pursuant to ORS 275.225, the County may sell the Property by private sale because the real market value of the property is less than $15,000, and the property is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell the Property to Buyer on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated. Buyer agrees to buy and Seller agrees to sell, on the following terms, the Property.

1. Purchase Price. The total purchase price shall be $3000.00. Payment shall be made by cash, money order or cashier's check, which shall be delivered to the Board of County Commissioners, 230 Strand, Room 301, St. Helens, Oregon 97051.

2. Earnest Money. There shall be no earnest money.

3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the following occurring not later than the Closing Date as defined in Section 8, below, unless otherwise specified or waived by Buyer.

Seller shall convey the Property to Buyer pursuant to a Quitclaim Deed at closing, substantially in the form which is attached hereto as Exhibit B. Seller expressly excepts from this conveyance and reserves unto Seller, and to Seller's heirs and assigns, all minerals (including, but not by way of limitation, oil, gas, sulfur, coal, lignite and uranium) in, under and that may be produced from the Property to be conveyed.

These conditions are solely for Buyer's benefit and may be deemed satisfied or waived only by Buyer in Buyer's sole discretion. If Buyer has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date as defined in Section 8, below, unless otherwise specified or waived by Seller:

A. Buyer shall deliver to Seller by cash, money order, or cashier's check the amount of the purchase price plus recording in the amount of $66.00.

B. Buyer shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.

C. Buyer agrees to release, defend, indemnify and hold harmless the County, its officers, agents and employees, successors and assigns from all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney's fees, that the County, its officers, agents and employees, successors and assigns may sustain or incur on account of: (1) any damage to or destruction of any property that the County may own or in which it may have an interest; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; (3) injury to or death of any person or persons as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts of Buyer, their heirs, successors, assigns and/or invited guests arising in any manner out of Buyer's use or possession of the Property, and (4) environmental liability arising from the Property. This condition shall survive closing and shall not be merged with the deed.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 3 or 4 above are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, and the rights and obligations of the

Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all persons and personal property from the Property.

6. Default; Remedies. Nothing in this Agreement is intended to require Seller to Close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed.

7. Closing of Sale. The sale shall be closed as soon as possible but no later than August 15, 2015, (the "Closing Date"). The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Seller shall convey title to the Property to Buyer by Quitclaim Deed, subject to the Seller's reservation of mineral rights in and to the Property.

8. Closing Costs; Prorates. Buyer shall pay recording costs and any other closing costs.

9. Possession. Buyer shall be entitled to exclusive possession of the Property as of the Closing Date.

10. Condition of Property. Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of his own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller. Buyer acknowledges and agrees that the Property contains accumulated solid waste, and that the County has not inspected or tested the solid waste or performed other environmental testing. The County makes no representations about the cost to remove solid waste, if any, or any environmental liability. Buyer acknowledges and agrees that Buyer is solely responsible for costs and liabilities associated with the Property. This paragraph shall survive closing and shall not merge with the deed.

11. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or though mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

The notice addresses are as follows:

FOR SELLER:	FOR BUYER:
Board of County Commissioners	Larry Boxman
c/o Natural Resource Administrator	9837 Beach Drive
230 Strand, Room 318	Birkenfeld, OR 97016
St. Helens, OR 97051	

B. Assignment. Neither party may assign this Agreement.

C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive closing and shall not merge with the deed.

D. Statutory Disclaimers.

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A

LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IF THE PROPERTY IS SUBJECT TO ORS 358.505, THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

E. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A - Legal Description; Exhibit B – Quitclaim Deed.

G. Buyer's Representations and Warranties. Buyer's representations and warranties shall survive closing and shall not merge with the deed.

i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

ii. All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.

iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

I. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

J. 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.

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K. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyer and accrued and unpaid obligations relating to the property and for which Buyer will be responsible, shall be the responsibility of Buyer. Real property taxes assessed after closing on account of prior special assessment of the property (e.g. as farm or forest property) shall be paid by Buyer. Buyer shall not be responsible for paying Seller for heating oil (if any) in the tank at date of possession.

FOR BUYER:

Larry Boxman

_____
[Signature] (*Date*)

FOR BUYER

Gayle Rich-Boxman

_____
[Signature] *(Date)*

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Dated this ____ day of _____, 2015.

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

The Southwest quarter of the Northwest quarter of Section 5, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon

EXCEPTING THEREFROM that portion thereof described in Deed to Crown Zellerbach Corporation recorded July 16, 1969 in Book 173, Page 969, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THERFROM that portion thereof described in Deed to Robert E. Oliver and Josephine M. Oliver recorded November 25, 1991 as Fee No. 91-7255, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion thereof described in Deed to Dawn M. Naeve recorded April 2, 1999 as Fee No. 99-04907, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion thereof described in Contract to Charles L. Hawes and Peggy L. Hawes recorded November 4, 1988 as Fee No. 88-5722, Deed records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion thereof described in Deed to John R. Loucks and Norma E. Loucks recorded May 31, 1988 as Fee No. 88-2386, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying North of the South right of line of Fishhawk County Road No. 4.

AND ALSO EXCEPTING THEREFROM that portion more particularly described as follows:
All of that portion of the above described property lying South of Fishhawk Creek and East of the West line of that tract described in Deed recorded April 2, 1999 as Fee No. 99-04907 and North and East of the interior South and interior East lines of that tract described in Deed recorded May 31, 1988 as Fee No. 88-2386, all in Deed Records of Columbia County, Oregon.

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Larry Boxman
9837 Beach Drive
Birkenfeld, Oregon 97016

Until a change is requested, all tax statements shall be sent to Grantee at the address so indicated, above

EXHIBIT B

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **Larry Boxman and Gayle Rich-Boxman, husband and wife**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 6N5W05-00-00501; Tax Account No. 25203, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $3,000.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County,

Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 39- 2015 adopted on the ____ day of _____, 2015, and filed in Commissioners Journal at Book ___, Page ___.

> BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2015, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 25203
Tax Map ID No. 6N5W05-00-00501

The Southwest quarter of the Northwest quarter of Section 5, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon

EXCEPTING THEREFROM that portion thereof described in Deed to Crown Zellerbach Corporation recorded July 16, 1969 in Book 173, Page 969, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THERFROM that portion thereof described in Deed to Robert E. Oliver and Josephine M. Oliver recorded November 25, 1991 as Fee No. 91-7255, Deed Records of Columbia County, Oregon.

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ALSO EXCEPTING THEREFROM that portion lying North of the South right of line of Fishhawk County Road No. 4.

AND ALSO EXCEPTING THEREFROM that portion more particularly described as follows:
All of that portion of the above described property lying South of Fishhawk Creek and East of the West line of that tract described in Deed recorded April 2, 1999 as Fee No. 99-04907 and North and East of the interior South and interior East lines of that tract described in Deed recorded May 31, 1988 as Fee No. 88-2386, all in Deed Records of Columbia County, Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property	)	
In Birkenfeld, Oregon, to Larry Boxman and Gayle	)	**ORDER NO. 39- 2015**
Rich-Boxman [Tax Map ID No. 6N5W05-00-00501]	)	

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 25203 and Tax Map ID No. 6N5W05-00-00501 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County* v. *Adams, Richard L. & Donna E., et al.,* Case No. 11-2503; and

WHEREAS, the Property is more particularly described in Exhibit "1" which is attached hereto, and is incorporated herein by this reference; and

WHEREAS, the Property is deemed surplus to the County's needs and the highest and best use is to an adjoining property owner; and

WHEREAS, on March 2, 2015, Larry Boxman and Gayle Rich-Boxman, adjoining property owners, submitted an offer to the County to purchase the Property in the amount of $3000.00, tendering that amount to purchase the Property and the sum of $66.00 for recording fees; and

WHEREAS, pursuant to ORS 275.225, the County may sell county land by private sale if the real market value of the property is less than $15,000, and the property is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, the assessed value of the Property is $13,500, and the Property is not suited for the construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, on July 22, 2015, the County published notice of the private sale of the Property in a newspaper of general circulation in the County; and

WHEREAS, the notice contained a description of the land and the real market value of the land; and

WHEREAS, at least 15 days have passed since publication of the notice; and

WHEREAS, pursuant to ORS 275.225, the Property may now be sold by private sale without further notice;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.225, the Board of County Commissioners authorizes the sale of

the above-described Property to Larry Boxman & Gayle Rich-Boxman for $3000.00.

2. The Board of County Commissioners shall enter into a Purchase and Sale Agreement with Larry Boxman and Gayle Rich-Boxman in substantially the form which is attached hereto as Exhibit "2", and is incorporated herein by this reference.

3. The Board of County Commissioners shall execute the Quitclaim Deed in substantially the form which is attached to the Purchase and Sale Agreement as Exhibit B, and by this reference incorporated herein, to convey the Property to Larry Boxman & Gayle Rich-Boxman for the sum of $3,000.00, plus recording fees, receipt of which is hereby acknowledged.

4. A fully executed Quitclaim Deed shall be recorded in the County Clerk deed records for the sum of $66.00.

DATED this ____ day of August, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Exhibit "1"

The Southwest quarter of the Northwest quarter of Section 5, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon
EXCEPTING THEREFROM that portion thereof described in Deed to Crown Zellerbach Corporation recorded July 16, 1969 in Book 173, Page 969, Deed Records of Columbia County, Oregon.
ALSO EXCEPTING THERFROM that portion thereof described in Deed to Robert E. Oliver and Josephine M. Oliver recorded November 25, 1991 as Fee No. 91-7255, Deed Records of Columbia County, Oregon.
ALSO EXCEPTING THEREFROM that portion thereof described in Deed to Dawn M. Naeve recorded April 2, 1999 as Fee No. 99-04907, Deed Records of Columbia County, Oregon.
ALSO EXCEPTING THEREFROM that portion thereof described in Contract to Charles L. Hawes and Peggy L. Hawes recorded November 4, 1988 as Fee No. 88-5722, Deed records of Columbia County, Oregon.
ALSO EXCEPTING THEREFROM that portion thereof described in Deed to John R. Loucks and Norma E. Loucks recorded May 31, 1988 as Fee No. 88-2386, Deed Records of Columbia County, Oregon.
ALSO EXCEPTING THEREFROM that portion lying North of the South right of line of Fishhawk County Road No. 4.
AND ALSO EXCEPTING THEREFROM that portion more particularly described as follows:
All of that portion of the above described property lying South of Fishhawk Creek and East of the West line of that tract described in Deed recorded April 2, 1999 as Fee No. 99-04907 and North and East of the interior South and interior East lines of that tract described in Deed recorded May 31, 1988 as Fee No. 88-2386, all in Deed Records of Columbia County, Oregon.

Exhibit "2"

PURCHASE AND SALE AGREEMENT

Dated: _____ , 2015

BETWEEN **COLUMBIA COUNTY**, a political subdivision of the State of Oregon ("Seller")

AND **Larry Boxman and Gayle Rich-Boxman** ("Buyer")

RECITALS

WHEREAS, on January 20, 2012, *nunc pro tunc* October 6, 2011, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Adams, Richard L., & Donna E., Case No. 11-2503*; and

WHEREAS, on October 8, 2013, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Birkenfeld, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 6N5W05-00-00501, is located adjacent to 71840 Fishhawk Road, Birkenfeld, Oregon, and is legally described as shown in the attached Exhibit A (hereinafter, the "Property"); and

WHEREAS, on March 2, 2015, Larry Boxman and Gayle Rich-Boxman, adjoining property owners, submitted an offer to the County in the amount of $3,000.00 to purchase the Property; and

WHEREAS, pursuant to ORS 275.225, the County may sell the Property by private sale because the real market value of the property is less than $15,000, and the property is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell the Property to Buyer on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated. Buyer agrees to buy and Seller agrees to sell, on the following terms, the Property.

1. Purchase Price. The total purchase price shall be $3000.00. Payment shall be made by cash, money order or cashier's check, which shall be delivered to the Board of County Commissioners, 230 Strand, Room 301, St. Helens, Oregon 97051.

2. Earnest Money. There shall be no earnest money.

3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the following occurring not later than the Closing Date as defined in Section 8, below, unless otherwise specified or waived by Buyer.

Seller shall convey the Property to Buyer pursuant to a Quitclaim Deed at closing, substantially in the form which is attached hereto as Exhibit B. Seller expressly excepts from this conveyance and reserves unto Seller, and to Seller's heirs and assigns, all minerals (including, but not by way of limitation, oil, gas, sulfur, coal, lignite and uranium) in, under and that may be produced from the Property to be conveyed.

These conditions are solely for Buyer's benefit and may be deemed satisfied or waived only by Buyer in Buyer's sole discretion. If Buyer has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date as defined in Section 8, below, unless otherwise specified or waived by Seller:

A. Buyer shall deliver to Seller by cash, money order, or cashier's check the amount of the purchase price plus recording in the amount of $66.00.

B. Buyer shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.

C. Buyer agrees to release, defend, indemnify and hold harmless the County, its officers, agents and employees, successors and assigns from all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney's fees, that the County, its officers, agents and employees, successors and assigns may sustain or incur on account of: (1) any damage to or destruction of any property that the County may own or in which it may have an interest; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; (3) injury to or death of any person or persons as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts of Buyer, their heirs, successors, assigns and/or invited guests arising in any manner out of Buyer's use or possession of the Property, and (4) environmental liability arising from the Property. This condition shall survive closing and shall not be merged with the deed.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 3 or 4 above are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all persons and personal property from the Property.

6. Default; Remedies. Nothing in this Agreement is intended to require Seller to Close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed.

7. Closing of Sale. The sale shall be closed as soon as possible but no later than August 15, 2015, (the "Closing Date"). The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Seller shall convey title to the Property to Buyer by Quitclaim Deed, subject to the Seller's reservation of mineral rights in and to the Property.

8. Closing Costs; Prorates. Buyer shall pay recording costs and any other closing costs.

9. Possession. Buyer shall be entitled to exclusive possession of the Property as of the Closing Date.

10. Condition of Property. Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of his own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller. Buyer acknowledges and agrees that the Property contains accumulated solid waste, and that the County has not inspected or tested the solid waste or performed other environmental testing. The County makes no representations about the cost to remove solid waste, if any, or any environmental liability. Buyer acknowledges and agrees that Buyer is solely responsible for costs and liabilities associated with the Property. This paragraph shall survive closing and shall not merge with the deed.

11. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or though mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

The notice addresses are as follows:

FOR SELLER:	FOR BUYER:
Board of County Commissioners	Larry Boxman
c/o Natural Resource Administrator	9837 Beach Drive

230 Strand, Room 318 Birkenfeld, OR 97016
St. Helens, OR 97051

B. Assignment. Neither party may assign this Agreement.

C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive closing and shall not merge with the deed.

D. Statutory Disclaimers.

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND

REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IF THE PROPERTY IS SUBJECT TO ORS 358.505, THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

E. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A - Legal Description; Exhibit B – Quitclaim Deed.

G. Buyer's Representations and Warranties. Buyer's representations and warranties shall survive closing and shall not merge with the deed.

i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

ii. All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any

partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.

iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

I. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

J. 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.

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K. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyer and accrued and unpaid obligations relating to the property and for which Buyer will be responsible, shall be the responsibility of Buyer. Real property taxes assessed after closing on account of prior special assessment of the property (e.g. as farm or forest property) shall be paid by Buyer. Buyer shall not be responsible for paying Seller for heating oil (if any) in the tank at date of possession.

FOR BUYER:

Larry Boxman

_____
[Signature] (*Date*)

FOR BUYER

Gayle Rich-Boxman

_____
[Signature] *(Date)*

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Dated this ___ day *of* _____, 2015.

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

The Southwest quarter of the Northwest quarter of Section 5, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon

EXCEPTING THEREFROM that portion thereof described in Deed to Crown Zellerbach Corporation recorded July 16, 1969 in Book 173, Page 969, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THERFROM that portion thereof described in Deed to Robert E. Oliver and Josephine M. Oliver recorded November 25, 1991 as Fee No. 91-7255, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion thereof described in Deed to Dawn M. Naeve recorded April 2, 1999 as Fee No. 99-04907, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion thereof described in Contract to Charles L. Hawes and Peggy L. Hawes recorded November 4, 1988 as Fee No. 88-5722, Deed records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion thereof described in Deed to John R. Loucks and Norma E. Loucks recorded May 31, 1988 as Fee No. 88-2386, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying North of the South right of line of Fishhawk County Road No. 4.

AND ALSO EXCEPTING THEREFROM that portion more particularly described as follows:
All of that portion of the above described property lying South of Fishhawk Creek and East of the West line of that tract described in Deed recorded April 2, 1999 as Fee No. 99-04907 and North and East of the interior South and interior East lines of that tract described in Deed recorded May 31, 1988 as Fee No. 88-2386, all in Deed Records of Columbia County, Oregon.

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Larry Boxman
9837 Beach Drive
Birkenfeld, Oregon 97016

Until a change is requested, all tax statements shall be sent to Grantee at the address so indicated, above

EXHIBIT B

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **Larry Boxman and Gayle Rich-Boxman, husband and wife**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 6N5W05-00-00501; Tax Account No. 25203, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $3,000.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County,

Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 39- 2015 adopted on the ____ day of _____, 2015, and filed in Commissioners Journal at Book ___, Page ___.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of , 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the___ day of _____, 2015, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 25203
Tax Map ID No. 6N5W05-00-00501

The Southwest quarter of the Northwest quarter of Section 5, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon

EXCEPTING THEREFROM that portion thereof described in Deed to Crown Zellerbach Corporation recorded July 16, 1969 in Book 173, Page 969, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THERFROM that portion thereof described in Deed to Robert E. Oliver and Josephine M. Oliver recorded November 25, 1991 as Fee No. 91-7255, Deed Records of Columbia County, Oregon.

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ALSO EXCEPTING THEREFROM that portion thereof described in Contract to Charles L. Hawes and Peggy L. Hawes recorded November 4, 1988 as Fee No. 88-5722, Deed records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion thereof described in Deed to John R. Loucks and Norma E. Loucks recorded May 31, 1988 as Fee No. 88-2386, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying North of the South right of line of Fishhawk County Road No. 4.

AND ALSO EXCEPTING THEREFROM that portion more particularly described as follows:
All of that portion of the above described property lying South of Fishhawk Creek and East of the West line of that tract described in Deed recorded April 2, 1999 as Fee No. 99-04907 and North and East of the interior South and interior East lines of that tract described in Deed recorded May 31, 1988 as Fee No. 88-2386, all in Deed Records of Columbia County, Oregon.

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Larry Boxman
9837 Beach Drive
Birkenfeld, Oregon 97016

Until a change is requested, all tax statements shall be sent to Grantee at the address so indicated, above

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **Larry Boxman and Gayle Rich-Boxman, husband and wife**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 6N5W05-00-00501; Tax Account No. 25203, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $3,000.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County,

Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 39- 2015 adopted on the ____ day of _____, 2015, and filed in Commissioners Journal at Book ___, Page ___.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2015, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 25203
Tax Map ID No. 6N5W05-00-00501

The Southwest quarter of the Northwest quarter of Section 5, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon

EXCEPTING THEREFROM that portion thereof described in Deed to Crown Zellerbach Corporation recorded July 16, 1969 in Book 173, Page 969, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THERFROM that portion thereof described in Deed to Robert E. Oliver and Josephine M. Oliver recorded November 25, 1991 as Fee No. 91-7255, Deed Records of Columbia County, Oregon.

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ALSO EXCEPTING THEREFROM that portion thereof described in Deed to John R. Loucks and Norma E. Loucks recorded May 31, 1988 as Fee No. 88-2386, Deed Records of Columbia County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying North of the South right of line of Fishhawk County Road No. 4.

AND ALSO EXCEPTING THEREFROM that portion more particularly described as follows:
All of that portion of the above described property lying South of Fishhawk Creek and East of the West line of that tract described in Deed recorded April 2, 1999 as Fee No. 99-04907 and North and East of the interior South and interior East lines of that tract described in Deed recorded May 31, 1988 as Fee No. 88-2386, all in Deed Records of Columbia County, Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Exempting a Personal Services Contract for Construction Management Services from the Screening and Selection Procedures of the Personal Services Contracting Rule	))))	**ORDER NO. 41-2015**

WHEREAS, Section 10 of the Columbia County Personal Services Contracting Rule, adopted by Order No. 38-2006, authorizes the County to exempt certain personal services contracts from the screening and selection procedures of the Personal Services Contracting Rule with the following findings:

(a) It is unlikely that such exemption will encourage favoritism in the awarding of personal services contracts or substantially diminish competition for these contracts; and

(b) the awarding of personal services contracts pursuant to the exemption will result in substantial cost savings to the County. In making such findings the Board may consider the type, cost, amount of the contract, number of persons available to bid and such other factors as the Department may deem appropriate; and

WHEREAS, the Personal Services Contracting Rules exempt single-source personal services contracts from the screening and selection procedures of the Personal Services Contracting rule where only a single personal services contractor is known to the County to be qualified to do the particular job or perform the particular services required, or only the single personal services contractor has reasonable access to factual, technical or statistical information necessary to perform the services required; and

WHEREAS, the Columbia County Public Works Department has issued a permit to Columbia Pacific Bio Refinery for the construction of Hermo Road, which is a multi-phased, complicated project involving wetland mitigation, evolving engineering design, and environmental permits from the U.S. Army Corps of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality; and

WHEREAS, due to the complexity of constructing Hermo Road, which is now in its second phase, and the time line for construction to comply with environmental permits, the County requires a highly qualified construction management and engineering design services to monitor and inspect construction as well as review, approve and revise engineering designs under tight time constraints; and

WHEREAS, Parametrix, Inc., is an engineering and construction management firm that prepared engineered designs and managed the construction of the first phase of the construction Hermo Road. Parametrix also prepared the original plans and specifications for phase 2 of Hermo Road, which was not constructed due to lack of funding; and

WHEREAS, the permittee has also hired Parametrix to refine and update the plans and specifications for phase 2 in order to allow the permittee to obtain firm bids for construction; and

WHEREAS, because of Parametrix's role in the design and construction, its in-depth understanding of the site conditions, construction designs, and environmental permits puts it in the

best position to understand the full scope of the project, perform construction monitoring and inspections, and promptly address any necessary changes in engineering designs during construction; and

WHEREAS, other engineering firms are unlikely to assume the professional liability for the engineering and design of the project without conducting their own review, which would be duplicative and costly to the County; and

WHEREAS, because of its involvement in the project, Parametrix has also developed a relationship with the permittee, the construction contractor, water association, utility companies, area residents and the County with respect to the project; and

WHEREAS, Parametrix is therefore the only firm known to the County with reasonable access to the factual, technical and historical information necessary to perform the services required; and

WHEREAS, for the foregoing reasons it is unlikely that the exemption of a personal services contract with Parametrix will encourage favoritism in the awarding of personal services contracts or substantially diminish competition for these types of contracts; and

WHEREAS, hiring a new contractor for the project would add unnecessary costs because the County would have to pay for the new contractor to develop the detailed knowledge necessary to manage this complex project and would incur costs for substantial project delays caused by the contractor's lack of familiarity; and

WHEREAS, if the County were to conduct a time consuming procurement, the County would have difficulty meeting the permittee's construction schedule; and

WHEREAS, for the foregoing reasons the awarding of a personal services contract to Parametrix pursuant to the exemption will result in substantial cost savings to the County;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. The above recitals are adopted as findings in support of this decision; and

2. The contract with Parametrix, Inc., to perform construction design and management services for Hermo Road phase 2 is hereby exempted from the screening and selection procedures of the Personal Services Contracting Rule.

DATED this ____ day of August, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Approved as to form

By: _____
Anthony Hyde, Commissioner

By: _____
Office of County Counsel

By: _____
Earl Fisher, Commissioner

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 PARAMETRIX INC., hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.

2. Completion Date. The completion date for this Agreement shall be no later than December 31, 2016. The County at its sole discretion may extend this Agreement for one (1) year by providing written notice to Contractor.

3. Contractor's Services. Contractor agrees to provide construction quality assurance services, as described in the Contractor's Proposal, which is attached hereto as Exhibit A and incorporated herein by this reference, in accordance with the permit for the construction of Hermo Road Phase 2, which is attached hereto as Exhibit B and incorporated herein by this reference. In case of conflict between this Agreement and its exhibits, this Agreement shall control, followed by Contractor's Proposal and the construction permit in that order.

4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed $894,407.00, 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 16 of this Agreement.

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

Dave Hill, Director	Brian Bierwagen, P.E.
Columbia County Road Dept	Parametrix, Inc.
1054 Oregon Street	700 NE Multnomah, Suite 1160
St. Helens, OR 97051	Portland, OR 97232
503-397-2353	503-233-2400

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, 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 the County, its officers, agents or employees.

15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than $2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall also maintain errors and omissions insurance of not less than $1,500,000. Contractor shall provide County a certificate or certificates of insurance in the amounts described above, with the exception of professional liability insurance, which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

16. 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.

17. 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.

18. Ownership of Documents. 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.

19. 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.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

21. 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.

22. Attorneys 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 attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

23. 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.

24. 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.

25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBIT "A") 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.

DATED this _____ day of _____, 2015.

CONTRACTOR

Name:_____

By:_____

Title:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Henry Heimuller, Chair

By:_____
Anthony Hyde, Commissioner

By:_____
Earl Fisher, Commissioner

Approved as to form

By:_____
Office of County Counsel

Exhibit A
SCOPE OF WORK

Columbia County Road Department
Hermo Road Improvement Project – Construction Quality Assurance

PARTIES

For the purposes of this scope of work, the parties are as follows:

- "Consultant" refers to Parametrix;
- "County" refers to Columbia County;
- "CPBR" refers to the construction permit holder Columbia Pacific Bio Refinery; and
- "Contractor" refers to the contractor hired by CPBR to perform construction services under the permit.

PROJECT DESCRIPTION

The Hermo Road Improvement Project (Project) involves the reconstruction of Hermo Road from Quincy-Mayger Road to the Port Westward industrial site. Work includes the construction of a new section and reconstruction of existing sections of Hermo Road. The project will also involve the reconstruction of the Hermo Road and Quincy-Mayger Road intersection, as well as the construction of a 6-inch and 2-inch waterline along Hermo Road. The project length is approximately 3.2 miles from Quincy-Mayger Road to the Port industrial site. The Project is also known as Hermo Road Phase 2. Consultant's scope of work involves construction management and administration and quality assurance of the Project during construction. Consultant's scope of work encompasses the construction phase of the project and includes an estimate for construction management and administration and quality assurance for the following work:

- Phase 2a: Construction of Hermo Road to top of aggregate base. Work includes all grading, drainage, roadway aggregate section from Quincy Mayger Road to the CPBR entrance. Work is assumed to be 6 months from July through December 2015.
- Phase 2b: Construction of Hermo Road asphalt surface, striping, cleanup, and project closeout. Work included in this estimate assumes a 6-month duration in 2016. Beginning of construction will be determined. Work will be approved by Columbia County (County) and paid for on a time and materials basis.

The following work is included in the Scope of Work (SOW) for the Hermo Road Improvement Project:

Hermo Road Construction

Consultant shall provide construction quality assurance for the construction of the Project. The construction work is assumed to begin July 2015 and to be completed by the end of December 2015.

Project Duration/Milestone Schedule

The estimated duration for the construction Tasks 1–11 is estimated at 6 months (July 2015 through December 2015). Work occurring in 2016 is included in Contingency Tasks C7–C20. Anticipated completed milestone dates are estimated to include the following:

Notice to Proceed	July 2015 (estimated)
Construction of Roadway to Top of Aggregate Base	December 2015
Settlement Period	December–July 2016
Final Asphalt Paving	August 2016
Project Closeout	September 2016

Task 1 – Project Management and Coordination

Goal

Under this task the necessary overview and guidance for the Project is established. Consultant shall provide quality assurance inspection and testing for the construction of Hermo Road. Consultant shall guide and direct these services and Consultant's team in conformance with contract requirements and the Project's goals and objectives.

Approach

The primary objective of this task is to provide necessary project information to the team through periodic team meetings, phone, and email.

Project management and coordination with Consultant shall include, as appropriate:

- Weekly construction coordination meetings with the County, CPBR, and Contractor will be held at the project site in Clatskanie, Oregon. Attendees will include the Consultant's construction manager/inspector, and design project manager, where the surveyor, geotechnical engineer, and environmental compliance manager, will attend as needed.
- Schedule and facilitate a preconstruction meeting at the offices of the County to be attended by the Consultant's project manager, design engineer, construction manager/inspector, environmental representative, and surveyor. Include County, CPBR, Contractor, utility companies and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, construction surveying, and other items relevant to the construction of the Project.
- Prepare monthly progress reports, and other correspondence, as appropriate. The monthly report, addressing progress of the work shall include, as appropriate:
    - A summary of progress completed since last monthly report.
    - A narrative to define delay, if any, problems, and needs for responsive action.

- Coordinate preparation of project documentation, including the following:
  - All necessary project correspondence, letters, memos, meeting minutes, etc., for support to the project work. Maintain a central file for all written materials.
  - Prepare and submit monthly progress billings to County.
  - Approve and process all subcontract billings.
  - Submit subconsultant monthly progress billings to County.

Assumptions

- Project duration is assumed to be July through December 2015, approximately 25 weeks. One preconstruction meeting to be held at the offices of the County.
- Weekly coordination meetings with the County, CPBR, and Contractor. All meetings will be held at the project office in Clatskanie for the duration of the project. Assume 20 coordination meetings.

Deliverables

- Monthly progress reports, coordination meeting minutes, preconstruction meeting agenda and minutes, project documentation, and monthly progress billings

CONSTRUCTION ENGINEERING

Task 5 – Preconstruction Services

Goal

Prepare systems and procedures and coordinate construction activities required to prepare for construction.

Approach

Consultant shall assist County in establishing communication procedures during construction. In addition, Consultant shall provide systems and procedures for construction observation and testing, submittals, permits, pay requests and payments.

Assumptions

- Consultant shall utilize forms approved by the County as appropriate to record items listed above.

Deliverables

- Procedures for communication, inspection and testing, submittals, permits, pay requests and payouts.

Task 6 – Submittal Review

Goal

Review submittals from Contractor for adherence to project plans and specifications.

Approach

Consultant shall review submittals for alternative materials, shop drawings, Requests for Additional Information (RFI), and change order requests. Consultant shall provide information as requested and make recommendations to County for final approval of changes to Plans and Specifications. Consultant shall prepare all change order forms for approval by the County and CPBR. All official documentation and communication from Contractor to County will go through Consultant as primary point of contact.

- Provide office engineering technician support services including, but not limited to, the following:
  - Assist in the review of the Contractor's shop drawings, schedules, and other submissions.
  - Initiate routine contract correspondence.
  - Prepare drafts of and provide support documentation for changes to the plans and specifications.
  - Review as-built drawings provided by the Contractor to verify that as-built conditions have been marked on the plans.
  - Perform other office services in the absence of the County.
  - Review mix design, materials, and make recommendations to County.
  - Review erosion control plan, traffic control plan, and all other documents required to be submitted by the Contractor, for approval by the County.

Assumptions

- County shall approve requests for changes to plans and specs.

Deliverables

- RFIs, Addenda, and Change Orders.

Task 7 – Construction Environmental Compliance Monitoring and Inspection

Goal

Consultant shall provide environmental on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, July 2015 plans and specifications, and environmental permits. Consultant shall coordinate and conduct on-site environmental monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site environmental monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the Contractor's schedule and evaluation of the work performed in conformance with the plans, specifications, and environmental permits. Consultant shall monitor the Contractor's quality control process for compliance with the plans and specifications.

Approach

Consultant shall monitor and enforce the following for environmental compliance with plans, specifications, and environmental permit requirements:

- Permit compliance during construction.
- Erosion control installation and maintenance.
- Turbidity monitoring (if required).

Consultant shall monitor the Contractor to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the plans, specifications, and environmental permits). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the Contractor:

- Erosion Control Monitoring Reports
- Turbidity Monitoring Reports

Consultant shall perform compliance and mitigation monitoring related to environmental conservation measures agreed upon with state and federal regulatory agencies through permit conditions. This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document compliance with the environmental permits, including effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall conduct site environmental inspections to assist Contractor, County, and CPBR in maintaining compliance with issued regulatory permits and the special provisions.

Consultant shall provide documentation of the construction process relative to this environmental compliance. Consultant shall review the Contractor submittals for compliance with the plans, specifications, and permits:

- Contractor Quality Control Plan
- Work Area Isolation Plan
- Temporary Water Management Plan (TWMP)
- Work Containment Plan and System (WCP/WCS)
- Erosion and Sediment Control Plan (ESCP)
- Pollution Control Plan (PCP)
- Weed Control Work Plan (WCWP)

Consultant shall coordinate and schedule monitoring visits coincident with activities that have significant environmental components.

Consultant shall evaluate on-site conditions and construction techniques during environmental inspection site visits to assess compliance with Project permits, the PCP, the ESCP, proposed site rehabilitation measures, and general environmental conservation measures. Consultant shall identify deficiencies and potential permit compliance issues and provide guidance to County and Contractor to aid in avoiding potential regulatory agency involvement or violations.

Based on the Project's significant site rehabilitation measures (to offset Project impacts), Consultant shall provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits.

In the event that deficiencies are noted, Consultant's environmental specialist shall immediately bring the deficiency to the attention of the Contractor, County, and CPBR and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall conduct up to 10 environmental inspection site visits and prepare brief construction environmental inspection reports or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

Deliverables

- Reviewed Contractor-submitted Erosion Control Monitoring Reports for compliance no later than 2 weeks after each inspection site visit.
- Reviewed Contractor-submitted Erosion Control Monitoring Reports no later than 2 weeks after each inspection site visit.
- Reviewed Contractor-submitted Turbidity Monitoring Reports no later than 2 weeks after each inspection site visit.
- Completed Consultant construction monitoring memorandums – If compliance issues are noted, document the deficiencies, recommendations, and corrective action taken to correct deficiencies. Submit one copy to Contractor and County within 5 business days after the monitoring site visit.
- General Daily Progress Reports/Project Diary – Complete daily when performing on-site visits.
- Project Photography/Photo Logs – Submit with reports (when applicable) and final Project documentation.

Task 8 – Quality Assurance (QA) of Construction Contractor's Survey Work

Goal

Work includes QA of Contractor's survey for Hermo Road Construction. Consultant's licensed Land surveyor shall provide land surveying services and deliverables that conform to all state statutes pertaining to survey and land boundary laws.

Consultant's survey personnel shall perform all surveying tasks in accordance with the Project-approved plans and specifications. Consultant shall provide qualified personnel to assure that the Project is constructed to the lines and grades as shown, specified, or established.

Approach

Consultant shall:

- Coordinate with County, CPBR, and Contractor as needed to require compliance with and verify that the construction survey work completed by the Contractor for the Project is in conformance with the approved plans, specifications and applicable laws.
- Attend and participate in a pre-survey meeting with the County, CPBR, and Contractor and others as may be appropriate. Consultant shall coordinate with County, CPBR, and Contractor to determine participants, and to schedule the pre-survey meeting at an agreed-upon time no later than 2 weeks prior to beginning construction.
- Perform QA review of Contractor's survey data such as contractor notes and staking notes. Provide memo indicating dates and times grade calculation checks were performed and the results of the calculation checks along with copy of notification to Contractor on items not in compliance from calculation checks and when/what corrections were made.

- Perform QA review of Contractor's field survey work including field stakes. Provide memo indicating dates and times the survey field checks of Contractor's survey work were performed and the results of the field checks along with copy of notification to Contractor on items not in compliance with approved construction plans and when/what corrections were made. (Assume up to 20 one-day visits during Contractor staking and grading, July 2015 through December 2015.)
- Perform QA review of Contractor's field survey work including checking constructed grades at various levels. Provide memo indicating dates and times the survey field checks of Contractor's survey work were performed and the results of the field checks along with copy of notification to Contractor on items not in compliance with approved construction plans and when/what corrections were made. (Assume up to 15 one-day visits during Contractor staking and grading, July 2015 through December 2015.)
- Calculate the baseline alignment from final construction plans. This alignment will be imported into the data collector to allow station and offset data to be set out anywhere along the alignment to check the Contractor's stakes.
- For those features requiring layout from CAD files we will "pick off" coordinates from the CADD drawing file.
- A "surface" will be imported to the data collector and used to check the as-constructed surface. The existing surface shots will be processed and depicted in a comparison report.
- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the plans and specifications) for use by the Contractor's surveyor.
- Prepare horizontal and vertical alignment printouts and construction grade data including annotated cross sections (from the plans and specifications) for use by the Contractor's surveyor.

Assumptions

- Stake-Checking Assumptions: 24 weeks of construction (assume 20 one-day site visits).
- Grade-Checking Assumptions: 20 weeks of construction (assume 15 one-day site visits).

Deliverables

- Pre-survey meeting agenda.
- Pre-survey meeting minutes – one copy to each meeting attendee within 1 week after the meeting.
- Map and digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points – Submit original to Contractor at the preconstruction or pre-survey meeting.
- Horizontal and vertical alignment printouts, construction grade data – Submit original to Contractor at the preconstruction or pre-survey meeting.
- Consultant shall provide a comparison report for grade checking showing acceptable or unacceptable positions. Submit report via email to Contractor with copy to County within 5 business days of receipt of survey data from Contractor.
- Consultant shall provide a cut sheet for survey and field stake checking showing plan calculated data compared to Contractor's actual field data. Submit via email to Contractor with copy to County within 5 business days of request.

Task 9 – Construction Activity Monitoring

Goal

Consultant shall provide site observation and documentation of construction activities to assure Project conformance to the plans and specifications. Consultant shall provide inspection concurrently with the Contractor's operation. Consultant shall coordinate closely with Contractor to ensure on-site inspections are coordinated with the construction schedule. Consultant shall prepare general daily progress reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo log of critical construction activities. The photo log must be kept up to date throughout construction and available for review by County.

Approach

The Consultant shall perform the following duties at the construction project:

- Reporting to and interacting with the County regarding the status of the work, problems, disputes, etc.
- Monitoring and interacting with the County on the day-to-day activities of the construction work. These interactions may include:
  - Performing quality assurance activities including testing and inspection to assure and document compliance with the plans and specifications.
  - Verifying contractor testing.
  - Acceptance or nonacceptance of work.
  - Authorizing work that is in apparent compliance with the plans, specifications and environmental permits.
  - Answering technical questions of the construction Contractor clarifying, but not changing, the plans and specification requirements.
  - Suspending work which is not being performed in compliance with the plans, specifications, or environmental permits or which is causing damage and/or liability to the County.
  - Making qualitative or quantitative judgments that are required by the plans, specifications and environmental permits at the site of work.
  - Notifying the Contractor of safety deficiencies and of deficiency that is life threatening, suspending work until deficiency is corrected.
- Providing current detailed documentation of the Project. This documentation shall include the following components:
  - Inspector's Daily Diary.
  - Daily narratives of all Contractor activities.
  - Results of measurements check, computations, and other activities supporting plan requirements.
  - Test results, measurements, and other documentation verifying the adequacy of the contractor's quality control system(s) and compliance with the terms of the contract.

  - Labeled photographs of the different construction operations providing a pictorial record of the project's construction stages.
  - Survey notes and records of other measurements that are the County's responsibility and are necessary to check, adjust, or locate the various features of the Project as they are constructed.
- The original of each of the above-listed documents shall be provided to the County and become County property.
- Monitoring the adequacy of Contractor material inspection and testing systems by inspection or by performing standard material tests (soils, aggregates, concrete, and asphalt mix).
- Providing detailed written documentation if disputes with the Contractor arise or if events indicate the possibility of a contract modification. This documentation shall include specific recommendations for the resolution of the problem.
- Monitor traffic control and prepare Temporary Protection and Direction of Traffic (TP&DT) Reports.

Assumptions

- For the purposes of estimating the budget for field construction services, the period of construction management and inspection services is assumed to begin July 2015 and end December 2015 (25 weeks).
- Budget was estimated using the following assumptions:
  - Construction Manager/Inspector assigned to the Hermo Road project 50 hours per week for the period of July and September, 2015 (12 weeks).
  - Construction Manager/Inspector assigned to the Hermo Road project 40 hours per week for the period of September and October, 2015 (5 weeks).
  - Construction Manager/Inspector assigned to the Hermo Road project 30 hours per week for the period of November and December, 2015 (8 weeks).
- If the Contractor is unable to complete the work by December 2015, additional work beginning January 1, 2016, will be approved by the County and paid for under contingency Task C9.
- Review and monitor the Contractor's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with plans, specifications and environmental permit requirements.
- Take appropriate action if Contractor's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- The working hours of the construction inspectors shall be scheduled by the Consultant to ensure proper inspection and management of the Project. Work hours shall conform to the project specifications.
- All construction inspectors must clearly and appropriately communicate with all parties including the Consultant, Contractor employees, County, CPBR, the traveling public, and so on.
- Consultant shall furnish vehicles for its inspectors.

- Consultant shall furnish for the use of each inspector all equipment such as hard hats, orange safety vests, steel-toe shoes, goggles, dust masks, personal calculators, clipboards, and so on, plus any additional equipment as required by applicable federal and state law.
- Contractor will provide office trailer and equipment for use by the Consultant as defined in the Project plans and specifications.
- Consultant shall verify, as necessary, that the work site is left in a safe condition.

Deliverables

- General Daily Progress Reports – Complete each day Consultant is on-site. Make available for review at Consultant's field office or home office. Originals submitted to County with final Project documentation submittal.
- Current digital photo log of construction activities – Make available for review at Consultant's field office or home office as needed. Submit photo logs with the final Project documentation.
- Source Documents – Field notes, field inspection reports, installation sheets, material certifications, and other supporting documentation. Complete as work is performed. Make available for review as needed and submit with final Project documentation.
- Reviewed Contractor-submitted Temporary Protection and Direction of Traffic (TP&DT) Reports no later than 2 weeks after each inspection site visit.

Task 11 – Geotechnical Construction Monitoring and Inspection

Goal

Consultant shall provide geotechnical on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, plans, specifications, and environmental permit documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the Contractor's schedule and plans, specifications, and environmental permit documents. Consultant shall monitor the Contractor's quality control process for compliance with the plans, specifications, and environmental permit requirements.

Approach

Consultant shall provide the following geotechnical support to monitor and enforce compliance to plans, specifications, and environmental permit requirements:

- Attend on-site project meetings to coordinate with the construction manager, contractor operations, and/or review contractor work product. No construction documentation will be prepared by the geotechnical engineer, other than a site visit report which documents discussions and observations from the visit if requested by the construction manager.
- Provide on-site field construction oversight and materials and compaction testing as requested by the construction manager. This may require daily inspection during the project startup, then periodic check-ins as needed, depending on the Contractor's progress.
- Respond to field inquiries through RFIs.

- Review submittals and work plans for various construction activities within 10 working days upon receipt from the Contractor.
- Give additional claims analysis support on differing site conditions. Provide additional engineering that would be required during construction.
- Provide a monthly status report attached to each project invoice as basis for payment.

Assumptions

- For the purposes of estimating the budget for geotechnical field construction services, assume up to 24 one-day visits within a 6-month construction duration.
- Task 11 includes work ending December 2015.

Deliverables

- Review Contractor-submitted material certifications for compliance.
- Completed Consultant construction monitoring memorandums – If compliance issues are noted, document the deficiencies, recommendations, and corrective action taken to correct deficiencies. Submit one copy to Contractor and County within 5 business days after the monitoring site visit.
- Project Photography/Photo Logs – Submit with reports (when applicable) and final Project documentation.

Task 12 – Project Closeout

Goal

Consultant shall complete interim and final on-site inspections and submit all Final Project Documentation required for final payment and Project acceptance.

Consultant shall schedule a review of the Project at a time close to completion of on-site work. Consultant shall schedule and lead a Project Final Inspection with Contractor and County within 15 days after receiving notice from the County that all punch-list items, final trimming and cleanup according to 2015 Oregon Standard Specifications Section 00140.90 have been completed. If additional construction items are identified, Consultant shall prepare a punch-list of items to be corrected by the Contractor. Once the punch-list items have been corrected, Consultant shall meet at Project site with County for a follow-up to the Final Inspection. Once Contractor has satisfactorily completed all work in accordance to the plans, specifications and fulfilled its obligations concerning Project documentation, Consultant shall prepare and send the Recommendation of Project Acceptance to the County.

Deliverables

- Recommendation of Project Acceptance – Submit original to County upon completion of final inspection.
- All final Project quality documentation – Original documents must be submitted to County.

ADDITIONAL WORK

The following contingency tasks include work to be performed in 2016. This estimate is based on the contractor's satisfactory completion of the ditch relocation, roadway widening, and aggregate pavement section in preparation for paving by December 2015. If the contractor does not complete this work as included in their project schedule. Remaining work and budget will be reevaluated. Work in 2016 includes:

- Construction of Hermo Road asphalt surface, striping, and cleanup.
- Work included in this estimate assumes up to a 6-month duration in 2016.
- Beginning of 6-month duration will coincide with the contractors start of construction or as directed by the County.
- Additional work in 2016 will be approved by Columbia County (County) and paid for on a time and materials basis.

Project Duration/Milestone Schedule

The estimated duration for the contingency Tasks C1–C20 is estimated up to 6 months in 2016. Estimated completion milestone dates include the following:

Notice to Proceed	April 2016 (or as directed by County)
Settlement Period (estimated)	December–July 2016
Final Asphalt Paving	August 2016
Project Closeout	September 2016

Task C1 – Project Management and Coordination (Contingency)

Goal

Under this task the necessary overview and guidance for the Project is established. Consultant shall provide quality assurance inspection and testing for the construction of Hermo Road. Consultant shall guide and direct these services and Consultant's team in conformance with contract requirements and the Project's goals and objectives.

Approach

The primary objective of this task is to provide necessary project information to the team through periodic team meetings, phone, and email.

Project management and coordination with Consultant shall include, as appropriate:

- Weekly construction coordination meetings with the County, CPBR, and Contractor will be held at the project site in Clatskanie, Oregon. Attendees will include the Consultant's construction manager/inspector, and design project manager, where the surveyor, geotechnical engineer, and environmental compliance manager will attend as needed.

- Schedule and facilitate a preconstruction meeting at the offices of the County to be attended by the Consultant's project manager, design engineer, construction manager/inspector, environmental representative, and surveyor. Include County, CPBR, Contractor, utility companies and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, construction surveying, and other items relevant to the construction of the Project.
- Prepare monthly progress reports, and other correspondence, as appropriate. The monthly report, addressing progress of the work shall include, as appropriate:
  - A summary of progress completed since last monthly report.
  - A narrative to define delay, if any, problems, and needs for responsive action.
- Coordinate preparation of project documentation, including the following:
- All necessary project correspondence, letters, memos, meeting minutes, etc., for support to the project work. Maintain a central file for all written materials.
- Prepare and submit monthly progress billings to County.
- Approve and process all subcontract billings.
- Submit subconsultant monthly progress billings to County.

Assumptions

- Project duration is assumed to be 6 months in 2016, approximately 25 weeks.
- Weekly coordination meetings with the County, CPBR, and Contractor. All meetings will be held at the project office in Clatskanie for the duration of the project. Assume 20 coordination meetings.

Deliverables

- Monthly progress reports, coordination meeting minutes, preconstruction meeting agenda and minutes, project documentation, and monthly progress billings.

Task C7 – Construction Environmental Compliance and Inspection (Contingency)

Goal

Consultant shall provide additional on-site monitoring and inspection as listed in Task 7. This contingency task covers up to a 6 month project duration in 2016.

Assumptions

- For the purposes of estimating the budget for additional on-site monitoring and inspection, includes up to 5 one-day environmental inspection site visits.

Task C8 – Quality Assurance (QA) of Construction Contractor's Survey Work (Contingency)

Goal

Consultant shall provide additional QA of Contractor's survey as listed in Task 8. This contingency task covers up to a 6 month project duration in 2016

Assumptions

- For the purposes of estimating the budget for additional grade and/or stake-checking, an additional 20 one-day site visits are assumed.

Task C9 – Construction Activity Monitoring (Contingency)

Goal

Consultant shall provide additional site observation and documentation of construction activities as listed in Task 9. This contingency task covers up to a 6 month project duration in 2016.

Assumptions

- For the purposes of estimating the budget for field construction services includes:
  - Construction Manager/Inspector assigned to the Hermo Road project 40 hours per week for up to a 6-month period in 2016 (assume 25 weeks).

Task C11 – Geotechnical Construction Monitoring and Inspection (Contingency)

Goal

Consultant shall provide additional Geotechnical Construction Monitoring and Inspection as listed in Task 11. This contingency task covers up to a 6 month project duration in 2016.

Assumptions

- For the purposes of estimating the budget for additional grade and/or stake-checking, an additional 12 one-day site visits are assumed.

ADDITIONAL SERVICES – NOT IN THIS SCOPE OF WORK

If additional services are required, the Consultant will provide a scope of work and estimated budget for approval by the County. Consultant will provide additional services requested by the County, provided written authorization is provided by the County prior to Consultant commencing work. These services could include:

- Reinitiation of ESA consultation.
- Revisions for permits.
- On-site archaeologist during soil disturbance and grading.

EXHIBIT A

HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING
BUDGET SUMMARY

Phase	Task	Description	TOTAL	PARAMETRIX	Dave Mills	PSI
01		**CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)**	**$515,563**	**$405,953**	**$76,110**	**$33,500**
	01	Project Management & Coordination	$50,758	$50,758	$0	$0
		Project Management & Coordination	$50,758	$50,758	$0	$0
	05	Preconstruction Services	$7,782	$7,782	$0	$0
		Preconstruction Services	$7,782	$7,782	$0	$0
	06	Submittal Review	$8,196	$8,196	$0	$0
		Submittal Review	$8,196	$8,196	$0	$0
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$26,769	$26,769	$0	$0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$26,769	$26,769	$0	$0
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	$115,209	$39,099	$76,110	$0
		Pre-Survey Meeting	$5,262	$3,202	$2,060	$0
		Perform QA of Contractors Survey and Staking Notes	$15,460	$11,505	$3,955	$0
		Perform QA of Contractors Field Survey and Field Stakes (up to 20 visits)	$12,070	$6,965	$5,105	$0
		Perform QA of Contractors constructed grades (up to 15 visits)	$48,233	$11,043	$37,190	$0
		Provide Survey Data to Contractors Surveyor	$34,184	$6,384	$27,800	$0
		Prepare Alignment Staking Data	$0	$0	$0	$0
	09	Construction Activity Monitoring	$238,795	$238,795	$0	$0
		Construction Activity Monitoring	$238,795	$238,795	$0	$0
	10	Wetland Mitigation Construction Monitoring & Inspection	$0	$0	$0	$0
		Wetland Mitigation Construction Monitoring & Inspection	$0	$0	$0	$0
	11	Geotechnical Construction Monitoring & Inspection	$45,541	$12,041	$0	$33,500
		Geotechnical Construction Monitoring & Inspection	$15,656	$12,041	$0	$3,615
		On-Site Project Meetings	$3,615	$0	$0	$3,615
		On-Site Construction Oversight	$16,930	$0	$0	$16,930
		Respones to Field Inquires	$3,010	$0	$0	$3,010
		Review Submittals	$3,990	$0	$0	$3,990
		Claims Analysis	$2,340	$0	$0	$2,340
	12	Project Closeout	$22,514	$22,514	$0	$0
		Project Closeout	$22,514	$22,514	$0	$0
01		**CONSTRUCTION ENGINEERING (Contingency Tasks C1-C11)**	**$378,844**	**$323,919**	**$32,265**	**$22,660**
	C1	Project Management & Coordination	$51,378	$51,378	$0	$0
		Project Management & Coordination	$51,378	$51,378	$0	$0
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection (Contingency)	$17,065	$17,065	$0	$0
		Additional On-site monitoring and inspection	$17,065	$17,065	$0	$0
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work (Contingency)	$45,510	$13,245	$32,265	$0
		Quality Assurance (QA) of Construction Contractor's Survey Work	$45,510	$13,245	$32,265	$0
	C9	Construction Activity Monitoring (Contingency)	$232,183	$232,183	$0	$0
		Additional Construction monitoring and inspection	$232,183	$232,183	$0	$0
	C11	Geotechnical Construction Monitoring & Inspection (Contingency)	$32,708	$10,048	$0	$22,660
		Project Management & Coordination	$13,033	$10,048	$0	$2,985
		On-Site Project Meetings	$3,615	$0	$0	$3,615
		On-Site Construction Oversight	$8,220	$0	$0	$8,220
		Responses to Field Inquires	$3,010	$0	$0	$3,010
		Review Submittals	$3,070	$0	$0	$3,070
		Claims Analysis	$1,760	$0	$0	$1,760
PHASE 01 & 02 TOTALS			**$894,407**	**$729,872**	**$108,375**	**$56,160**

NON-CONTINGENCY TOTALS	**$515,563**	**$405,953**	**$76,110**	**$33,500**
CONTINGENCY TOTALS	**$378,844**	**$323,919**	**$32,265**	**$22,660**

EXHIBIT A

HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING

PARAMETRIX

Phase	Task	Description	Total	Expenses	Sub Markup	Labor Dollars	Labor Hours	Bierwagen	Meyer	Phillips	Bullock	Reynolds			Ricks	Starr	Mellinger	Granberg	Powell	Murphy	Baxter
							Staff:	Bierwagen	Meyer	Phillips	Bullock	Reynolds			Ricks	Starr	Mellinger	Granberg	Powell	Murphy	Baxter
							Classifications:	Sr Consultant	Sr Scientist/ Biologist	Engineer IV	Scientist/ Biologist IV	Scientist/ Biologist III	Construction Mgr III	Jr Construction Inspector	CADD Svcs Manager	CADD Operator II	Pub Supv / Tech Editor	Graphic Designer	Sr Pub Specilalist	Project Coordinator	Sr Project Accountant
					0%		**Burdened Rates:**	$217.82	$179.01	$146.51	$115.15	$106.24	$140.63	$105.00	$131.56	$84.50	$100.75	$89.38	$76.83	$84.40	$97.53
01		**CONSTRUCTION ENGINEERING (Tasks 1 - 12)**	**$405,953**	**$26,235**	**$0**	**$379,718**	**2,660**	**328**	**0**	**362**	**40**	**20**	**1,318**	**332**	**50**	**12**	**16**	**0**	**16**	**104**	**22**
	01	Project Management & Coordination	$50,758	$3,450	$0	$47,308	278	162	0	30	0	0	0	0	0	0	8	0	0	60	18
		Project Management & Coordination	$50,758	$3,450	$0	$47,308	278	162		30							8			60	18
	05	Preconstruction Services	$7,782	$100	$0	$7,682	52	8	0	12	0	0	24	0	0	0	8	0	0	0	0
		Preconstruction Services	$7,782	$100	$0	$7,682	52	8		12			24				8				
	06	Submittal Review	$8,196	$50	$0	$8,146	58	10	0	20	0	0	12	0	0	0	0	0	0	16	0
		Submittal Review	$8,196	$50	$0	$8,146	58	10		20			12							16	
	07	Construction, Environmental Compliance & Inspection	$26,769	$863	$0	$25,907	202	8	0	16	40	20	30	0	0	12	0	0	16	20	0
		Construction, Environmental Compliance & Inspection	$26,769	$863	$0	$25,907	202	8		16	40	20	30			12			16	20	
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	$39,099	$2,760	$0	$36,339	244	28	0	54	0	0	112	0	50	0	0	0	0	0	0
		Pre-Survey Meeting	$3,202	$173	$0	$3,030	18	6		6			6								
		Prepare Alignment Staking Data, cut sheet templates, surfaces. And PM	$11,505	$0	$0	$11,505	82	4		20			8		50						
		Perform QA of Contractors Survey and Staking Notes DM site visits (5)	$6,965	$431	$0	$6,534	42	6		28			8								
		Perform QA of Contractors Field Survey and Field Stakes (up to 20 one-day visits)	$11,043	$863	$0	$10,180	68	8					60								
		Perform QA of Contractors constructed grades (up to 15 one-day visits)	$6,384	$1,294	$0	$5,090	34	4					30								
	09	Construction Activity Monitoring	$238,795	$18,913	$0	$219,882	1,592	80	0	160	0	0	1,040	312	0	0	0	0	0	0	0
		Construction Activity Monitoring	$238,795	$18,913	$0	$219,882	1,592	80		160			1,040	312							
	11	Geotechnical Construction Monitoring & Inspection	$12,041	$0	$0	$12,041	76	16	0	20	0	0	40	0	0	0	0	0	0	0	0
		Geotechnical Construction Monitoring & Inspection	$12,041	$0	$0	$12,041	76	16		20			40								
		Preconstruction Meeting	$0	$0	$0	$0	0														
		On-Site Project Meetings	$0	$0	$0	$0	0														
		On-Site Construction Oversight	$0	$0	$0	$0	0														
		Respones to Field Inquires	$0	$0	$0	$0	0														
		Review Submittals	$0	$0	$0	$0	0														
		Claims Analysis	$0	$0	$0	$0	0														
	12	Project Closeout	$22,514	$100	$0	$22,414	158	16	0	50	0	0	60	20	0	0	0	0	0	8	4
		Project Closeout	$22,514	$100	$0	$22,414	158	16		50			60	20						8	4
01		**CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)**	**$323,919**	**$21,069**	**$0**	**$302,851**	**2,125**	**284**	**0**	**188**	**12**	**8**	**1,098**	**312**	**24**	**12**	**8**	**8**	**0**	**104**	**27**
	C1	Project Management & Coordination	$51,378	$0	$0	$68,013	317	162	0	40	0	0	0	0	0	0	8	8	0	72	27
		Project Management & Coordination	$51,378	$0	$0	$51,378	317	162		40							8	8		72	27
	C7	Construction Environmental Compliance & Inspection	$17,065	$431	$0	$16,634	116	8	0	16	12	8	12	0	0	12	0	0	0	8	0
		Construction, Environmental Compliance & Inspection	$17,065	$431	$0	$16,634	116	8		16	12	8	12			12				8	
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work	$13,245	$1,725	$0	$11,520	88	8	0	16	0	0	16	0	24	0	0	0	0	24	0
		Quality Assurance (QA) of Construction Contractor's Survey Work	$13,245	$1,725	$0	$11,520	88	8		16			16		24					24	
		Construction monitoring and inspection	$232,183	$18,913	$0	$213,270	1,542	90		100			1,040	312							
	C11	Geotechnical Construction Monitoring & Inspection	$10,048	$0	$0	$10,048	62	16	0	16	0	0	30	0	0	0	0	0	0	0	0
		Project Management & Coordination	$10,048	$0	$0	$10,048	62	16		16			30								
		On-Site Project Meetings	$0	$0	$0	$0	0														
		On-Site Construction Oversight	$0	$0	$0	$0	0														
		Responses to Field Inquires	$0	$0	$0	$0	0														
		Review Submittals	$0	$0	$0	$0	0														
		Claims Analysis	$0	$0	$0	$0	0														
PARAMETRIX TOTALS			**$729,872**	**$47,304**	**$0**	**$682,569**	**4,785**	**$133,306**	**$0**	**$80,581**	**$5,988**	**$2,975**	**$339,762**	**$67,620**	**$9,735**	**$2,028**	**$2,418**	**$715**	**$1,229**	**$17,555**	**$4,779**

EXHIBIT A

HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING

Parametrix Expense Detail

Phase	Task	Description	Expense Detail	Amount
01		**CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)**		**$26,235**
	01	Project Management & Coordination		$3,450
		Project Management & Coordination	40 trips @ 150 miles @ 0.575	$3,450
	05	Preconstruction Services		$100
		Preconstruction Services		$100
	06	Submittal Review		$50
		Submittal Review		$50
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspection		$863
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	10 trips @ 150 miles @ 0.575	$863
	08	Quality Assurance (QA) of Construction Contractor's Survey Work		$2,760
		Pre-Survey & Pre Construction Meetings	2 trips @ 150 miles @ 0.575	$173
		Prepare Alignment Staking Data, cut sheet templates, surfaces. And PM		
		Perform QA of Contractors Survey and Staking Notes DM site visits (5)	5 trips @ 150 miles @ 0.575	$431
		Perform QA of Contractors Field Survey and Field Stakes (1 per week for up to 20 visits)	10 trips @ 150 miles @ 0.575	$863
		Perform QA of Contractors constructed grades (up to 15 visits)	15 trips @ 150 miles @ 0.575	$1,294
	09	Construction Activity Monitoring		$18,913
		Construction Activity Monitoring	25 wks* 4 days/week* @ $146/day	$14,600
			50 trips @ 150 miles x 0.575	$4,313
	10	Wetland Mitigation Construction Monitoring & Inspection		$0
		Wetland Mitigation Construction Monitoring & Inspection		
	11	Geotechnical Construction Monitoring & Inspection		$0
		Geotechnical Construction Monitoring & Inspection		
		Preconstruction Meeting		
		On-Site Project Meetings		
		On-Site Construction Oversight		
		Respones to Field Inquires		
		Review Submittals		
		Claims Analysis		
	12	Project Closeout		$100
		Project Closeout		$100
01		**CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)**		**$21,069**
	C1	Project Management & Coordination		$0
		Project Management & Coordination		
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection		$431
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	5 trips @ 150 miles @ 0.575	$431
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work		$1,725
		Quality Assurance (QA) of Construction Contractor's Survey Work	20 trips @ 150 miles @ 0.575	$1,725
	C9	Construction Activity Monitoring		$18,913
		Construction Activity Monitoring	25 wks* 4 days/week* @ $146/day	$14,600
			50 trips @ 150 miles x 0.575	$4,313
	C11	Geotechnical Construction Monitoring and Inspection		$0
		Project Management & Coordination		
		On-Site Project Meetings		
		On-Site Construction Oversight		
		Responses to Field Inquires		
		Review Submittals		
		Claims Analysis		
PARAMETRIX EXPENSES TOTAL				**$47,304**

EXHIBIT A

HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING

DAVE MILLS CONSULTING & ASSOCIATES

						Staff:	D. Mills	D. Mills			
						Classification:	Principal	Project Surveyor	2 Person Field Crew	1 Person Field Crew	Survey Aide
						Burdened Rates:	$110.00	$95.00	$120.00	$100.00	$45.00
Phase	**Task**	**Description**	**Total**	**Expenses**	**Labor Dollars**	**Labor Hours**					
01		**CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)**	**$76,110**	**$4,425**	**$71,685**	**654**	**37**	**206**	**394**	**0**	**17**
	01	Project Management & Coordination	$0	$0	$0	0	0	0	0	0	0
		Project Management & Coordination	$0		$0	0					
	05	Preconstruction Services	$0	$0	$0	0	0	0	0	0	0
		Preconstruction Services	$0		$0	0					
	06	Submittal Review	$0	$0	$0	0	0	0	0	0	0
		Submittal Review	$0		$0	0					
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$0	$0	$0	0	0	0	0	0	0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$0		$0	0					
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	$76,110	$4,425	$71,685	654	37	206	394	0	17
		Pre-Survey & Pre Construction Meetings	$2,060	$300	$1,760	16	16				
		Prepare Alignment Staking Data, cut sheet templates, surfaces. And PM	$3,955		$3,955	41	4	37			
		Perform QA of Contractors Survey and Staking Notes DM site visits (5)	$5,105	$450	$4,655	49		49			
		Perform QA of Contractors Field Survey and Field Stakes (up to 20 visits)	$37,190	$2,100	$35,090	314	9	70	225		10
		Perform QA of Contractors constructed grades (up to 15 visits)	$27,800	$1,575	$26,225	234	8	50	169		7
	09	Construction Activity Monitoring	$0	$0	$0	0	0	0	0	0	0
		Construction Activity Monitoring	$0		$0	0					
		Wetland Mitigation Construction Monitoring & Inspection	$0		$0	0					
	11	Geotechnical Construction Monitoring & Inspection	$0	$0	$0	0	0	0	0	0	0
		Geotechnical Construction Monitoring & Inspection	$0		$0	0					
		Preconstruction Meeting	$0		$0	0					
		On-Site Project Meetings	$0		$0	0					
		On-Site Construction Oversight	$0		$0	0					
		Respones to Field Inquires	$0		$0	0					
		Review Submittals	$0		$0	0					
		Claims Analysis	$0		$0	0					
	12	Project Closeout	$0	$0	$0	0	0	0	0	0	0
		Project Closeout	$0		$0	0					
01		**CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)**	**$32,265**	**$1,575**	**$30,690**	**284**	**14**	**76**	**176**	**0**	**18**
	C1	Project Management & Coordination	$0	$0	$0	0	0	0	0	0	0
		Project Management & Coordination	$0		$0	0					
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$0	$0	$0	0	0	0	0	0	0
		Additional On-site monitoring and inspection	$0		$0	0					
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work	$32,265	$1,575	$30,690	284	14	76	176	0	18
		Quality Assurance (QA) of Construction Contractor's Survey Work (15 one-day visits)	$32,265	$1,575	$30,690	284	14	76	176		18
	C9	Construction Activity Monitoring	$0	$0	$0	0	0	0	0	0	0
		Construction Activity Monitoring	$0		$0	0					
	C11	Geotechnical Construction Monitoring & Inspection	$0	$0	$0	0	0	0	0	0	0
		Project Management & Coordination	$0		$0	0					
		On-Site Project Meetings	$0		$0	0					
		On-Site Construction Oversight	$0		$0	0					
		Responses to Field Inquires	$0		$0	0					
		Review Submittals	$0		$0	0					
		Claims Analysis	$0		$0	0					
Subconsultant Totals:			**$108,375**	**$6,000**	**$102,375**	**938**	**$5,610**	**$26,790**	**$68,400**	**$0**	**$1,575**

EXHIBIT A

HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING

PSI

						Staff:	Sean Rahe	Matt Hlavaty	Will Mcie	John Ho	Manh Saecho
						Classification:	Project Eng.	Staff Eng.	Eng. Tech.	Chief Eng	Admin
						Burdened Rates:	$105.00	$75.00	$55.00	$175.00	$45.00
PSI	**Task**	**Description**	**Total**	**Expenses**	**Labor Dollars**	**Labor Hours**					
01		**CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)**	**$33,500**	**$3,780**	**$29,720**	**408**	**92**	**100**	**180**	**8**	**28**
	01	Project Management & Coordination	$0	$0	$0	0	0	0	0	0	0
		Project Management & Coordination	$0		$0	0					
	02	Update Base Map & Control Network	$0	$0	$0	0	0	0	0	0	0
		Update Base Map & Control Network	$0		$0	0					
	03	Update Bid Documents	$0	$0	$0	0	0	0	0	0	0
		Update Bid Documents	$0		$0	0					
	04	Bidding & Award	$0	$0	$0	0	0	0	0	0	0
		Bidding & Award	$0		$0	0					
	05	Preconstruction Services	$0	$0	$0	0	0	0	0	0	0
		Preconstruction Services	$0		$0	0					
	06	Submittal Review	$0	$0	$0	0	0	0	0	0	0
		Submittal Review	$0		$0	0					
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$0	$0	$0	0	0	0	0	0	0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$0		$0	0					
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	$0	$0	$0	0	0	0	0	0	0
		Pre-Survey Meeting	$0		$0	0					
		Perform QA of Contractors Survey and Staking Notes	$0		$0	0					
		Perform QA of Contractors Field Survey and Field Stakes (1 per week for up to 26 visits)	$0		$0	0					
		Perform QA of Contractors constructed grades (1.5 per week for up to 30 visits)	$0		$0	0					
		Provide Survey Data to Contractors Surveyor	$0		$0	0					
		Prepare Alignment Staking Data	$0		$0	0					
	09	Construction Activity Monitoring	$0	$0	$0	0	0	0	0	0	0
		Construction Activity Monitoring	$0		$0	0					
	10	Wetland Mitigation Construction Monitoring & Inspection	$0	$0	$0	0	0	0	0	0	0
		Wetland Mitigation Construction Monitoring & Inspection	$0		$0	0					
	11	Geotechnical Construction Monitoring & Inspection	$33,500	$3,780	$29,720	408	92	100	180	8	28
		Project Management & Coordination (includes 1 trip)	$3,615	$105	$3,510	38	30	0	0	0	8
		On-Site Project Meetings (assume 1 meeting per segment and 2 float)	$3,615	$525	$3,090	38	8	30	0	0	0
		On-Site Construction Oversight (assumes 4 trips per month over 6 months)	$16,930	$2,730	$14,200	232	12	48	160	0	12
		Responses to Field Inquires (0 trips)	$3,010	$0	$3,010	34	20	8	4	0	2
		Review Submittals (0 trips)	$3,990	$0	$3,990	38	16	8	4	8	2
		Claims Analysis (we can assume hours and clarify this in the scope) (Assume 4 trips)	$2,340	$420	$1,920	28	6	6	12	0	4
			$0		$0	0					
			$0		$0	0					
		**1 trip = 3hrs travel, 3hrs onsite = 6hrs)	$0		$0	0					
			$0		$0	0					
	12	Project Closeout	$0	$0	$0	0	0	0	0	0	0
		Project Closeout	$0		$0	0					
01		**CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)**	**$22,660**	**$2,310**	**$20,350**	**266**	**76**	**72**	**88**	**6**	**24**
	C1	Project Management & Coordination	$0	$0	$0	0	0	0	0	0	0
		Project Management & Coordination	$0		$0	0					
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$0	$0	$0	0	0	0	0	0	0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	$0		$0	0					
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work	$0	$0	$0	0	0	0	0	0	0
		Quality Assurance (QA) of Construction Contractor's Survey Work	$0		$0	0					
	C9	Construction Activity Monitoring	$0	$0	$0	0	0	0	0	0	0
		Construction Activity Monitoring	$0		$0	0					
	C11	Geotechnical Construction Monitoring & Inspection	$22,660	$2,310	$20,350	266	76	72	88	6	24
		Project Management & Coordination (includes 1 trip)	$2,985	$105	$2,880	32	24	0	0	0	8
		On-Site Project Meetings (assume 1 meeting per segment and 2 float)	$3,615	$525	$3,090	38	8	30	0	0	0
		On-Site Construction Oversight (assumes 2 trips per month over 6 months)	$8,220	$1,260	$6,960	112	8	24	72	0	8
		Responses to Field Inquires (0 trips)	$3,010	$0	$3,010	34	20	8	4	0	2
		Review Submittals (0 trips)	$3,070	$0	$3,070	30	12	6	4	6	2
		Claims Analysis (we can assume hours and clarify this in the scope) (Assume 2 trips)	$1,760	$420	$1,340	20	4	4	8	0	4
Subconsultant Totals:			**$56,160**	**$6,090**	**$50,070**	**674**	**$17,640**	**$12,900**	**$14,740**	**$2,450**	**$2,340**

COLUMBIA COUNTY ROAD DEPARTMENT

PUBLIC ROAD APPLICATION AND CONSTRUCTION PERMIT

COUNTY ROADMASTER
1054 OREGON ST.
ST. HELENS, OR 97051
PHONE: 503-397-5090 FAX: 503-397-7215

PERMIT NO._____

DISTRICT_____

APPLICANTS NAME AND MAILING ADDRESS:

Global
Dan Luckett
81200 Kallunki Rd.
Clatskanine, OR 97016

PHONE: 5037287003 FAX: 5037287065

CONTRACTOR NAME AND ADDRESS: (IF DIFFERENT)

Tom Fisher
53990 West Lane Road
Scappoose, OR 97056

PHONE: 5035437979 FAX: 5035437299

SIGN HERE

SIGNATURE OF CONTRACTOR/APPLICANT: RDL

CONTRACTOR/APPLICANT HEREBY APPLIES TO THE BOARD OF COMMISSIONERS THROUGH THE ROAD DEPARTMENT FOR PERMISSION TO PERFORM CERTAIN OPERATIONS UPON THE RIGHT-OF-WAY OF A COUNTY ROAD OR PUBLIC ROAD UNDER COUNTY JURISDICTION AS SHOWN ON THE MAP OR PLAN ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

☐ Construct, operate and maintain a _____ utility line.
☒ Construct a public or County Road.
☐ Miscellaneous operations and/or facilities as described.
Description of miscellaneous operations and/or facilities:_____

Road Name Hermo Road (ATTACH VICINITY MAP, IF NOT A COUNTY ROAD)
Address of work (or other description): Quincy Mayger intersection to CCBR property
Side of Road (N,S,E,W)_____ Distance from centerline of pavement_____
Distance from travel edge of road_____
Buried pipe or cable depth_____ Size and kind_____
Method of installation: ☐ Trench ☐ Plow ☐ Bore
Estimated starting date 7/1/2015 Estimated completion date 7/1/2017

ATTACH PLANS (IF APPLICABLE)

THIS PERMIT IS ISSUED BY THE COUNTY ROAD DEPARTMENT SUBJECT TO THE "SPECIFICATIONS FOR FACILITIES OR OPERATIONS UPON A PUBLIC ROAD" ATTACHED HERETO AND IS ACCEPTED AND APPROVED BY CONTRACTOR/APPLICANT SUBJECT TO SAID TERMS AND PROVISIONS. CONTRACTOR/APPLICANT CERTIFIES THAT ALL INFORMATION SUPPLIED ON THIS APPLICATION IS CORRECT AND AGREES TO ABIDE BY ALL APPLICABLE FEDERAL, STATE AND COUNTY LAWS, RULES AND REGULATIONS WITH REGARD TO PERFORMANCE UNDER THE PERMIT.

AND SPECIAL CONDITIONS FOR HERMO ROAD CONSTRUCTION RDL 7/6/15

APPROVED BY: David A Hill

DATE: 7-6-15

BOND REQ'D PRIOR TO CONSTRUCTION: ☒ *YES* ☐ *NO*

NOTE: This permit is subject to the "Special Conditions for Hermo Road Construction Permit," which is attached hereto and incorporated herein.

NOTE: CALL ROAD DEPT. AT LEAST 12 HOURS BEFORE COMMENCING WORK. COPY OF PERMIT TO BE KEPT AT JOB SITE.

SPECIFICATION FOR FACILITIES OR OPERATIONS UPON A PUBLIC ROAD

PLAN REQUIREMENTS

A) UTILITY CONSTRUCTION

1. Two (2) sets of plans are required.

2. Plans shall state roads involved and give approximate dimensional location or provide staking of proposed facilities in relationship to centerline of road and edge of existing pavement.

3. Materials and sizes of facilities shall be stated on plans.

4. If other utilities or facilities may be in conflict with proposed project they shall be shown on the plans.

5. Traffic plan if required. (Minimum OSHA standards)

B) ROAD CONSTRUCTION

Comply with requirements in Columbia County Road Standards Document.

LIABILITY AND CONTROL

Applicant shall be responsible and liable for all damage or injury to any person or property resulting from the physical location, installation, construction, maintenance operation or use of the facility or operation for which the Applicant has been granted a permit. Applicant shall indemnify and hold harmless the County of Columbia, its officers, agents and employees against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which they or any of them may sustain by reasons or acts, conduct, or operation of Applicant, its officers agents or employees in connection with locating the physical location, installation, construction, maintenance, repair, operation or use of said facility or in conducting an operation. The Applicant shall file with the Road Department evidence of insurance in the following minimum amounts:

(a) $50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.

(b) $100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence unless those damages exceed $100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed $100,000.

© $500,000 for any number of claims arising out of a single accident or occurrence.

The work area during any construction or maintenance performed under the permit provisions shall be protected in accordance with the current "Manual on Uniform Traffic Control Devices for Street and Highways" as amended or supplemented by the State Highway Commission. Necessary signs shall be furnished by the Applicant unless otherwise specified in the permit.

All signs, barricades, lights, cones and other such devices, and all flag-persons, pilot cars, pilot car operators and other such labor and equipment required for the safe directing and guiding of public traffic shall be provided, furnished and maintained by the Applicant. These protective and directional measures shall be undertaken beyond and outside the limits of the project, as well as within the project limits, when they have a direct bearing on or reference to the project.

During suspension of work, for any reason, the Applicant shall continue to be responsible for and shall maintain all temporary and protective and directional devices throughout the period of suspension in the same manner as when work is being performed.

Applicant is liable for any and all losses incurred due to deficiencies in traffic control or signing.

To insure compliance with the terms and conditions of the permit, the Road Department reserves the right to inspect the work during such periods as the Roadmaster deems necessary, to check compliance with the terms of the permit by Applicant and to require Applicant to correct all deviations from those terms and conditions.

Any supervision and/or control exercised by the Road Department personnel shall in no way relieve the Applicant of any duty or responsibility to the general public nor shall such supervision and/or control relieve Applicant from any liability for loss, damage or injury to persons or property.

If the highway surface or highway facilities are damaged by the Applicant, Applicant shall replace or restore highway surface or highway facilities to a condition satisfactory to the Roadmaster, whether discovered at the time of installation or at a later date.

PERFORMANCE BOND

The County may require a performance bond for completion of the work in accordance with the approved plans and specs in an amount up to 100% of the cost of construction.

CONSTRUCTION AND LOCATION

Applicant or its contractor shall advise the Road Department office at 397-5090 at least 12 hours prior to commencing construction of a facility for which a permit has been issued.

Applicant's completed facility shall be in substantial conformance with the drawings or sketches required unless special permission is obtained from the Roadmaster to vary from same during installation. When such permission is obtained, Applicant shall furnish the Roadmaster a set of "as constructed" drawings or sketches detailing any such variances.

TRENCHES

No trench shall be excavated with a top width in excess of eighteen (18) inches more than the outside diameter of the pipe, conduit or cable to be installed with our permission is first obtained from the Roadmaster.

Trenched edges in paved areas shall be sawed or cut to neat lines by methods satisfactory by the Roadmaster to a depth sufficient to permit removal of the pavement without damage to the pavement to be left in place.

The depth of the trench shall be such that the top of the pipe or cable or other facility shall not be less than twenty-four (24) inches lower than of ground cover or the adjoining road surface, whichever is lower. In addition, the side of the pipe or cable or other facility shall be buried at a lateral distance not less than twenty-four (24) inches from any vertical or sloping surface such as the side of a ditch or a bank. In cases where the ground material makes placement at twenty-four (24) inches at depth impossible or impractical, the Roadmaster may approve adequate mechanical protection in lieu of such burial by such methods as are satisfactory to the Roadmaster. Any uneven ground surfaces adjacent to the trench shall be leveled off or the depth of the trench increased.

Maximum length of the open trench shall not be greater than 500 feet and no trench shall be left in an open condition overnight.

Excavated material shall be piled in a manner as to cause the least possible restriction to traffic.

Immediately after the facility authorized by the permit has been placed in the trench, the trench shall be backfilled. If the trench is in the roadbed (surface or shoulder) the trench must be backfilled with Controlled Density Fill (CDF), commonly designated as flowable fill.

Specifications are as follows:

1) Less than 300 psi in 28 days.

2) 10 psi required before opening to traffic.

3) Must be non-segregating which requires air entrainment less than 15%.

4) Slump less than 4 inches will require backhoe tamping or vibrator.

5) Accelerators recommended for high early strength to allow for traffic.

The surface material shall be asphalt concrete placed to a compacted thickness of four (4) inches or the thickness of the removed pavement, whichever is greater.

The surface grade of any trench shall not deviate from the existing grade by more than ½ inch nor shall it create any noticeable bump or otherwise objectionable ride for motorists.

JACKING, DRIVING AND BORING (Move in front of trenching)
Utility crossings under paved roadways shall be jacked, driven or bored where possible. When the jacking, driving or boring method is used it shall be by approved means which will hold disturbances of surrounding material to a minimum. Sluicing and jetting is not permitted. Void or displacement outside the outside perimeter of the pipe, conduit or cable where greater than 0.1, shall be filled with sand or cement grout packed in place.

PLOWING
Unless special permission is first obtained from the Roadmaster, direct burial of cable placed by the plowing method shall be limited to areas outside the surfaced and shoulder portion of the roadway.

WATER LINES
Water lines crossing public roads shall be encased in casing pipe. Casing pipe shall be constructed to prevent leakage throughout its entire length under the road surfacing. Casing shall be installed so as to prevent the formation of a waterway under the road grade. The casing shall be not less than ten (10) gauge welded steel pipe or approved PVC pressure pipe. The ends of the casing shall extend three (3) feet from each edge of the road surface.

CLEANUP
All debris, refuse and waste of all kinds which may have accumulate upon the public road by reason of the activity of the Applicant shall be removed immediately upon completion of the said activity, or as require by the Roadmaster, and the said public road must be restored to a condition as good as better than it was prior to such activity.
The contractor shall at all times so conduct his or her work as to insure the least possible obstruction or hazard to traffic. The convenience of the general public and the residents along the highway and the protection of persons and property is of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

Construction equipment shall not be parked on the traveled way, shoulder area, narrow median areas, gore areas, sidewalk or other such areas of the highway or street open to public traffic except as necessary for the work. Equipment so parked shall be adequately protected. Construction materials shall not be stockpiled on the traveled way, shoulder area, gore areas, sidewalks or other such areas unless permitted by the Roadmaster for temporary storage and is adequately marked and protected. Other locations within the project areas where parked equipment

and stockpile material present a hazard to the public as determined by the Roadmaster shall be adequately protected by barrier or other means.

MAINTENANCE OF UTILITIES

Permittee shall maintain at least a seven foot radius clear zone around any structure in the County right-of-way that is less than eight feet in height above the ground. Permittee shall not allow any vegetation to grow within the clear zone. If Permittee applies herbicides in the clear zone, Permittee shall comply with all Oregon laws, rules and regulations with respect to such application. Permittee shall immediately inform the County of the type of herbicides used as well as the amount used and date of application.

Permittee shall be liable for any and all damage to person or property or environmental liability caused by the application of herbicides. The County shall not be liable and Permittee shall indemnify and hold the County harmless from and against any damage to person or property, and any environmental liability cause by Permittee's failure to maintain the clear zone or caused by Permittee's maintenance of said clear zone, including the use and/or application of herbicides. If Permittee fails to maintain the clear zone, the County may maintain the clear zone and charge the Permittee costs to do so and the County may also immediately revoke this Permit. The County shall not be responsible for any damage done to Permittee's property during the County's maintenance of the clear zone. Permittee shall immediately reimburse the County for any and all damages suffered by the County while maintaining the clear zone, including costs to maintain the clear zone, and costs to repair ditches, road shoulders and County equipment."

REMOVAL, RELOCATION, REPAIR

A. If any person fails to place, build, construct, maintain or remove a ditch, structure, facility or utility in accordance with rules and regulations adopted pursuant to this ordinance and the conditions of any construction permit issued pursuant to this ordinance, the Columbia County Roadmaster may, after the expiration of 30 days following the transmittal of a written notice to such person, at the expense of such person, remove the ditch, structure, facility or utility from the right of way or reconstruct, repair or maintain the ditch, structure, facility or utility in accordance with or as required by such rules and regulations and the conditions of the permit. This expense may be recovered from such person by the County in any court of competent jurisdiction.

B. Notwithstanding subsection A of this section, if the Roadmaster or his designee determines that a traffic or pedestrian hazard is created by the ditch, structure, facility or utility which causes imminent danger of personal injury, he may:

1) Order the ditch, structure, facility or utility removed, repaired or maintained to eliminate the hazard, within 24 hours after delivery of written notice to the person who placed or constructed the ditch, structure, facility or utility, and to the owner of the property on which the non-compliance occurred.

2) If the ditch, structure, facility or utility is not removed, repaired or maintained to eliminate the hazard within the time set under paragraph 1) of this subsection, eliminate the hazard and recover the expenses of any removal, repair or maintenance of the ditch, structure, facility or utility from any such person in any court of competent jurisdiction.

For a period of one (1) year following the completion of work, the Applicant shall be responsible for the condition of the road surface and shoulders where work was done. Upon the request of the Road master, the Applicant shall repair any patches which become settled, cracked, broken or otherwise faulty.

The permit is issued pursuant to the law of the State of Oregon which authorizes the County to subsequently require the Applicant to remove, relocate, or repair the facility covered by the permit at the sole cost of Applicant.

WARRANTIES, OTHER AGENCIES

The County does not warrant that it has title to the right of way subject to this permit or the process by which it obtained the right of way or granted this permit. The County conveys only such permission as it has right, title and legal authority to convey. Applicant waives any right to damages occasioned by the County having no, or lessor, rights to the right of way or the County having failed to properly grant or administer this permit.

The County does not warrant that the right of way subject to this permit is suitable for any particular purposes and Applicant accepts the same AS IS. Applicant represents that he has inspected the right of way and that he is relying solely upon his inspection, and not upon any representations of the County, in his planning and conduct of operations therein. The County shall not be obligated to repair or maintain the improvements constructed by Applicant and such responsibility shall be Applicant's alone, until such time as the improvements are accepted as a County Road as that term is defined by Oregon law.

Nothing in this permit is intended to grant rights or imply approval in areas not falling within the authority and jurisdiction of the Public Works Department. It is the responsibility of Applicant to determine the need for and to obtain such licenses, permits, or other forms of approval which may be required by other State agencies, federal agencies, cities and/or counties of Oregon, utility companies or railroads.

COMPLIANCE

If the Applicant is found to be out of compliance with any of these requirements or specifications, the Road master shall notify the Applicant and request the repairs to be made. If they are not made within the time requested or if an emergency exists, the Road master may restore or replace the highway facilities by contractor or County forces, and the costs incurred shall be paid by the Applicant. No additional permits shall be issued to the Applicant by any department of the County, including the Planning Department, Road Department, or other County Department or Agency until the repairs are made and/or paid for.

SURVEY MONUMENTS

Applicant shall comply with ORS 209.150 regarding the removal or disturbance of survey monuments. All survey monuments that are disturbed or removed shall be replaced by a registered surveyor.

SEASONAL CONSIDERATIONS

The Road master may refuse to issue any permit or suspend any permit previously issued when due to weather or ground conditions, or for other important reasons, in the sole discretion of the Road master.

SEVERABILITY

If, for any reason, any portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion of the ordinance shall be deemed a separate, distinct and independent portion and such holdings shall not affect the validity of the remaining portions hereof.

S:\Forms\Land Development-Permit\Utility construction permit specs.wpd

Columbia County Road Department
1054 Oregon Street, St. Helens, OR 97051

David A. Hill, PE Public Works Director

Ph: (503) 397-5090 Fax: (503) 397-7215
e-mail: David.Hill@co.columbia.or.us

SPECIAL CONDITIONS
FOR HERMO ROAD CONSTRUCTION PERMIT

The County's "Public Road Application and Construction Permit" form contains standard terms and conditions, titled "Specifications for Facilities or Operations upon a Public Road" (hereinafter "Standard Terms"). The Construction Permit for Hermo Road is subject to additional "Special Conditions," which are listed herein. These Special Conditions will control in case of conflict with the Standard Terms of the Construction Permit. The Special Conditions are as follows:

1. Permittee (also known as the Permit Applicant) shall procure at its own expense, and keep in effect at all times during the term of the permit including any extensions, a performance bond equivalent to 100% of the estimated cost of construction ($12,760,000) to provide for the completion of the project in accordance with the approved plans and specifications. Permittee shall pay for a consulting firm to complete the preliminary engineering, plans and specifications, and wetland mitigation plan, and shall pay the consulting firm contracted with the County to perform the construction engineering services as required by the County for the project. The scope of work for construction engineering services shall be as provided in Parametrix's work proposal dated May 28, 2015, titled "Exhibit A, Columbia County Road Department Hermo Road Improvement Project Construction Quality Assurance." The County's Consultant will be the designated Project Manager with authority to enforce the provisions of the contract and shall provide quality assurance, inspection, testing, monitoring and reporting to assure compliance with the plans and specifications. The associated cost for this scope of work shall not exceed $894,000, unless otherwise approved by Permittee. Permittee shall pay the consulting engineering firm within 30 days after approval of the invoice by the County.

   Permittee shall also deposit funds with a third-party escrow agent agreeable to both the County and Permittee in the amount of $200,000 which shall be used for payment of engineering services not paid by the Permittee or emergency repair work to Hermo Road to bring it to a condition where it can be used for its intended purpose should Permittee fail to complete construction in accordance with the plans and specifications. Funds in escrow shall not be released unless County notifies Permittee in writing of a failure to comply, and Permittee fails to cure the noncompliance (or obtain County approval of a compliance plan) within 30 days of the notice of noncompliance. Half of the $200,000 deposit shall be released back to Permittee after completion of Phase 2a of the work. As described in the Parametrix May 28, 2015 proposal, Phase 2a shall consist of:

"Construction of Hermo Road to top of aggregate. Work includes all grading, drainage, roadway aggregate section from Quincy Mayger Road to the CPBD entrance. Work is assumed to be 6 months from July through December 2015."

2. Columbia County makes no guarantee of quantities or suitability of materials for the project. Quantities listed in the bid proposal form are "engineering estimates" generated for comparison of bids. Final quantities may vary considerably.

3. All environmental permits (Corps, DSL and DEQ) must be transferred from the County to Permittee, and Permittee shall comply with all permit conditions and keep all permits current. If construction is not completed, Permittee shall transfer the permits back to County immediately upon the County's written request. Transfer of all permits to Permittee shall be initiated by the County.

4. Construction shall begin no later than September 1, 2015 and shall be completed in accordance with County approved engineering specifications within three years of permit issuance. Work on Port property for wetland mitigation construction shall be completed in compliance with the permit requirements, and in no case later than 3 (three) years after issuance of this permit. Monitoring to ensure establishment of the newly constructed wetland mitigation area, and any additional work necessary to ensure establishment of the wetland mitigation area to comply with the environmental permits shall be the responsibility of Permittee, even after the permit is transferred back to the County.

5. Permittee shall obtain all necessary permits and approvals from the Port of St. Helens and PGE to enter onto property outside of the right-of-way to construct Hermo Road and complete wetland mitigation.

6. Hermo Road shall remain open at all times during construction, with no more than a 15-minute delay, for access to all adjacent properties.

7. All construction work shall be coordinated with affected utilities, such as but not limited to NW Natural Gas and the local water and drainage districts.

8. The construction contractor shall meet weekly with the County and the County's consulting engineer to report on progress and resolve any issues during all periods of active construction.

9. Any change to the plans or specifications shall be approved in writing by the County and Permittee. Changes made without written approval shall be a basis for withholding deposit funds.

10. A railroad crossing (to include but not limited to: arms, signals, and any rail line improvements necessary to accommodate the improved crossing) shall be constructed at the rail line's intersection with Hermo Road, shall be approved by ODOT Rail Division, and shall be paid for by the Permittee. A railroad crossing final design has yet to be determined. County will re-apply for an ODOT rail permit, and Permittee shall conform to the final design requirements as dictated by ODOT Rail.

RPL

11. Any Contractor hired to perform construction work on Hermo Road shall not be on any state or federal debarment list. Personnel assigned to the work required under this Agreement shall be fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.

12. Permittee shall guarantee all work under this permit against all defects in materials and workmanship. This guarantee shall extend for a period of one year from the date of final acceptance of the project. Permittee shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which it has been notified by the County within the guarantee period. Normal wear and tear and the results of accidents not chargeable to Permittee or its agents are excepted from the above requirements.

13. Permittee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, 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 or alleged to be caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Permittee, its officers, agents and/or employees arising out the performance of this road construction permit. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees. Permittee shall also require its construction contractor to indemnify the County in the same manner.

14. Permittee and its contractor shall, at its own cost and expense, procure from an insurance company or companies licensed in the state of Oregon and shall maintain in full force and effect at all times during the term of this permit, and any extension thereof, the following minimum amounts of insurance:

    a. Comprehensive general liability insurance in the amount of $2,000,000 with aggregate limit of not less than $3,000,000.

    b. Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage in the amount of $2,000,000 each accident.

    c. Environmental Liability Insurance in the amount of $1,000,000 covering the liability of Permittee and its contractor for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by Permittee or its contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract.

Permittee and its contractor shall provide a certificate or certificates of insurance in the amounts required which names Columbia County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. In addition, Permittee and its contractor shall notify the County immediately if any insurance coverage required by this paragraph will be canceled, not

RPL

renewed, modified in any material way, or changed to make the coverages no longer meet the minimum requirements of this permit.

15. In addition to the provisions of the "Compliance" paragraph of the Standard Terms of the permit, the County may revoke this permit if Permittee or its contractor fails to comply with the terms, requirements, and specifications of the permit. The County may use deposited funds and / or the performance bond to complete the work under the permit.

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

   Exhibit A: Project Description and Budget
   Exhibit B: Financial Information
   Exhibit C: Subcontractor Insurance
   Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement
   Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at http://www.oregon.gov/odot/pt/, Oregon Public Transit Information System (OPTIS), as the information becomes available

   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: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit E.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **$1,399,728.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **$919,476.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.

5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at http://www.oregon.gov/odot/pt/. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. **Disbursement and Recovery of Grant Funds.**

   a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

   b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

      i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

      ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.

      iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

      iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

   c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

   a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

   b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other

similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.

c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.

d. **Audit Requirements.**

i. Recipients receiving federal funds in excess of $750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual

audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

9. **Recipient Subagreements and Procurements**

a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

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

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

ii. all procurement transactions are conducted in a manner providing full and open competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C. 125.

10. **Termination**

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or

ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Recipient; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in

the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** State and 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 shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the

Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

_____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:
Janet Wright
230 Strand Street
Saint Helens, OR 97051
1 (503) 3668504
janet.wright@co.columbia.or.us

State Contact:
Jamey Dempster
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8563
James.DEMPSTER@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By J. DEMPSTER

Date 5/27/2015

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over $150,000)

By _____
Assistant Attorney General

Name Keith Kutler by email
(printed)

Date June 1, 2015

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2015-17 Columbia County 30465 Rural 5311 Program *Administration* *Operating* *Preventive Maintenance*				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	$205,000.00	$183,947.00	$21,053.00	Local
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	$1,000,000.00	$560,800.00	$439,200.00	Local
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	$194,728.00	$174,729.00	$19,999.00	Local
Sub Total	$1,399,728.00	$919,476.00	$480,252.00	
Grand Total	**$1,399,728.00**	**$919,476.00**	**$480,252.00**	

- *1.PROJECT DESCRIPTION*

Project funds public transportation service administration, operations and preventive maintenance. The public transportation services are available in Columbia County, with connections to communities and public transportation services in Clatsop, Multnomah and Washington Counties, Oregon; and Cowlitz County, Washington. Public transportation service includes, but is not limited to service type, schedule, facilities, and fare policy.

Administration activities support the effective, efficient and safe delivery of public transportation services. The goal of administrative activities is to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

Operations activities lead to the effective, efficient and safe delivery of public transportation services. The goal of operation activities is to provide planned and marketed transportation service as outlined in local service policy and procedures.

Preventive maintenance applies to vehicles and non-vehicles supporting public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle crashes covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

2.PROJECT DELIVERABLES, TASKS and SCHEDULE

All tasks must be completed prior to the expiration date of this Agreement.

The public transportation service shall be designed to efficiently and effectively meet the target population's needs. The Recipient shall consult relevant staff, local governments, customers, and other affected community members to plan and deliver public transportation service.

Recipient shall coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Recipient shall market the services to the target users. Special needs transportation shall be made available to a variety of potential users, including the general public, on a space available basis.

Recipient may amend the public transportation service design at any time in accordance with local demand, funding issues or other situation that requires service to be changed. Recipient shall inform State if there is a change in the service funded by this Agreement. Recipient shall follow appropriate public notice procedures to solicit feedback regarding service and/or fare changes.

Administration expenses may include and are not limited to: salaries and fringe of administrative staff; marketing; insurance premiums; office supplies; telecommunications; facilities and equipment rental; overhead; and the cost of administering drug and alcohol program, including testing. Administrative costs associated with coordination of transit services are eligible if the activity is part of a coordinated public transportation program or initiative.

Operating expenses are those costs directly associated with system operations, including but not limited to: fuel; dispatch and driver salaries and fringe; licenses; facility maintenance; uniforms; communications equipment associated with operations.

Preventive maintenance expenses include activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), or a major rebuild or overhaul that keeps the asset within useful life or extends the useful life may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1D (Grant Management) Chapter IV.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

3.PROJECT ACCOUNTING, MATCH and SPENDING PLAN

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Sources of funding that may be used as match for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expenses.

Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as operating costs. Administrative and operating expenses incurred by a contractor are reimbursable as operating expenses. The contractor

may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Recipient may not use grant-acquired assets to compete unfairly with the private sector.

4.REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Recipient shall provide project progress data and information in a report to State. Required reporting formats and instructions are available from the State. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices. Recipient shall provide documentation and proof of all reported data and information upon State's request.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	**Federal Funding Agency**	**Federal Catalog**	**Total Federal Funding**
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	**20.509 (5311)**	**$919,476.00**

Administered By
Public Transit Division 555 13th St. NE Salem, OR 97301-4179

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than $500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. 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 not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. 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 Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 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 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at http://www.fta.dot.gov/grants/12825_93.html, completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp? and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at http://www.fta.dot.gov/documents/21-Master.pdf. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.

2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.

3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

   The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of $100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy ("Agency") and Columbia County ("Local Government"), each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110, ORS 469.030 and ORS 469.360.

SECTION 2: PURPOSE

The purpose of this Agreement is to establish collaboration between Agency and Local Government to perform services related to the review of Energy Facility Siting Council ("EFSC") project-related documents and to identify the procedures related to authorizing work, invoicing and payment.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature ("Effective Date"), and terminates on June 30, 2017, unless terminated earlier in accordance with Section 16.

Notwithstanding the Agreement's Effective Date, Local Government's obligations under this Agreement shall become effective on May 15, 2015.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Todd Cornett, Assistant Director
625 Marion Street NE
Salem, OR 97301
(503) 378-8328 Office
(503) 373-7806 Fax
todd.cornett@state.or.us

4.2 LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE IS:

Jennifer Cuellar
230 Strand Street
St. Helens, OR 97051
(503) 397-7252 Office
(503) 397-7251 Fax
jennifer.cuellar@co.columbia.or.us

4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 LOCAL GOVERNMENT SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

5.2 AGENCY SHALL PAY LOCAL GOVERNMENT AS DESCRIBED IN SECTION 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 Agency shall reimburse Local Government, up to but not in excess of $10,000.00, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory invoice.

6.2 Work must be assigned and authorized in writing by an Agency Siting Analyst prior to Local Government beginning the work, and as described in Exhibit A. Local Government may be asked to provide a cost estimate for the work requested.

6.3 Local Government shall invoice Agency monthly for services. At a minimum, invoices must include the following information:

- EFSC project name;
- Agency agreement number #15-070;
- Local Government federal EIN;
- Time period for which the invoice covers;
- The following statement, followed by the signature of a person with the authority to certify the statement:

  "By signing this invoice, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785."; and
- A report that explains the work included on each invoice, including the following:
  - Names of staff members working on the project;
  - Dates of service;
  - Number of hours worked, per staff member;
  - Specific activities and work conducted;
  - Total personal services costs (including OPE/ fringe benefits);
  - A description of any incurred expenses (parking fees, supplies, etc.);
  - Subtotals of personal and supplies/ services costs;
  - Subtotal of indirect/ administrative overhead costs;
  - Total project costs for this billing period;

6.4 Local Government shall only bill for hours worked. Agency will not pay for vacation, holiday, sick or any other leave. **All invoices are due to Agency within 30 calendar days after the month end billing period.** Due to Agency's requirement to provide cost details and to seek reimbursement from project applicants, timely and accurate invoicing is critical. Agency may not pay invoices received more than 30 calendar days after the month end billing period.

6.5 Local Government shall send all invoices to:

Oregon Department of Energy
Attn: Contracts Payable
625 Marion Street NE
Salem, OR 97301

Or by E-mail to:

odoe.invoices@state.or.us

SECTION 7: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 8: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 9: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

9.1 Local Government is a County duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

9.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or

by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

9.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

9.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

9.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 10: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State or Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 11: OWNERSHIP OF WORK PRODUCT

11.1 As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

11.1.1 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

11.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.

11.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

11.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Local Government agree that all Work Product created by Local Government under this Agreement is" work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any

reason the Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11.3 If Work Product is Local Government Intellectual Property, a derivative work based on Local Government Intellectual Property or a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property and the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

11.4 If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

11.5 If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 12: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suite or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be bought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 13: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

13.1 Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

13.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;

13.3 Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

13.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

15.1 In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work

necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

15.2 In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or

appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement

16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

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

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 22: LIMITATION OF LIABILITY AND INSURANCE

22.1 EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASEED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

22.2 Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 23: RECORDS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: NO THIRD PARTY BENEFICIARIES

Agency and Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 28: SUBCONTRACTS AND ASSIGNMENT

28.1 Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

28.2 Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not

relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: CONTRIBUTION

29.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 29 with respect to the Third Party Claim.

29.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

29.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 32: ADDITIONAL PROVISIONS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

(The remainder of this page has been left blank intentionally.)

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B - Insurance, and Exhibit C - Additional Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Energy

By: _____
(Signature of Printed Name below)

_____
Printed Name

_____
Title

_____
Date

_____
Jan Lemke, Designated Procurement Officer

_____
Date

_____
Todd Cornett, Assistant Director

_____
Date

COLUMBIA COUNTY

By: _____
(Signature of Printed Name below)

_____
Printed Name

_____
Title

_____
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

NOT REQUIRED

_____
Assistant Attorney General

EXHIBIT A – STATEMENT OF WORK

Agency Siting Analysts will request work in writing. Agency will not pay for any work other than that work requested by Agency, in writing.

Local Government shall review and provide comments on notices of intent, applications and amendments for site certificates and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of OAR 345-015-0120 and OAR 345-015-0180 will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement.

The work to be performed by Local Government is limited to Local Government's area of expertise as described in the memorandum to reviewing agencies, including, as applicable, evaluation of compliance with Local Government's permitting and regulatory requirements, and recommendations regarding EFSC findings and site certificate conditions. If specifically requested by Agency, Local Government will also conduct site visits, travel to public hearings, perform field studies and provide consultation or expert testimony during site certificate contested case hearings.

Local Government must notify Agency in writing within 30 days of assignment of a new project lead.

Local Government agrees to cooperate with Agency's Siting Analysts or designees to deliver work products in a manner which will allow Agency to meet the statutory timelines for documents under review. Information regarding these timelines is found in ORS 469.370 and ORS 469.373. Local Government agrees to meet the comment deadlines provided in the memorandums to reviewing agencies or other delivery schedules mutually agreed upon by Agency and Local Government, in writing. General information regarding Agency and Local Government's work in the review of energy facility site applications and related documents is found in ORS 469.300 through 469.507.

In the event Agency issues a stop work order to a project applicant for nonpayment, Agency will also issue a stop work order to Local Government, at which time Local Government shall cease all work on the named project.

EXHIBIT B – INSURANCE

No insurance required.

EXHIBIT C – ADDITIONAL REQUIREMENTS

C.1. Indemnification by Subcontractors

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

C.2. Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CERTIFICATES OF INSURANCE and NOTICE OF CANCELLATION OR CHANGE, before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts.

The insurance must be provided by 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. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

A. TYPES AND AMOUNTS

i. **WORKERS' COMPENSATION**. All employers, including contractor, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

EMPLOYERS' LIABILITY. If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage.

ii. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to Local Government. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by Local Government:

Bodily Injury/Death:
Per occurrence limit for any single claimant:
From commencement of the Contract term to June 30, 2016: $2,048,300
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

Per occurrence limit for multiple claimants:
From commencement of the Contract term to June 30, 2016: $4,096,600
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

AND

Property Damage:
Per occurrence limit for any single claimant:
From commencement of the Contract term to June 30, 2016: $112,000
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

Per occurrence limit for multiple claimants:
From commencement of the Contract term to June 30, 2016: $560,000
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

iii. AUTOMOBILE LIABILITY

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by Local Government:

Bodily Injury/Death:
Per occurrence limit for any single claimant:
From commencement of the Contract term to June 30, 2016: $2,048,300
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: $4,096,600
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

AND

Property Damage:
Per occurrence limit for any single claimant:
From commencement of the Contract term to June 30, 2016: $112,000
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

Per occurrence limit for multiple claimants:
From commencement of the Contract term to June 30, 2016: $560,000
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

iv. EXCESS/ UMBRELLA INSURANCE

A combination of primary and excess/ umbrella insurance is acceptable. If Contractor is using excess/ umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/ umbrella insurance. Sample wording is "The Excess/ Umbrella policy is excess over Commercial General Liability, Automobile Liability, etc."

B. ADDITIONAL INSURED

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. CERTIFICATE OF INSURANCE

Contractor shall provide to Local Government, Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. Contractor shall immediately notify Local Government in writing of any change in insurance coverage.

D. NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from Contractor or its insurer(s) to Local Government. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this Contract by Local Government.

Columbia County Road Department
1054 Oregon Street, St. Helens, OR 97051

Transportation Planner

Phone (503) 366-3963
Fax 397-7215
lonny.welter@co.columbia.or.us

July 30, 2015

TO: Columbia County Board of Commissioners

FROM: Lonny Welter, Transportation Planner

REF: The Hood to Coast Relay, 2015

Columbia County received the attached application for a Public Road Event Permit for the Hood to Coast Relay, 2015, to be conducted August 28-29, 2015. They are expecting 1,500 participants (runners and walkers) and will be using County roads. The event will enter Columbia County using Hwy 30, at about 4:30 AM on the 28th and will use the following roads: Millard, Bachelor Flat, Saulser, Cater, Scappoose Vernonia, Pittsburg, Columbia, Gable, West Kappler, Brinn, Schaffer, Apiary, Hwy 47 and Hwy 202. They will be leaving the County about 2:00 PM on the 29th. There will be about 3,600 volunteers, and 750 support vehicles assisting.

Applicable Criteria
The Columbia County Public Road Event Ordinance (Ordinance No. 2008-1, as amended) requires Board approval of public road events involving more than 25 vehicles, 50 bicycles, or 100 pedestrian participants. As this pedestrian event is expected to have more then 100 walkers and runners, Board approval is required.

Section 5 of the Ordinance provides, in part:

> "A. Standards for Issuance. The Administrator or, in the event of a large event, the Board of County Commissioners, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit **unless** the Administrator or Board of County Commissioners finds that:
>
> 1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard

other than traffic.

2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works employees or other personnel to properly control the public road event or that allowing the public road event would deny reasonable law enforcement or other emergency service protection to citizens of the County.

3. Such public road event will interfere with another public road event for which a permit has been issued.

4. The County Public Works Director determines the public road event would damage public roads."

Staff notified affected agencies and received the following comments:

- **County Sheriff's Office**, Jeff Dickerson - No Issues.
- **Scappoose Police**, Norman Miller - No Issues.
- **St. Helens Police,** Terry Moss - No Issues.
- **State Police**, LT Merila - No issues or anticipated expenses.
- **Scappoose Fire,** Michael Greisen - No Issues
- **St Helens Fire**, Ron Youngberg - No issues for CRF&R.
- **Mist Birkenfeld Fire**, Joe Kaczenski - There had been some issues with the sleeping/rest area, and with the property owner, however those are being resolved, and the light is green for the event.
- **ODOT,** Mark Buffinton - Has a few issues, but will work them out through the ODOT permitting process.
- **Columbia County Emergency Management,** Vincent Aarts - No Issues

This event has been held in prior years with most issues having been solved. Other than the rest/sleeping field issue in Mist Birkenfeld, no issues have arisen that would be a basis for denial, staff recommends that the Board approve the permit.

RECOMMENDED MOTIONS:

- Motion 1: Approve the public road event permit for the Hood to Coast Relay.
- Motion 2: Approve the Indemnity Agreement with the Hood to Coast Relay and authorize the Chair to sign.

Attachments:

- Permit Application
- Indemnity Agreement
- Certificate of Liability Insurance

- Map and Route Instructions (Dated 2014, but no changes for 2015)

Columbia County

Oregon

PUBLIC ROAD EVENT

PERMIT

Date: August 4, 2015

Name of Event: Hood to Coast Relay, Portland to Coast Walk Relay and Portland To Coast High School Challenge Relay

Date of Event: August 28-29, 2015 Type of Event: Run and Walk Relays

Sponsor: Foote Sports Productions, Inc.

Assembly Area: Outside Columbia County Number of Participants: 1,500

Assembly Start Time: NA Event Start Time: Entering the County at 4:30 AM on the 28th
Ending Time: Exiting the County at 2:00 PM on the 29th

Minimum Speed: NA Maximum Speed: NA

Route of Event: *See Attached Map.*

Portion of Road which may be occupied by Event: Either the right or left shoulder dependent on location.

Number of Persons Required to Monitor the Event: 3,600

Number and Type of Vehicles: 750 support vehicles

Other Requirements:

Amount of Required Deposit: $ $20,000 Paid on: April 29, 2015

ALL PARTICIPANTS IN THE PERMITTED EVENT MUST BE ADVISED BY WRITTEN NOTICE OF THE TERMS AND CONDITIONS OF THIS PERMIT PRIOR TO THE COMMENCEMENT OF SUCH EVENT.

Issued by:
Transportation Planner

By: _____
Lonny R. Welter

Date: _____, 2015

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Date: _____, 2015

Columbia County

Oregon

INDEMNITY AGREEMENT

Transportation Planner
County Road Department
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3963

Board of County Commissioners
Columbia County Courthouse
230 Strand, Room 331
St. Helens, Oregon 97051
503.397.4322

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as the Hood to Portland To Coast Relays to be held on Aug 28 29, 2015, the undersigned sponsor/applicant for the event hereby agrees to defend, indemnify and hold Columbia County and other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers, agents and employees (the "indemnitees") harmless from:

1. All liability, damage, loss, cost or expense, including but not limited to attorney's' fees, that the indemnitees may sustain or incur on account of any damage to or destruction of any property that the county may own or in which it may have an interest;

2. All liability, damage loss, cost or expense, including but not limited to attorney's' fees, on account of any damage resulting from injury to or death of any person or persons resulting from or in any way connected with the use by the sponsor/applicant, its agents or employees, of the road, site, area or facility to which the permit pertains.

Hood To Coast Relay
(Agency)

By: Felicia Hutben
(Signature of Authorized Agent)

Dated: 5/18/15

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Dated: _____

RETURN TO:
Columbia County Road Department
Attn: Lonny Welter
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3963 (O)
503.397.7215(Fax)
lonny.welter@co.columbia.or.us

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JD Fulwiler & Co. Insurance, Inc.
5727 SW Macadam Ave
PO Box 69508
Portland OR 97239

CONTACT NAME: Kristina Solberg
PHONE (A/C, No, Ext): (503) 293-8325 FAX (A/C, No): (503) 293-5418
E-MAIL ADDRESS: ksolberg@jdfulwiler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability	
INSURER B: Evanston Insurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Foote Sports Productions Inc.
6441 SW Canyon Court, Suite 260
Portland OR 97221

COVERAGES **CERTIFICATE NUMBER:** 2015-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT X LOC	X		1000106806	7/15/2015	7/15/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			1000106806	7/15/2015	7/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOBW5676315	7/15/2015	7/15/2016	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are named as additional insured but only with respect to liability arising out of the operations of the named insured during the policy period. Relay race activities - Hood To Coast Relay & Portland To Coast Walk, per endorsement attached.

CERTIFICATE HOLDER

Columbia County
230 Strand Rm 318
St. Helens, OR 97051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristina Solberg/KSOL

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INS025 (2010/05)01 The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 1000106806

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Columbia County 230 Strand Rm. 381 St. Helens, Oregon 97051
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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PUBLIC ROAD EVENT PERMIT APPLICATION

(Please type or print clearly and submit with application fee of $10 for small events, $50 for large events (300 or more participants))

Date: April 22, 2015

Name of Event: Hood To Coast Relay, Portland To Coast Walk Relay, Portland To Coast High School Challenge Relay

Sponsor: Foote Sports Productions, Inc.

Type of Event: Long distance running and walking relays

Purpose of Event: Athletic event

Date of Event: 8/28/15-8/29/15 Beginning Time: 7:00am 8/28/15

Expected Number of Participants: 1,500 Ending Time: 1:30pm 8/29/15

Location of Assembly Area(s): n/a

Assembly Beginning Time: n/a

Number of Volunteers: 3,600 entire course #/Type of Support Vehicles: 750

Route: ***Submit a map with the route clearly drawn. Indicate starting point, direction and ending point. Also include plans for rest stops, first aid stations, support vehicles, etc.***

Name of Applicant Felicia Hubber

Address 6441 SW Canyon Court, #260, Portland, OR 97221

Work Phone 503-522-5518 Home Phone (cell) E-mail felicia@htcrelay.com

Contact Person (other than applicant) Robert Foote Jr.

Address 6441 SW Canyon Court, #260, Portland, OR 97221

Work Phone 503-860-8413 Home Phone 503-292-1902 E-mail robert@htcrelay.com

Chair/President (for athletic events) Felicia Hubber

Address (same as above)

Work Phone (same) Home Phone (same) E-mail (same)

Previous Experience This will be the 34th year producing the relay events

By signing this application, sponsor agrees to all terms and conditions set forth in the Public Road Event Ordinance, and any special conditions listed in the Permit, if this application is accepted and a Permit is issued by the County.

RETURN TO:

Natural Resources Administrator
Columbia County Courthouse
230 Strand, Room 318
St. Helens, Oregon 97051
503.397.3839 (O)
503.366.3925 (Fax)
zemaitc@co.columbia.or.us

__Hood To Coast/Portland To Coast Relays_
(Name of Sponsor)

By: Felicia Hubber
(Signature of Authorized Agent)

For Use By County:

Application Received _____

Application Fee Paid $ _____

Permit Issued _____

Insurance Certificate Received _____

Indemnity Agreement Signed _____

Deposit Received: $ _____

2015 Hood To Coast and Portland To Coast
Projected Exchange Open and Close Schedule

Exch. #	Exch. Leader to arrive	Equip. truck to arrive	First walker to arrive	First Vol. shift opens	Last walker to leave	First runner to arrive	Last runner to leave	Last Vol. shift ends	Sweep truck to close exch.	Begin Leap-Frogging
1	Fri 4:45 AM	Fri 5:00 AM		Fri 6:00 AM		Fri 7:12 AM	Fri 7:26 PM	Fri 8:15 PM	Fri 8:00 PM	
2	Fri 6:00 AM	Fri 6:15 AM		Fri 7:15 AM		Fri 8:00 AM	Fri 8:10 PM	Fri 9:00 PM	Fri 8:45 PM	
3	Fri 6:30 AM	Fri 6:45 AM		Fri 7:45 AM		Fri 8:28 AM	Fri 8:36 PM	Fri 9:30 PM	Fri 9:15 PM	
4	Fri 7:30 AM	Fri 7:45 AM		Fri 8:45 AM		Fri 9:38 AM	Fri 9:43 PM	Fri 10:30 PM	Fri 10:15 PM	
5	Fri 8:00 AM	Fri 8:15 AM		Fri 9:15 AM		Fri 10:10 AM	Fri 10:14 PM	Fri 11:00 PM	Fri 10:45 PM	
6	Fri 9:00 AM	Fri 9:15 AM		Fri 10:15 AM		Fri 11:03 AM	Fri 11:03 PM	Sat 12:00 AM	Fri 11:45 PM	
7	Fri 9:45 AM	Fri 10:00 AM		Fri 11:00 AM		Fri 11:51 AM	Fri 11:49 PM	Sat 12:45 AM	Sat 12:30 AM	
8	Fri 10:30 AM	Fri 10:45 AM		Fri 11:45 AM		Fri 12:27 PM	Sat 12:22 AM	Sat 1:15 AM	Sat 1:00 AM	
9	Fri 11:15 AM	Fri 11:30 AM		Fri 12:30 PM		Fri 1:20 PM	Sat 1:13 AM	Sat 2:00 AM	Sat 1:45 AM	
10	Fri 12:00 PM	Fri 12:15 AM		Fri 1:15 PM		Fri 2:00 PM	Sat 1:50 AM	Sat 2:45 AM	Sat 2:30 AM	
11	Fri 12:30 PM	Fri 12:45 PM		Fri 1:45 PM		Fri 2:37 PM	Sat 2:26 AM	Sat 3:15 AM	Sat 3:00 AM	
12	Fri 1:00 PM	Fri 1:15 PM		Fri 2:15 PM		Fri 3:01 PM	Sat 2:48 AM	Sat 3:45 AM	Sat 3:30 AM	
13	Fri 1:15 AM	Fri 1:30 AM	Fri 3:16 AM	Fri 2:30 AM	Fri 11:09 AM	Fri 3:57 PM	Sat 3:41 AM	Sat 4:30 AM	Sat 4:15 AM	
14	Fri 2:45 AM	Fri 3:00 AM	Fri 4:40 AM	Fri 4:00 AM	Fri 12:48 PM	Fri 4:45 PM	Sat 4:27 AM	Sat 5:15 AM	Sat 5:00 AM	
15	Fri 4:15 AM	Fri 4:30 AM	Fri 6:19 AM	Fri 5:30 AM	Fri 2:43 PM	Fri 5:42 PM	Sat 5:20 AM	Sat 6:15 AM	Sat 6:00 AM	
16	**Fri 5:00 AM**	**Fri 5:15 AM**	**Fri 7:16 AM**	**Fri 6:15 AM**	**Fri 3:50 PM**	**Fri 6:13 PM**	**Sat 5:50 AM**	**Sat 6:45 AM**	**Sat 6:30 AM**	
17	**Fri 6:45 AM**	**Fri 7:00 AM**	**Fri 8:55 AM**	**Fri 8:00 AM**	**Fri 5:46 PM**	**Fri 7:09 PM**	**Sat 6:42 AM**	**Sat 7:30 AM**	**Sat 7:15 AM**	
18	**Fri 7:45 AM**	**Fri 8:00 AM**	**Fri 10:06 AM**	**Fri 9:00 AM**	**Fri 7:09 PM**	**Fri 7:48 PM**	**Sat 7:20 AM**	**Sat 8:15 AM**	**Sat 8:00 AM**	
19	**Fri 9:00 AM**	**Fri 9:15 AM**	**Fri 11:26 AM**	**Fri 10:15 AM**	**Fri 9:43 PM**	**Fri 8:34 PM**	**Sat 8:03 AM**	**Sat 9:00 AM**	**Sat 8:45 AM**	
20	**Fri 10:15 AM**	**Fri 10:30 AM**	**Fri 12:46 PM**	**Fri 11:30 AM**	**Fri 10:18 PM**	**Fri 9:18 PM**	**Sat 8:46 AM**	**Sat 9:45 AM**	**Sat 9:30 AM**	
21	**Fri 11:30 AM**	**Fri 11:45 AM**	**Fri 1:55 PM**	**Fri 12:45 PM**	**Fri 11:37 PM**	**Fri 9:57 PM**	**Sat 9:22 AM**	**Sat 10:15 AM**	**Sat 10:00 AM**	
22	**Fri 1:00 PM**	**Fri 1:15 PM**	**Fri 3:29 PM**	**Fri 2:15 PM**	**Sat 1:27 AM**	**Fri 10:50 PM**	**Sat 10:12 AM**	**Sat 11:00 AM**	**Sat 10:45 AM**	
23	**Fri 2:00 PM**	**Fri 2:15 PM**	**Fri 4:26 PM**	**Fri 3:15 PM**	**Sat 2:35 AM**	**Fri 11:22 PM**	**Sat 10:43 AM**	**Sat 11:30 AM**	**Sat 11:15 AM**	
24	**Fri 3:00 PM**	**Fri 3:15 PM**	**Fri 5:34 PM**	**Fri 4:15 PM**	**Sat 3:53 AM**	**Sat 12:01 AM**		**Sat 12:00 PM**	**Sat 1:10 PM**	**Sat 11:00 AM**
25	Fri 3:45 PM	Fri 4:00 PM	Fri 6:23 PM	Fri 5:00 PM	Sat 4:50 AM	Sat 12:30 AM		Sat 12:30 PM	Sat 1:20 PM	**Sat 11:30 AM**
26	Fri 5:00 PM	Fri 5:15 PM	Fri 7:43 PM	Fri 6:15 PM	Sat 6:27 AM	Sat 1:16 AM		Sat 1:45 PM	Sat 1:30 PM	**Sat 12:45 PM**
27	Fri 6:15 PM	Fri 6:30 PM	Fri 9:04 PM	Fri 7:30 PM	Sat 8:00 AM	Sat 1:59 AM		Sat 2:00 PM	Sat 1:45 PM	**Sat 1:00 PM**
28	Fri 7:00 PM	Fri 7:15 PM	Fri 10:02 PM	Fri 8:15 PM	Sat 9:08 AM	Sat 2:32 AM		Sat 2:45 PM	Sat 2:30 PM	**Sat 1:45 PM**
29	Fri 8:30 PM	Fri 8:45 PM	Fri 11:27 PM	Fri 9:45 PM	Sat 10:46 AM	Sat 3:19 AM		Sat 3:30 PM	Sat 3:15 PM	**Sat 2:30 PM**
30	Fri 4:15 PM	Fri 10:00 PM	Sat 12:40 AM	Fri 4:45 PM	Sat 12:13 PM	Sat 4:00 AM		Sat 4:15 PM	Sat 4:00 PM	**Sat 3:15 PM**
31	Fri 10:30 PM	Fri 10:45 PM	Sat 1:34 AM	Fri 11:45 PM	Sat 1:17 PM	Sat 4:32 AM		Sat 4:45 PM	Sat 4:30 PM	**Sat 3:45 PM**
32	Fri 11:15 PM	Fri 11:30 PM	Sat 2:31 AM	Sat 12:30 AM	Sat 2:23 PM	Sat 5:03 AM		Sat 5:15 PM	Sat 5:00 PM	**Sat 4:15 PM**
33	Sat 1:00 AM	Sat 1:15 AM	Sat 4:18 AM	Sat 2:15 AM	Sat 4:27 PM	Sat 6:03 AM		Sat 6:30 PM	Sat 6:15 PM	**Sat 5:30 PM**
34	Sat 1:45 AM	Sat 2:00 AM	Sat 5:04 AM	Sat 3:00 AM	Sat 5:22 PM	Sat 6:29 AM		Sat 7:15 PM	Sat 7:00 PM	**Sat 6:00 PM**
35	Sat 3:30 AM	Sat 3:45 AM	Sat 6:42 AM	Sat 4:45 AM	Sat 7:17 PM	Sat 7:24 AM		Sat 8:30 PM	Sat 8:15 PM	**Sat 7:00 PM**
FIN			Sat 7:55 AM		Sat 8:42 PM	Sat 8:05 AM				Sat 7:45 PM

* **Sweep Truck** SHOULD NOT CLOSE exchanges 24-35 any earlier than the times indicated for closing. If a team is seen to be on the course and behind this exchange closing time, they should be told by the Sweep Truck that because the team has now fallen behind the course closing schedule, the team will not finish the race by the deadline of 9:00 PM, which has been imposed by the city of Seaside. The Sweep Truck should tell the team that they are being asked to Leap-Frog two or three runners to help move them up the course back ahead of the closing schedule. The Sweep Truck driver should print their last name and place a large red dot in the top right corner of the team's official Scoring Sheet. Next, a Leap-Frog instructions card should be given to the team.

LEG 16

VAN 1 — 3.78 Mi. - Easy

LEG DESCRIPTION: Gently rolling terrain on paved shoulder along Highway 30.

EXCH. ADDRESS: 33700 SE High School Way, Scappoose, OR 97056
(Scappoose High School)

GPS: Latitude N 45°44'57.82" Longitude W 122°52'37.73"

- **RUNNERS TO RUN ALONG RIGHT SIDE OF HWY 30 WITH THE VAN TRAFFIC (UP TO SIGNAL LIGHT (HWY 30/High School Way) just past Exch. 16, then cross to left side at signal and continue straight for proceeding Leg 17.**

DRIVER NOTES:

Van parking at Scappoose High School parking lot on right.

Last stop for gas and provisions at/near Exchange 17 (Hwy 30/St. Helens). No fuel after Leg 18.

VANS MUST NOT STOP ON SHOULDER OF HWY 30!

DIRECTIONS EX #15 - EX #16:

0.00 Exchange #15 / Weigh Station
↑ 0.84 Rocky Point Road / HWY #30
↑ 2.51 Bonneville Dr/Johns Landing Rd
↑ 3.21 Havlik Drive / HWY #30
↑ 3.78 **Exchange #16 @ Scappoose High School** (just south of traffic light @ High School Rd/Walnut St)

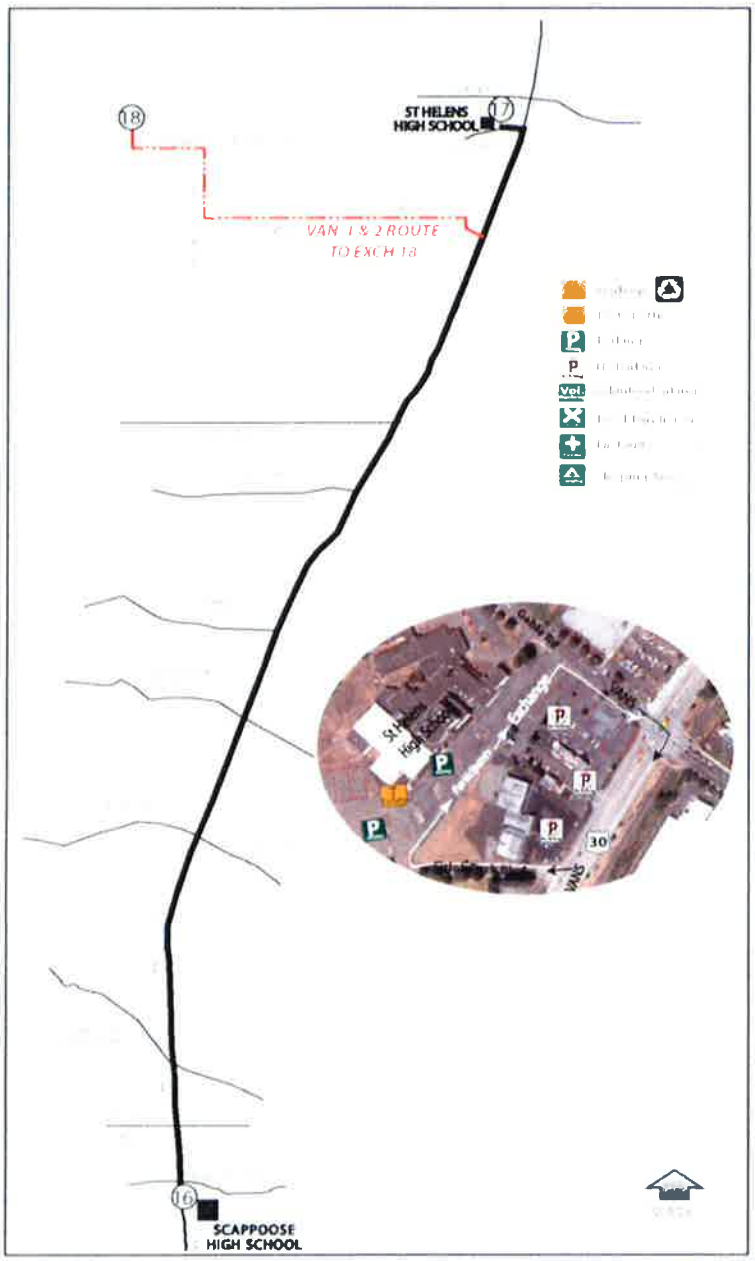
Highly encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).

VAN 1 — 7.68 Mi.- Moderate

LEG 17

LEG DESCRIPTION: Basically flat terrain on paved shoulder along HWY 30.

EXCH. ADDRESS: 2375 Gable Road, St. Helens, OR 97051 (St. Helens High School)
GPS: Latitude N 45°50'55.46" **Longitude W** 122°50'0.38"



- **From Exch. 16, runners cross with light at High School Way/Walnut St crosswalk ONLY. Then proceed north on left sidewalk of HWY 30, facing traffic.**

- **From Exch. 17, runners continue north on left sidewalk of HWY 30 to Pittsburgh Rd (see Leg 18 directions).**

DRIVER NOTES:

- **Do not stop on side of HWY 30 near Exch. 17 to drop off or pick up teammates!**
INTO VAN PARKING: turn left at 'Firlock Park Blvd' and proceed to parking directly on right in St Helens High School parking lot

- **FROM EXCH 17 PARKING TO EXCH 18:** turn right at north end of Exch 17 parking lot onto 'Gable Rd' to stoplight and go right (south), back on HWY 30 to Millard Rd. Take a right on Millard Rd and continue to S. Bachelor Flat Rd. Take a right and continue to Bachelor Flat/Saulser Rd (take a left) and continue straight to Exch 18.

Please keep noise down as you drive to Exch. 18 (10pm-7am)! Thanks!

Showers, pancake/food fundraiser at St. Helens High School! (Exch 17)

RUNNER DIRECTIONS EX #16 - EX #17:

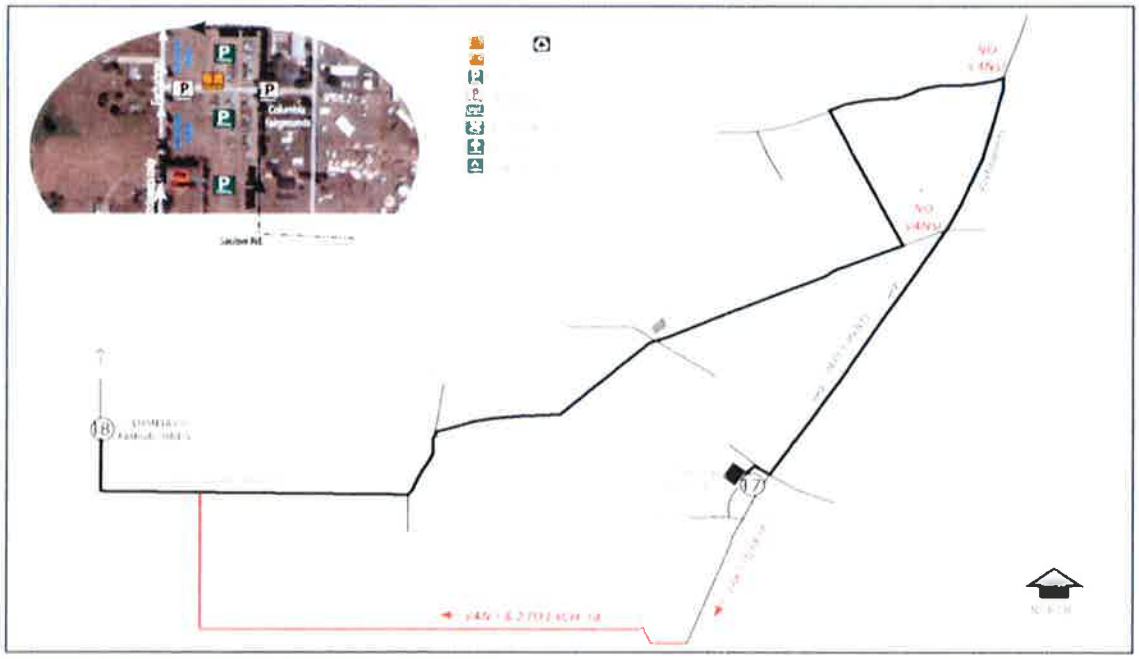
0.00 Exchange #16 @ Scappoose High School / HWY 30
← 0.04 High School Way/Walnut St/HWY 30
↑ 0.96 Scappoose Vernonia HWY / HWY 30
↑ 2.16 Wikstrom Road/W Lane Rd / HWY 30
↑ 3.03 Fullerton Road / HWY 30
↑ 4.58 Berg Road / HWY 30
↑ 6.63 Millard Rd / HWY 30
← 7.36 Frank Park Rd / HWY 30
7.68 St Helens High School, Exch #17 @ Gable Rd/HWY 30

LEG 18

VAN 1 & VAN 2 (major van exchange) 5.23 Mi. - Hard

LEG DESCRIPTION: Flat and gradual uphill terrain on hwy and paved back country roads

EXCH. ADDRESS: 58892 Saulser Road St. Helens, 97051 (Columbia Co. Fairgrounds)
GPS: Latitude N 45°51'1.98" **Longitude W** 122°52'20.30"



DRIVER NOTES FROM EX #17 - EX #18:

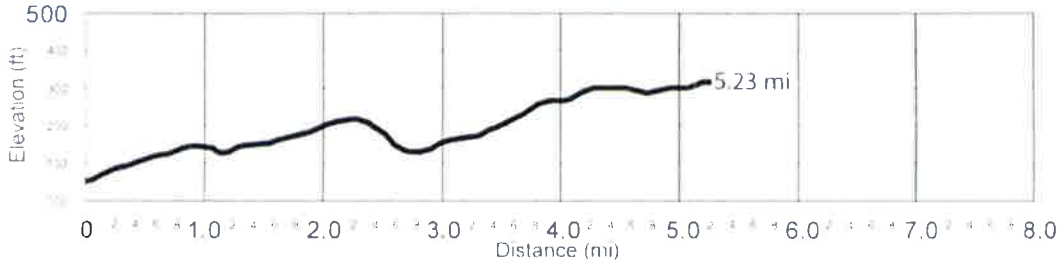
VAN 1: from Exch 17 turn **right** from north end of Exch parking lot onto 'Gable Rd' to stoplight and go **right** (south) back on HWY 30 to Millard Rd (0.79 mi south). Take a right on Millard Rd and continue to S. Bachelor Flat Rd. Take a **right** and continue on to Bachelor Flat Rd/Saulser Rd. Take a **left**, and continue straight to Exchange 18. **(See Van Route on Leg 17 or Leg 18 map). Don't stop within 500 ft. of exchange.**
VAN 2: **(0.79 miles BEFORE EXCH 17)** on HWY 30, turn **left** on Millard Rd. Continue 1.48 miles and turn **right** onto S. Bachelor Flat Rd. Continue another .50 miles and turn **left** on Bachelor Flat Rd/Saulser Rd and proceed to Exch 18. **Van parking in Columbia Co. Fairgrounds (See Van Route on Leg 17 or Leg 18 map)**

Exch 18 sleeping only permitted in designated, roped off sleeping areas. Tents ARE allowed! **DQ possible if found sleeping on ground in general Exch. parking area.**

Keep noise down (quiet neighborhood) 10pm - 7am. No provisions next 20 miles.

RUNNER DIRECTIONS EX #17-EX#18:

0.00 St Helens High School/Ex 17 @ Gable Rd. near HWY 30
↑ 0.49 Sykes Rd/HWY 30
← 1.71 HWY 30/Pittsburgh Rd
← 2.02 Pittsburgh Rd/Sunset Blvd
→ 2.48 Sunset Blvd/Columbia Blvd
↑ 3.30 Columbia Blvd/Sykes Rd
→ 3.62 Columbia Blvd/Gable Rd/Bachelor Flat Rd
← 3.98 Bachelor Flat Rd/Gable Rd/Summit View Drive
→ 4.19 Bachelor Flat Rd. continues to curve to right. (near Ross Rd)
5.23 Columbia Co. Fairgrounds Exch. 18 @ Saulser Rd



LEG 19

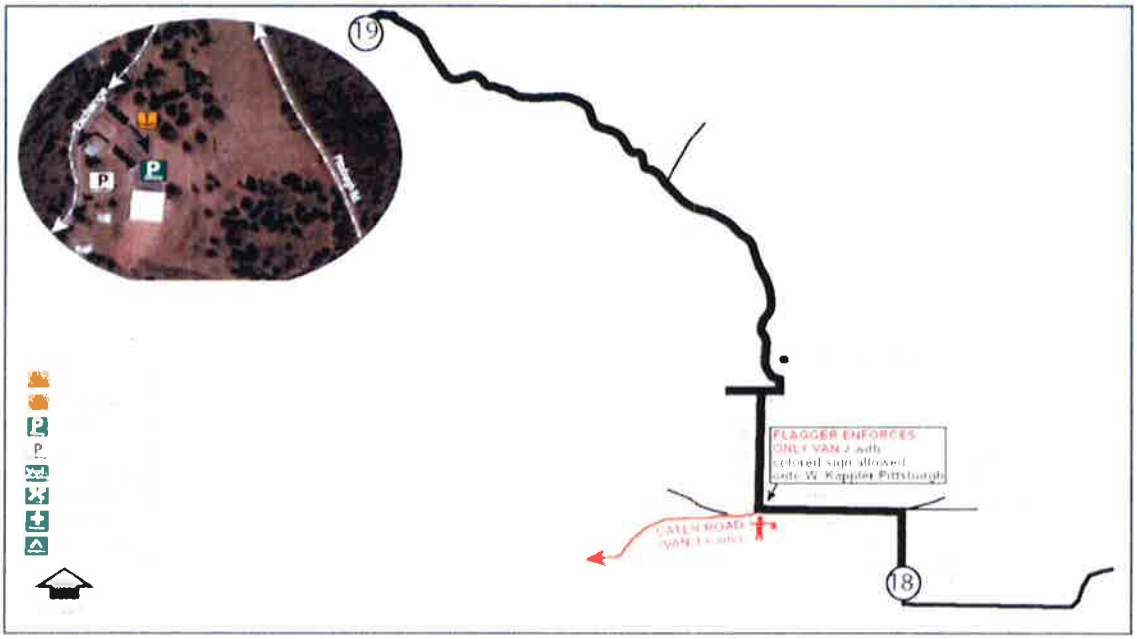
VAN 2

5.89 Mi. - Very Hard

LEG DESCRIPTION: Long leg over challenging up and down hills on paved back country roads. **Cell phone coverage unreliable until after Leg 32**

EXCH. ADDRESS: 30732 Pittsburgh Road St. Helens, OR 97051

GPS: Latitude N 45°54'5.45" **Longitude W** 122°56'2.12"



DRIVER NOTES:

IMPORTANT: ONLY VAN 2 WITH THE COLORED "RACE VEHICLE" SIGN IS ALLOWED TO PROCEED ALONG THE RACE COURSE BETWEEN EXCHANGES #18 AND #23

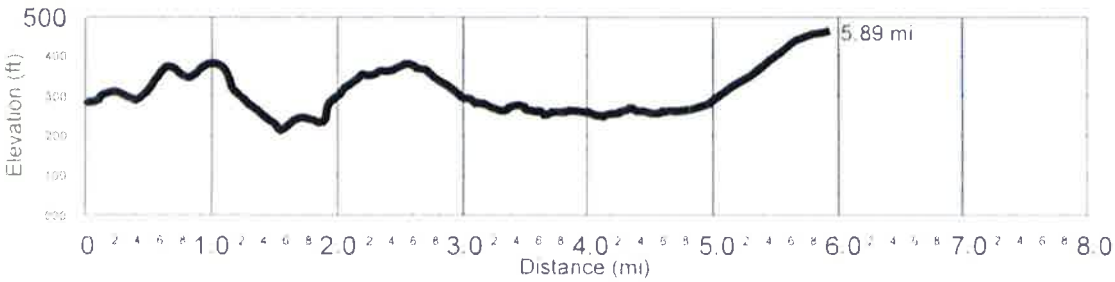
- Exchange is on the left side of road.
- **Van parking in field on left. No vans on right side of the road near Exchange, or blocking other neighbor driveways.**

No gas/provisions on this leg. **Cell phone coverage becomes unreliable.**

LEGS 19-35: Encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am)!

DIRECTIONS EX #18 - EX #19:

0.00 Columbia County Fairground Exchg. #18 @ Saulser Rd
← 0.37 Saulser / E. Kappler / Sykes Road
→ 1.14 Sykes / W. Kappler Road
→ 1.88 W. Kappler / Brinn Road
← 1.90 Brinn / Pittsburgh Road (Yankton School)
↑ 2.70 Pittsburgh / Gensman Road
5.89 Exchange #19 @ Pittsburgh Road



VAN 2

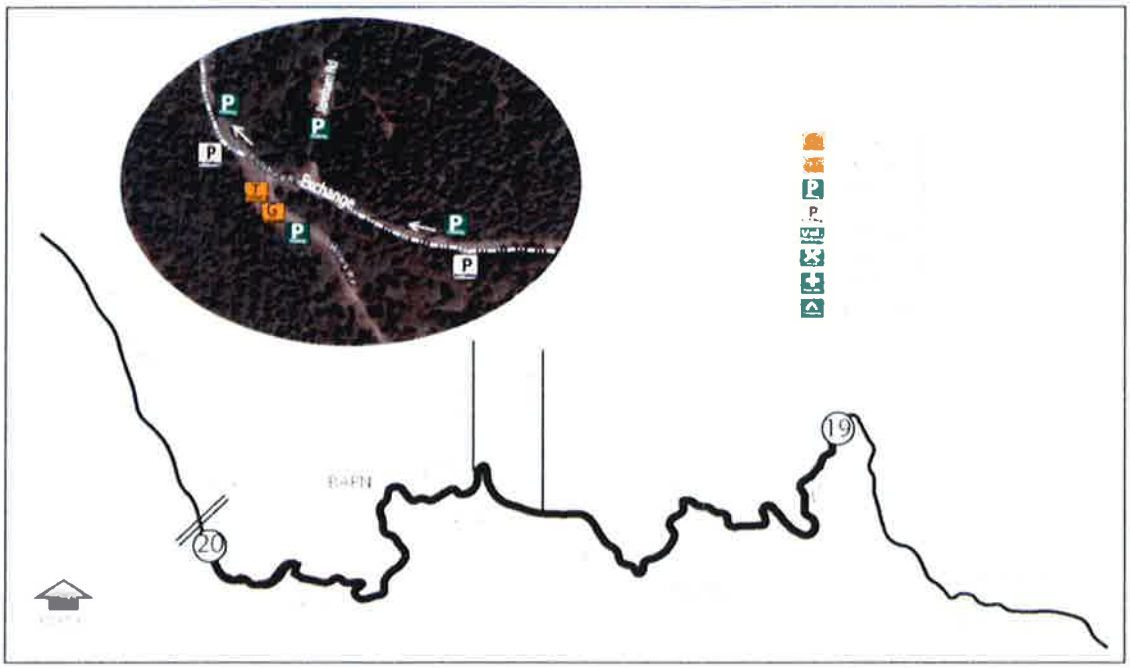
5.75 Mi.- Very Hard

LEG 20

LEG DESCRIPTION: Very challenging up and downhills on partially paved and gravel back country roads.

EXCH. ADDRESS: 9.75 mi on Pittsburgh Rd (near Janshaw Rd). St. Helens, 97051

GPS: Latitude N 45°53'26.73" **Longitude W** 122°59'50.38"



DRIVER NOTES:

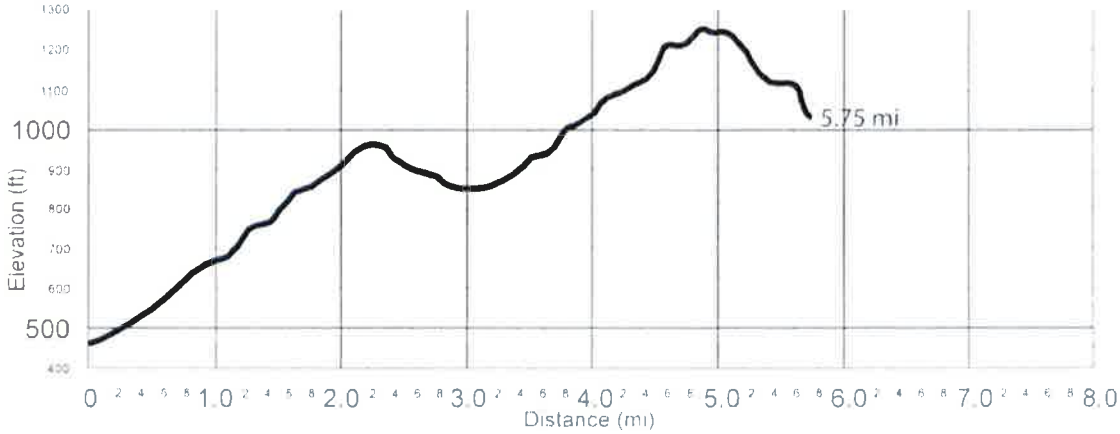
IMPORTANT: ONLY VAN 2 WITH COLORED SIGN ALLOWED.

Do not drop off runner near exchange (causes immediate back-up). Van parking on Willark Rd. (side road) to the left of Exchange. Recommend only Leg 20/21 participants out at this tight exchange.

No provisions available. Cell phone communication unlikely from legs #20-32. A bandana or scarf is recommended to ease breathing due to dust on gravel road.

DIRECTIONS EX #19 - EX #20:

0.00 Exchange #19 on Pittsburgh Road
↑ 3.03 Gravel section begins
↑ 3.90 Large barn on right
5.75 Exchange #20 on Pittsburgh Road



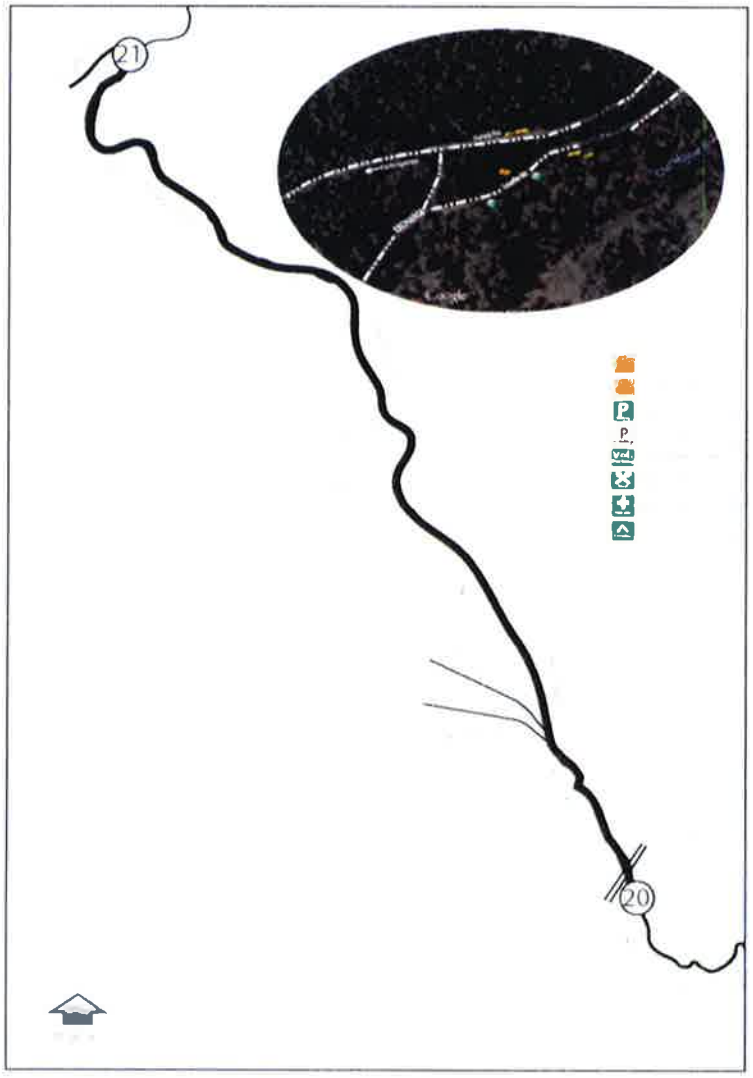
LEG 21

VAN 2

5.06 Mi. - Moderate

LEG DESCRIPTION: Flat, slightly downhill terrain near a creek on gravel back roads.

EXCH. ADDRESS: (4.7 miles) on Schaffer Road Vernonia, OR 97064
GPS: Latitude N 45°56'44.10" **Longitude W** 123° 2'37.09"



DRIVER NOTES:

IMPORTANT:
ONLY VAN 2 WITH COLORED SIGNS ALLOWED.

Do not drop off runner near exchange (causes immediate back-up).

Van parking on right side of Schaffer Road beyond exchange. Vans must park and leave access to road open and unblocked. Do not block Camp Emerald Forest's drive. Vans to proceed on Schaffer Road and turn left onto Apiary Rd. (Oak Ranch Road) where they will join participants on their leg.

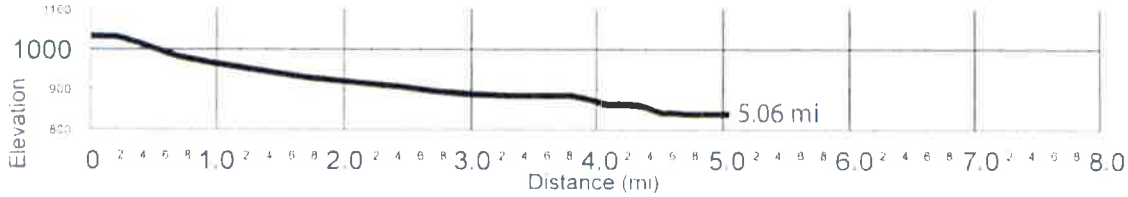
****A bandana or scarf is recommended to ease breathing due to dust on gravel road. (Very dark during night run).**

No provisions available on this leg.

DIRECTIONS EX #20 - EX #21:

0.00 Exchange #20 on Pittsburgh Road
→ 0.30 Camp Emerald Forest sign (3-prong fork in road - take far right fork onto Schaffer Road)
↑ 2.00 Blue gate on left
↑ 2.28 House on left near creek (many old cars)
5.06 Exchange #21 on Schaffer Road

Encouraged to wear high visibility clothing (no dark colors), and for non participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am)



VAN 2

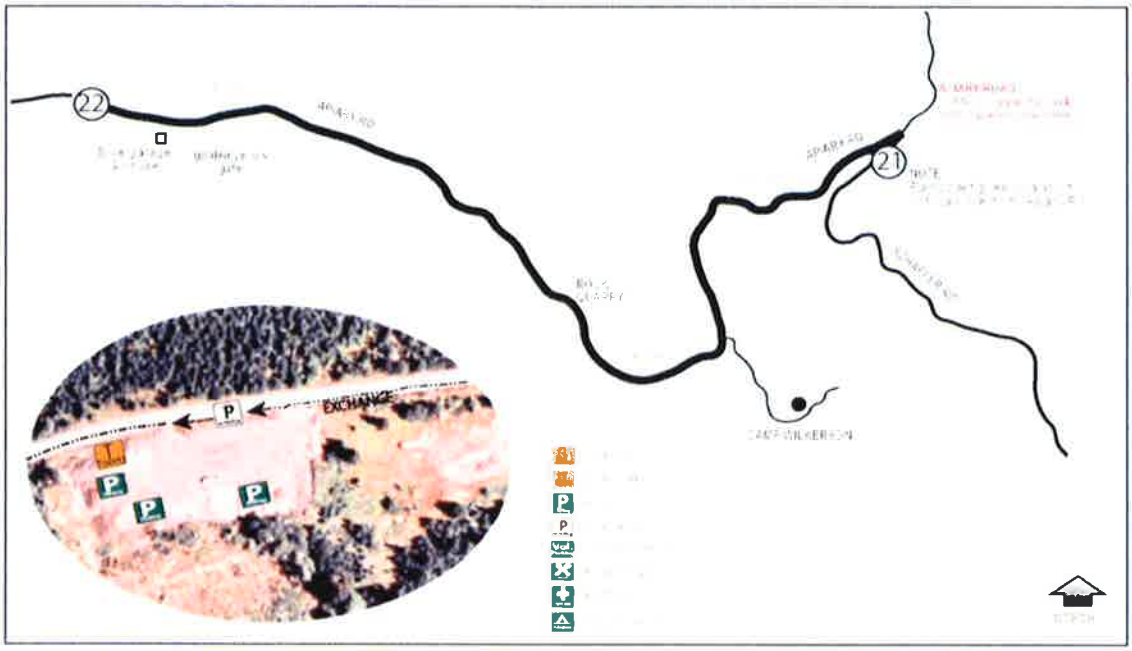
6.70 Mi.- Hard

LEG 22

LEG DESCRIPTION: Gradual up and downhills on paved but narrow back country roads.

EXCH. ADDRESS: 20380 Apiary Road Vernonia, OR 97064

GPS: Latitude N 45°56'57.53" **Longitude W** 123° 8'55.55"



DRIVER NOTES:

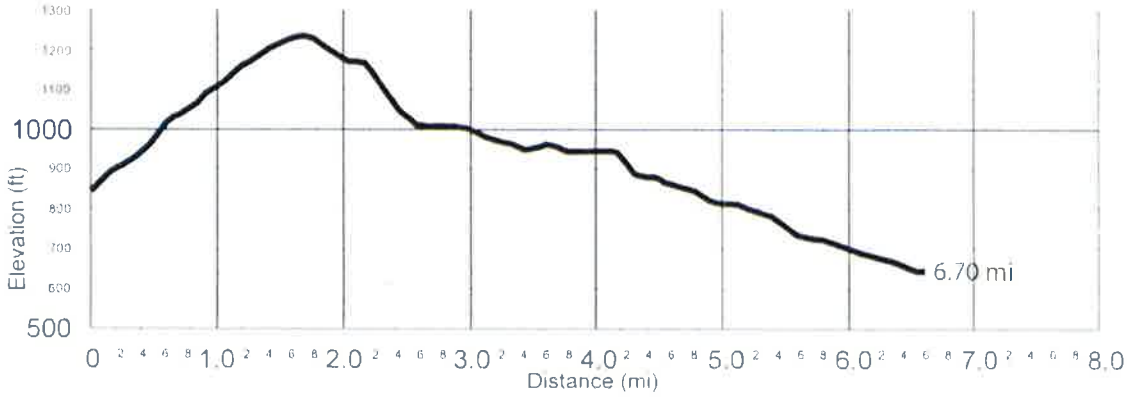
IMPORTANT:

ONLY VAN 2 WITH COLORED SIGN ALLOWED.

- Van parking in the large field on the left side of the road.
- Participant must be aware of potentially fast moving non-race traffic on this leg.
- Watch your footing! Some uneven terrain at Exchange 22.

DIRECTIONS EX #21 - EX #22:

0.00 Exchange #21 on Schaffer Road
← 0.03 Schaffer Spur Road / Apiary Road
↑ 1.67 Wilkerson County Park
↑ 3.77 Rock quarry on right
↑ 4.57 Golden-yellow gate on left
↑ 6.57 Small blue house and garage on left
6.70 Exchange #22 on Apiary Rd



LEG 23

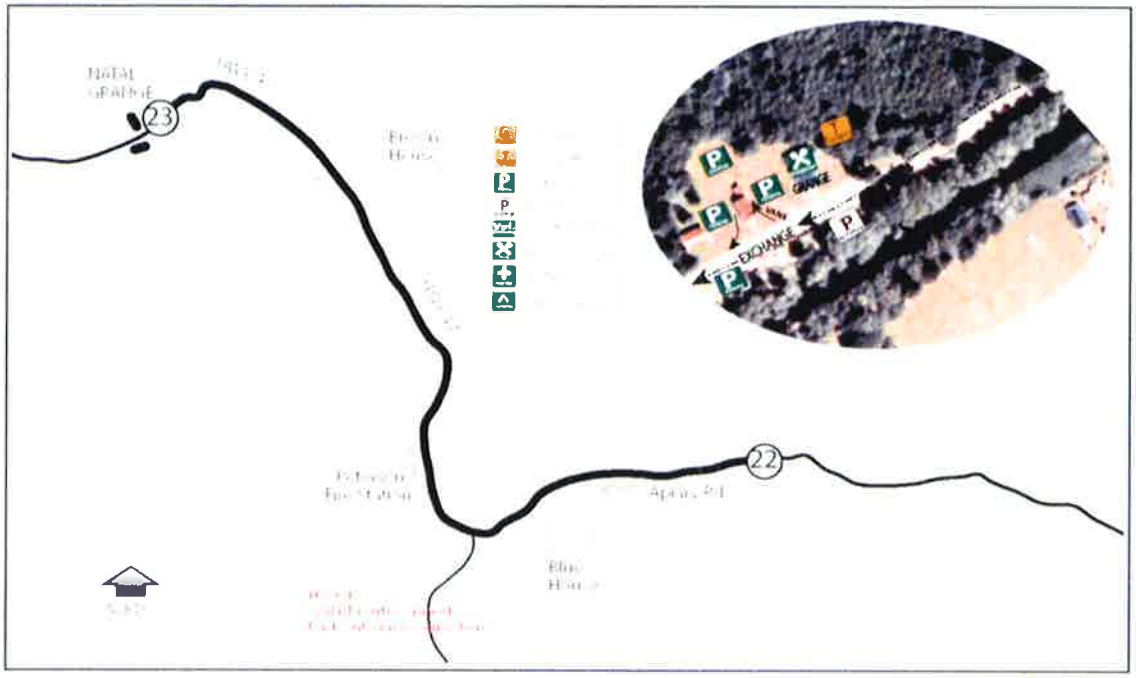
VAN 2

4.23 Mi. - Easy

LEG DESCRIPTION: Basically flat terrain on narrow country roads with minimal shoulder.

EXCH. ADDRESS: (From right turn onto Hwy 47) continue 3.36 miles on Hwy 47/Nehalem Hwy to Exchange. 67528 Nehalem Hwy N, Vernonia, OR 97064

GPS: Latitude N 45°58'31.23" **Longitude W** 123°11'47.94"



DRIVER NOTES:

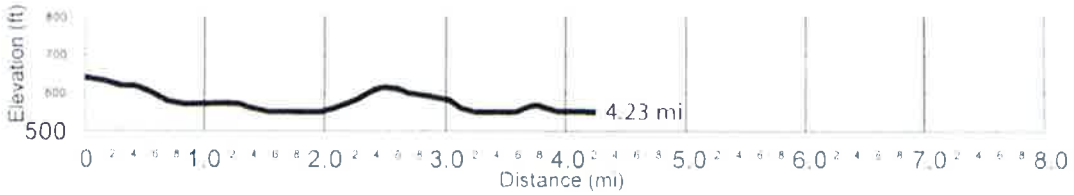
IMPORTANT:

ONLY VAN 2 WITH COLORED SIGN ALLOWED.

- Van parking at Natal Grange and across street in hay field (67583 Ne -halem Hwy N) as instructed by volunteers.
- Refreshments/breakfast fundraiser at Natal Grange!
- Don't stop before parking to drop off runner (immediately creates congestion).

DIRECTIONS EX #22 - EX #23:

0.00 Exchange #22 on Apiary Rd
→ 0.76 Apiary Road / HWY 47 (Nehalem Hwy)
↑ 0.99 Peterson Station (fire station) on left
↑ 3.45 Blue house on right
4.23 Natal Grange Exchange #23 @ HWY 47



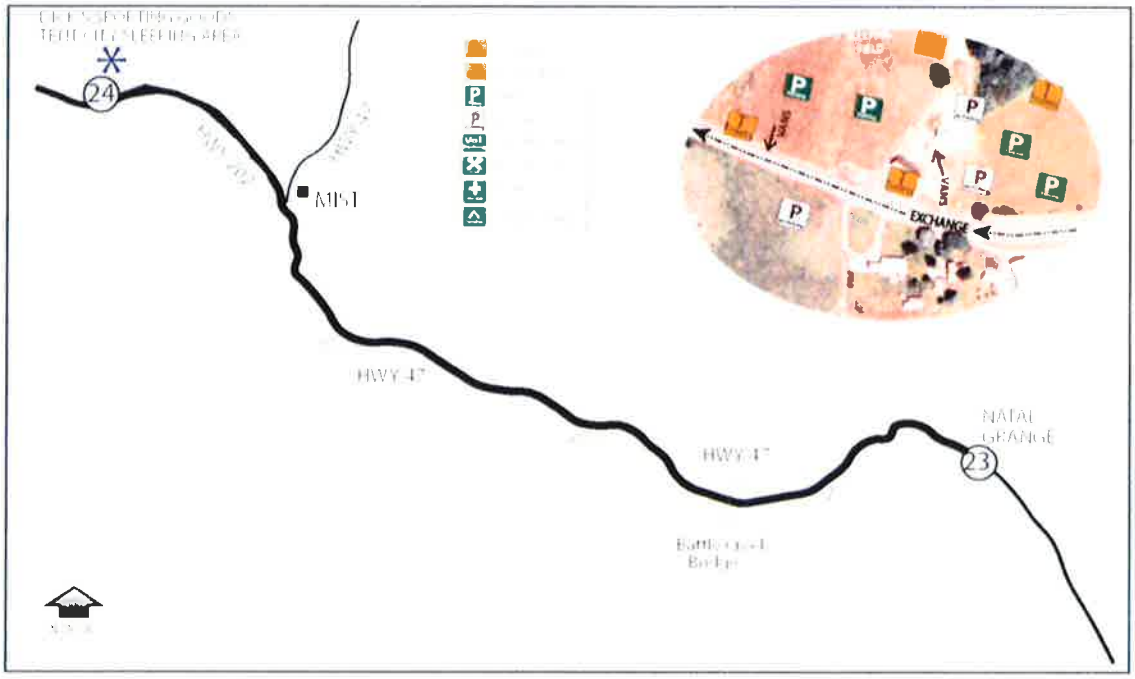
VAN 2 & VAN 1 (major van exchange) 4.87 Mi.- Easy

LEG 24

LEG DESCRIPTION: Flat terrain along Nehalem River and through pastoral setting on Hwy 47 and Hwy 202.

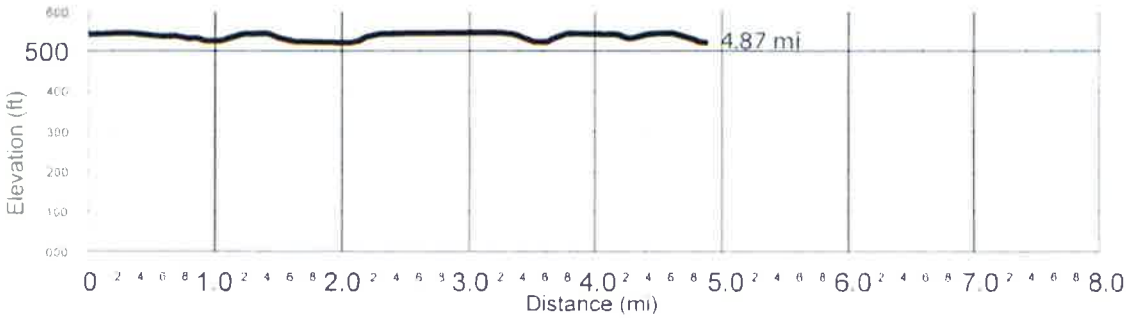
EXCH. ADDRESS: 13950 Hwy 202 Birkenfeld, OR 97016 m.p. 44.9

GPS: Latitude N 46° 0'10.11" **Longitude W 123°16'42.85"**



DRIVER NOTES:

- Van parking in two large fields along the right side of the road.
- **Don't drop off runners within 500 ft. of exchange** (immediately creates congestion).
- Two large open Sleeping Areas are provided. **(Risk Disqualification for not sleeping in designated area). Tents ARE allowed here.**
- Encouraged to wear high vis clothing (no dark colors), and for team mates outside van to wear reflective vest & LED flasher (6pm-9am)

DIRECTIONS EX #23 - EX #24:

0.00 Natal Grange Exchange #23 @ Highway 47
↑ 0.83 Country Museum on left
↑ 1.15 Battle Creek Bridge
↑ 3.55 Nehalem Valley Automotive/ Mist
↑ 3.66 Highway 47 / 202
4.87 Mist Exchange #24 @ HWY 202 (NO GAS!)