



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, May 6, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PROCLAMATIONS

HEALTH AND HUMAN SERVICES

1. Consider approval of a proclamation designating the month of May 2026 as Mental Health Awareness Month in Marion County. –Laura Sprouse, Kelly Martin, and Valerie Geer, Community Outreach Chaplain, Family YMCA of Marion and Polk Counties.

HEALTH AND HUMAN SERVICES, JUVENILE DEPARTMENT, AND SHERIFF'S OFFICE

2. Consider approval of a proclamation designating the week of May 6-12, 2026, as Nurses Week in Marion County. –Carol Heard, Heath Barker, Lauri Beagle, Michael Jackson, Mary Courser, Emily Heleman, Marion County Health and Human Services; Lana Harrington, Marion County Juvenile Department; and Corissa Broadus, Marion County Sheriff's Office

SHERIFF'S OFFICE

3. Consider approval of a proclamation designating the week of May 3-9, 2026, as National Corrections Professionals Week in Marion County. –Commander Jacob Ramsey

CONSENT

BUSINESS SERVICES

4. Approve Amendment #5 to the Lease Agreement with Pioneer Trust Bank, N.A., Trustee for the Salem Foundation, to add \$30,784.76 for a new agreement total of \$1,030,290.90 to extend the lease for office space at 3867 Wolverine NE, Building F, in Salem, Oregon, through October 31, 2026.

5. Approve Amendment #5 to the Lease Agreement with Pioneer Trust Bank, N.A., Trustee for the Salem Foundation, to add \$39,149.92 for a new agreement total of \$1,320,582.27 to extend the lease for office space at 3876 Beverly Avenue NE, Building G, in Salem, Oregon, through October 31, 2026.

6. Approve Amendment #5 to the Lease Agreement with Pioneer Trust Bank, N.A., Trustee for the Salem Foundation, to add \$33,555.36 for a new agreement total of \$879,823.84 to extend the lease for office space at 3878 Beverly Avenue NE, Building H, in Salem, Oregon, through October 31, 2026.

COMMUNITY AND ECONOMIC DEVELOPMENT

7. Approve the Economic (ECON) – Tourism Marketing and Destination Development Services Grant Agreement with Travel Salem to provide lottery funds in the not-to-exceed amount of \$150,000 to support tourism marketing in Marion County retroactive to July 1, 2025, through June 30, 2026.

HEALTH AND HUMAN SERVICES

8. Approve Amendment #1 to the Interdepartmental Agreement with the Marion County District Attorney’s Office to add \$115,000 for a new agreement total of \$219,594 and extend the term date to June 30, 2027, for one 0.5 Full Time Equivalent (FTE) attorney to manage mental health cases including but not limited to aid and assist cases for jail diversion programs.

Revised 5/6/2026: Motion made and approved to remove this item from the agenda.

9. Approve Amendment #1 to the Interdepartmental Agreement with the Marion County Sheriff’s Office to add \$200,000 for a new agreement total of \$541,124 and extend the term date to June 30, 2027, for one parole and probation deputy to oversee the community restoration monitoring of individuals who are unable to aid and assist in their own defense.

HUMAN RESOURCES

10. Approve the recommendation to update the classification and uphold the pay grade for class codes #159, Shelter Manager; #163, Communication Coordinator; #165, Community Development Block Grant (CDBG) and HOME Program Manager; #314, Engineering Division Manager; #346, Environmental Services Operations Supervisor; #354, Environmental Services Division Manager; #375, Building and Planning Division Manager; #398, Wastewater Operator 1; #399, Wastewater Operator 2; #402, Medium Equipment Operator; #412, Road Operations Supervisor; #422, Public Works Operations Division Manager; #446, Ferry Operator Relief; #447, Ferry Operator; #475, Facilities Analyst; and #665, Administration Division Manager; and update the classification and adjust the pay grade upward for class codes #042, Elections Clerk; #043, Elections Technician; #048, Deputy County Clerk 2; #139, Enforcement Intern; #174, Lieutenant; #268, Division Commander; #269, Division Commander Institution; #401, Maintenance Worker; #404, Heavy Equipment Operator; #414, Crew Leader; #507, Epidemiologist, and #508, Epidemiologist Senior.

JUVENILE DEPARTMENT

11. Approve the Purchase Order with the Oregon Department of Human Services (ODHS) in the amount of \$2,000,000 to prepay the Oregon Health Authority (OHA) the required local match, over a three-year period, for Behavioral Rehabilitation Services (BRS) reimbursements for eligible youth in the Guaranteed Attendance Program (GAP) retroactive to April 22, 2026, through April 30, 2029.

LEGAL COUNSEL

12. Approve the ratification of board orders 26-058, 26-059, and 26-060 pertaining to Marion County Health and Human Services and signed at a public meeting held on April 29, 2026.

PUBLIC WORKS

13. Approve an order for amendments to the Marion County Parks Fee Schedule.

SHERIFF'S OFFICE

14. Approve the Purchase Order with Greystone Tactical in the amount of \$135,000 to replace expired body armor and also equip new sworn personnel through May 1, 2027.

TAX OFFICE

15. Approve an order for a property tax refund for Big Sky Golf, LLC, tax account 527681, in the amount of \$47,933.27

ACTION

PUBLIC WORKS

16. Consider the adoption of an administrative ordinance for Comprehensive Plan Amendment / Zone Change, Case #24-007 / Bruce Ernst. –Austin Barnes

17. Consider approval of the Construction Contract with North Santiam Paving Company in the amount of \$3,685,517.40 to provide services for the asphalt concrete resurfacing of various county roads through September 4, 2027. –Ryan Crowther

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

None.

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

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, May 6th, 2026 9:00am

Department: Health & Human Services

Title: Mental Health Awareness Month Proclamation

Management Update/Work Session Date: 4/14/2026 Audio/Visual aids

Time Required: 10 Contact: Samantha Andress Phone: x4903

Requested Action: Approve a proclamation designating May 2026 as Mental Health Awareness Month.

Issue, Description & Background: Mental Health America has designated May 2026 as Mental Health Awareness Month. MCHHS will be highlighting the importance of social connection and community to improving both mental and physical well-being. Meaningful connection has shown to be extremely protective against stress, chronic disease, and premature death. MCHHS aspires to a strong and connected community through providing services and supports that advance the mental health of everyone.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Proclamation, Presentation

Presenter: Laura Sprouse, Kelly Martin, Valerie Geer; Community Engagement Chaplain, Family YMCA of Marion & Polk Counties

Department Head Signature: Ryan Matthews Digitally signed by Ryan Matthews Date: 2026.04.20 09:20:03 -07'00'



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

In the matter of proclaiming the month of May 2026 as Mental Health Awareness Month in Marion County.

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on May 6, 2026.

WHEREAS, mental health is essential to Marion County residents' overall health and well-being; and

WHEREAS, individuals experiencing mental health concerns need an understanding, empathic, and encouraging place of belonging as they seek support; and

WHEREAS, shame, stigma, and lack of access to treatment actively work against the wellness of individuals and may prevent them from seeking help; and

WHEREAS, early intervention during a mental health crisis is essential, and individuals experiencing a mental health crisis should feel empowered to seek timely and appropriate support; and

WHEREAS, prevention, education, and awareness decrease stigma, promote a culture of compassion and understanding, and reduce the adverse personal and community impacts of mental health challenges; and

WHEREAS, Marion County Health and Human Services believes that a strong, connected community is vital to Marion County families, schools, businesses, and communities, and is committed to providing services and supports to advance the mental health of everyone; now, therefore

IT IS HEREBY PROCLAIMED that the month of May 2026 is Mental Health Awareness Month in Marion County.

Dated in Salem, Oregon this 6th day of May 2026

MARION COUNTY BOARD OF COMMISSIONERS

Chairperson _____

Commissioner _____

Commissioner _____



OREGON
Health & Human Services

Mental Health Awareness Month Proclamation 2026

Laura Sprouse, QMHA-II, Zero Suicide Program Coordinator

Kelly Martin, MPH, Mental Health Promotion Suicide Prevention Coordinator

Marion County HHS

May 6, 2026

A Year in Review



The Power of Social Connection

- According to a 2023 report from the Surgeon General, the US is experiencing an epidemic of loneliness – nearly half of Americans report feeling lonely
- Young adults (ages 18-24) and older adults (ages 65+) are the most impacted
- Social connection has numerous health benefits:
 - Boosts resilience
 - Increases productivity
 - Improves our health and longevity by decreasing risks of chronic disease, such as diabetes, stroke, and dementia





Working with the Mid-Valley Suicide Prevention Coalition to create workshops to share the importance of social connection and offer tools and suggestions for boosting connections

Workshops will be created specifically for youth and older adults in addition to a general audience presentation

Will be available for community partners and businesses to use



Guest Speaker – Valerie Geer

Community Outreach Chaplain, Family YMCA of Marion & Polk Counties



Belonging & Social Connection

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

- Support Group for grandparents raising grandkids
- NAMI Family Support Group – “We Are Not Alone”
- Mental Health Awareness Month programs
- Trivia nights, member mixers, family dinners, games, and movies
- Art and wellness: prayer collage, creative writing, mental health workshops
- Field trips for seniors



Signs of Hope

- Started campaign in 2022
- Continued outreach to partners, including:
 - Coalition members
 - Schools
 - Community groups
 - Businesses
- In 2025, over 65 organizations participated and more than 800 signs were displayed throughout Marion and Polk Counties



Be Seen in Green



May 14th - Mental Health Action Day



3rd year of implementation




Invite coalition partners to take part and post to social media



Reaching out to school groups and asking them to participate



 Northwest Human Services
1h · 🌐


♥️ Our NWHS team showed up to “Be Seen in Green” for Mental Health Awareness yesterday!

On May 15, we proudly wore green to support mental health, reduce stigma, and stand in solidarity with those impacted by mental health challenges.

Mental health is health — and we’re committed to creating a culture of compassion, awareness, and support.

[#BeSeenInGreen](#) [#MentalHealthAwareness](#)
[#NWHS](#) [#TeamNWHS](#) [#EndTheStigma](#)
[#CommunityCare](#)



 Santiam Service Integration
2h · 🌐

Mental Health Awareness Day! Cascade Service Integration Team Meeting falls on this... See more



Internal Activities

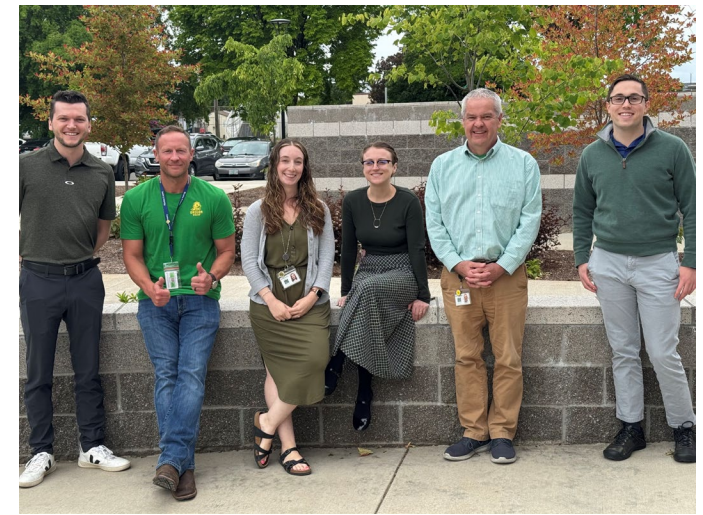
- Connection Challenge Cards
- Weekly mental health tips
- “Be Seen in Green” – May 14th
- QPR (Question, Persuade, Refer) Suicide Prevention Trainings
- Ongoing implementation of Columbia Suicide Severity Rating Scale in electronic health record

CONNECTION CHALLENGE

Complete your challenge card by participating in any or all of these activities with coworkers and others! Write in the date you completed the activity.

Name/Worksite: _____

Play a board/card game _____	Send a text to check in with someone _____	Do something kind for a coworker _____	Share a meal with someone _____	Go for a walk with a coworker _____
Call someone you haven't talked to in a while _____	Have a face-to-face convo instead of using Teams _____	Invite someone to spend time with you _____	Talk to someone without any distractions _____	Disconnect from social media for a weekend _____
Pay someone a compliment _____	Accept an invitation to spend time with someone _____	Tell someone you care about them _____	Make someone laugh _____	Learn something new about a coworker _____
Recommend a book/music/movie/TV show/podcast to someone _____	Leave a note of gratitude on someone's desk _____	Take a picture with someone you love and share it _____	Visit a new place with a friend or coworker _____	Have coffee with a coworker before work _____
Volunteer in your community _____	Enjoy a meal with no electronic devices _____	Offer to help someone with a task _____	Make a new friend or reconnect with an old friend _____	Surprise someone with their favorite drink or snack _____



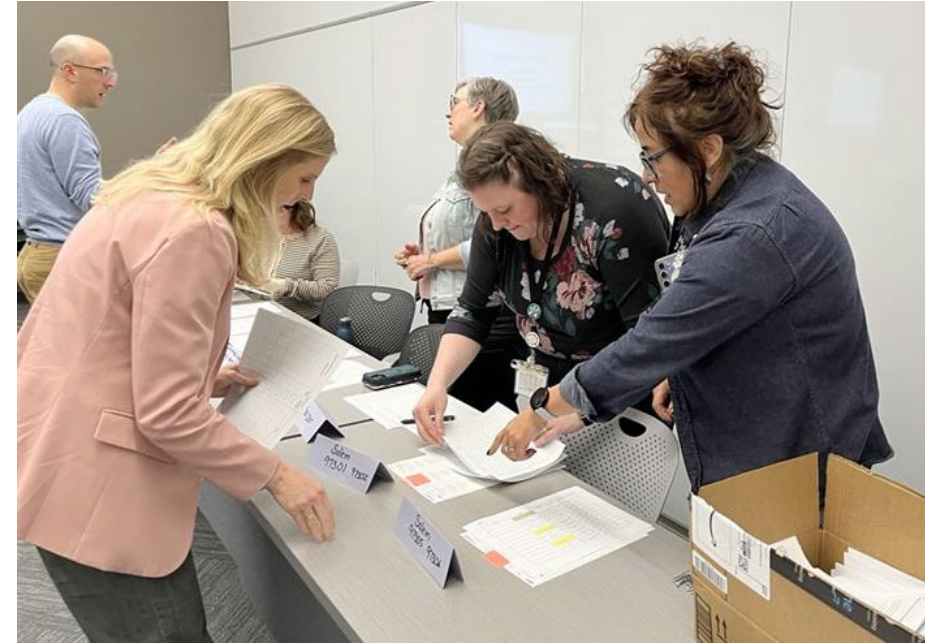


**Need someone
to listen?**

Call or text **988**



MID-VALLEY
Suicide
Prevention
Coalition



Getting help is important!

In partnership with MVSPC, we are promoting 988 to local businesses to emphasize the accessibility and availability of mental health supports

Other resources

988 Lifeline- 24/7/365 support by call, text and chat –
www.988lifeline.org

Marion County Behavioral Health Crisis Center (formerly PCC) - 24/7 help on the phone or in-person – 503-585-4949

Oregon YouthLine - text “teen2teen” to 839863

AgriStress Helpline – call or text 833-897-2474

Veterans Crisis Line – call 988, press 1



**Visit the Mid-Valley Suicide
Prevention Coalition website
for more resources,
information, and events!**

Thank you!

Kelly Martin

kmartin@co.marion.or.us

Laura Sprouse

lsprouse@co.marion.or.us





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, May 6th, 2026 9:00am

Department: Health & Human Services

Title: Nurses Week Proclamation

Management Update/Work Session Date: 4/7/26 Audio/Visual aids

Time Required: 10 Minutes Contact: Samantha Andress Phone: x4903

Requested Action: Approve a proclamation declaring May 6-12th, 2026 as Nurses Week in Marion County.

Issue, Description & Background: National Nurses Week was permanently designated by the American Nurses Association in 1993 to be celebrated annually, beginning in 1994, from May 6 through May 12th, Florence Nightingale's birthday, in recognition of the historical and ongoing contributions of nurses.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Proclamation

Presenter: Carol Heard, Heath Barker, Lauri Beagle, Michael Jackson, Mary Courser, Emily Heleman, Lana Harrington, Cori Broadus

Department Head Signature: TGregg Digitally signed by TGregg Date: 2026.04.22 11:11:44 -07'00'

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

In the matter of proclaiming the week of May 6 –12, 2026, as Nurses Week in Marion County.

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, May 6, 2026, to proclaim May 6th through 12th as Nurses Week in Marion County.

WHEREAS, National Nurses Week was first observed in 1954, commemorating the 100th anniversary of Florence Nightingale’s mission to Crimea, although Nurses Week was not officially proclaimed until 1974; and

WHEREAS, in 1993 the American Nurses Association permanently designated National Nurses Week to recognize the historical and ongoing contributions of nurses. The week is celebrated annually from May 6th, National Nurses Day, through May 12th, International Nurses Day and the birthday of Florence Nightingale, the founder of modern nursing; and

WHEREAS, nurses serve in a wide range of settings, including hospitals, clinics, schools, long-term care facilities, public health and behavioral health programs, correctional institutions, and community-based services; and their expertise, dedication, and resilience are essential to delivering care, strengthening healthcare systems, and improving the health and well-being of our communities; and

WHEREAS, while this proclamation honors all nurses, we also recognize the nurses serving across multiple Marion County departments. Professionals who work tirelessly and play an essential role in supporting the Sheriff’s Office, Juvenile Department, and the Health & Human Services Department; and

WHEREAS, for the above reasons, we invite the citizens of **Marion County** to join us in celebrating May 6-12, 2026, as Nurses Week in Marion County. A time to recognize and honor the compassion, dedication, and tireless efforts of nurses who care for our community every day. Under the theme **“The Power of Nurses,”** we encourage everyone to celebrate the meaningful impact nurses have on our health and well-being, taking this opportunity to show our appreciation for all that they do; now, therefore,

It is hereby proclaimed that the week of May 6 –12, 2026, is Nurses Week in Marion County.



DATED at Salem, Oregon this 6th day of May 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chairperson _____

Commissioner _____

Commissioner _____

Nurses Week Proclamation May 6–12, 2026

- ▶ Marion County Health & Human Services Department
- ▶ Marion County Juvenile Department
- ▶ Marion County Sheriff's Office

Honoring the Power of
Nurses in Marion County



1954

National Nurses Week was first observed in 1954, marking the 100th anniversary of Florence Nightingale's mission to Crimea.

1993

In 1993, the American Nurses Association officially designated May 6–12 as National Nurses Week.

1982

In 1982, the American Nurses Association formally acknowledged May 6th as National Recognition Day for Nurses.

Florence Nightingale's birthday, marks the final day of Nurses Week and reminds us of the principles she championed: care, compassion, and a commitment to improving healthcare for all.

12 May

HONORING THE LEGACY OF NURSING



FLORENCE NIGHTINGALE AND THE CRIMEAN WAR

Florence Nightingale, often considered the “founder of modern nursing,” transformed patient care during the Crimean War (1853–1856) in Eastern Europe. While leading a team of nurses to care for wounded soldiers, she discovered unsanitary conditions, limited medical supplies, and high death rates.

Recognizing that poor hygiene and lack of proper nutrition were major issues, she introduced basic but effective changes. These included regular handwashing, improved food preparation practices, and more consistent patient care. As a result of these improvements, the mortality rate decreased significantly within just a few months.





- ▶ Nurses Week is a time to pause and recognize the unwavering dedication of nurses.
- ▶ It is an opportunity to express gratitude for their compassion, resilience, and daily contributions.

WHY THIS WEEK MATTERS



- ▶ Over 5 million registered nurses are working across the United States.
- ▶ Nurses serve in hospitals, clinics, schools, long-term care, public health and behavioral health programs, corrections facilities, and other community-based settings.
- ▶ They play a critical role in addressing health disparities and evolving healthcare systems.



THE ROLE OF NURSES TODAY



SHERIFF'S OFFICE NURSES





JUVENILE DEPARTMENT NURSES



Marion County
OREGON
JUVENILE DEPARTMENT

HEALTH & HUMAN SERVICES NURSES



Marion County
OREGON
Health & Human Services



Thank you to all nurses for your unwavering commitment and the difference you make every day.

THANK YOU





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: _____

Department: _____

Title:

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: _____ Contact: _____ Phone: _____

Requested Action:

Issue, Description & Background:

Financial Impacts:

Impacts to Department & External Agencies:

List of attachments:

Presenter:

Department Head Signature: 



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

In the matter of proclaiming May 3-9, 2026, as National Corrections Professionals Week in Marion County.

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, May 6, 2026, to proclaim the week of May 3rd through 9th as National Corrections Professionals Week.

WHEREAS, the deputies and staff of the Institutions Division of the Marion County Sheriff's Office play an essential role in safeguarding the rights of the citizens and residents of Marion County; and

WHEREAS, it is important that all citizens and residents understand the duties, responsibilities, hazards, and dedication of the Corrections Professionals; and

WHEREAS, all members of the Institutions Division of the Marion County Sheriff's Office unceasingly provide a vital public service and maintain the highest standards of correctional operations; and

NOW, THEREFORE, the Marion County Board of Commissioners, in gratitude for the dedicated public service and professionalism, do hereby proclaim the week of May 3-9, 2026, as "**NATIONAL CORRECTIONS PROFESSIONALS WEEK**" in Marion County.

DATED at Salem, Oregon, this 6th day of May 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chairperson _____

Commissioner _____

Commissioner _____

Contract Review Sheet

Lease Agreement **HE-2414-18 - Am5**

Title: Lease for 3867 Wolverine NE Building F

Contractor's Name: Pioneer Trust Bank NA Trustee

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Chalyce MacDonald

Phone #: (503) 566-3910

Term - Date From: November 1, 2018

Expires: October 31, 2026

Original Contract Amount: \$ 541,265.32

Previous Amendments Amount: \$ 458,240.82

Current Amendment: \$ 30,784.76

New Contract Total: \$ 1,030,290.90

Amd% 90%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

Description of Services or Grant Award

Lease for 3867 Wolverine Ave NE Building F Health Department Lease. 8,640 SF

Amendment #1 establishes Lease start date of January 19, 2019 after tenant improvements were completed.

Amendment #2 extends the expiration date to June 30, 2024 and adds \$275,000.00 to cover rent payments.

Amendment #3 extends the expiration date to June 30, 2025 and adds \$89,655.78 to cover rent payments.

Amendment #4 extends the expiration date to June 30, 2026 and adds \$93,585.04 to cover rent payments.

Amendment #5 extends the expiration date to October 31, 2026 [June 30, 2026] and adds \$30,784.76 to cover rent payments. HHS anticipates relocating staff from this location to the Center Street campus building located at 3180 Center St NE, Salem, OR 97301 by the end of this extension.

Desired BOC Session Date: 5/6/2026

Contract should be in DocuSign by: 4/15/2026

Agenda Planning Date: 4/23/2026

Printed packets due in Finance: 4/21/2026

Management Update: 4/21/2026

BOC upload / Board Session email: 4/22/2026

BOC Session Presenter(s) Tamra Goettsch

Code: Y

REQUIRED APPROVALS

Chalyce MacDonald 04/14/2026
Finance - Contracts Date

Vanessa Keck 04/14/2026
Contract Specialist Date

Scott A. Norris 04/14/2026
Scott A. Norris (Apr 14, 2026 16:12:48 PDT)

Jan Fritz 04/15/2026
Jan Fritz (Apr 15, 2026 09:26:45 PDT)

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Business Services

Title: Amendment #5 to the Lease Agreement at 3867 Wolverine NE (Bldg F)

Management Update/Work Session Date: April 21, 2026 Audio/Visual aids

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action:
Approve Amendment 5 to extend the term of the Lease through October 31, 2026 and add \$30,784.76 to cover rent payments.

Issue, Description & Background:
Health and Human Services (HHS) entered into a Lease Agreement with Pioneer Trust Bank to lease 8,640 sqft of office space at 3867 Beverly Ave. NE in Salem, OR in 2018. HHS uses this space to provide services for its Child & Youth Outpatient Services Program which serves youth and families of Marion County with complex needs. HHS anticipates relocating staff from this location to the Center Street campus building located at 3180 Center St NE, Salem, OR 97301. An additional \$30,784.76 is needed to cover rent payments through the new termination date of October 31, 2026.

Financial Impacts:
With \$30,784.76 in additional funds for rent payments through 10/31/2026, the Lease Agreement total will be approximately \$1,030,290.90

Impacts to Department & External Agencies: n/a

List of attachments: Amendments #5, #4, #3, #2, #1 and original Lease

Presenter: Tamra Goettsch

Department Head Signature:



**AMENDMENT 5 to HE-2414-18
the LEASE AGREEMENT**

between

**MARION COUNTY and PIONEER TRUST BANK, N.A. TRUSTEE FOR THE SALEM
FOUNDATION**

This Amendment No. 5 to the Lease Agreement (as amended from time to time, the "Agreement"), dated November 1, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called "County", and Pioneer Trust Bank, N.A. Trustee for the Salem Foundation, hereafter called "Landlord".

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

- 2. **Term.** The term of this Lease shall be for the term January 19, 2019, and continue through October 31, 2026 ~~June 30, 2026~~.

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  04/14/2026

Department Director or designee Date

Authorized Signature:  04/15/2026

Chief Administrative Officer Date

Reviewed by Signature:  04/14/2026

Marion County Legal Counsel Date

Reviewed by Signature:  04/14/2026

Marion County Contracts & Procurement Date

PIONEER TRUST BANK, N.A. TRUSTEE FOR SALEM FOUNDATION SIGNATURE

Authorized Signature: _____
Date

Title: _____

Contract Review Sheet

Lease Agreement

HE-998-14 - Am5

Title: 1875 - Lease for 3876 Beverly Ave Bldg G

Contractor's Name: Pioneer Trust Bank NA Trustee

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Chalyce MacDonald

Phone #: (503) 566-3910

Term - Date From: July 9, 2014

Expires: October 31, 2026

Original Contract Amount: \$ 633,664.49 Previous Amendments Amount: \$ 647,767.86

Current Amendment: \$ 39,149.92 New Contract Total: \$ 1,320,582.27 Amd% 108%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

Description of Services or Grant Award

Lease Agreement at 3876 Beverly Ave NE Building G, 8,640 square feet of office space.

Amendment #1 finalizes the County's share of tenant improvement costs totaling \$108,031.26

Amendment #2 extends the expiration date of the Lease to June 30, 2024 and adds funds totaling \$315,000.00.

Amendment #3 extends the expiration date of the Lease to June 30, 2025 and adds funds totaling \$110,707.68.

Amendment #4 extends the expiration date of the Lease to June 30, 2026 and adds funds totaling \$114,028.92.

Amendment #5 extends the expiration date of the Lease to October 31, 2026 and adds funds totaling \$39,149.92. HHS anticipates relocating staff from this location to the Center Street campus building located at 3180 Center St NE, Salem, OR 97301 by the end of this extension.

Desired BOC Session Date: 5/6/2026

Contract should be in DocuSign by: 4/15/2026

Agenda Planning Date: 4/23/2026

Printed packets due in Finance: 4/21/2026

Management Update: 4/21/2026

BOC upload / Board Session email: 4/22/2026

BOC Session Presenter(s) Tamra Goettsch Code: Y

REQUIRED APPROVALS

Chalyce MacDonald 04/15/2026
Finance - Contracts Date

Vanessa Keck 04/14/2026
Contract Specialist Date

Scott A. Norris 04/16/2026
Scott A. Norris (Apr 16, 2026 14:57:17 PDT)
Legal Counsel Date

Jan Fritz 04/16/2026
Jan Fritz (Apr 16, 2026 16:27:10 PDT)
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Business Services

Title: Amendment #5 to Lease Agreement at 3876 Beverly Ave Bldg G

Management Update/Work Session Date: April 21, 2026 Audio/Visual aids

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action: Approve Amendment 5 to extend the term of the Lease through October 31, 2026 and add \$39,149.92 to cover rent payments.

Issue, Description & Background: Health and Human Services (HHS) entered into a Lease Agreement with Pioneer Trust Bank to lease 8,640 sqft of office space at 3876 Beverly Ave. NE in Salem, OR in 2014. HHS uses this space to provide services for its Child & Youth Outpatient Services Program which serves youth and families of Marion County with complex needs. HHS anticipates relocating staff from this location to the Center Street campus building located at 3180 Center St NE, Salem, OR 97301. An additional \$39,149.92 is needed to cover rent payments through the new termination date of October 31, 2026.

Financial Impacts: With \$39,149.92 in additional funds for rent payments through 10/31/2026, the Lease Agreement total will be approximately \$1,320,582.27

Impacts to Department & External Agencies: n/a

List of attachments: Amendments #5, #4, #3, #2, #1 and original Lease

Presenter: Tamra Goettsch

Department Head Signature: *Tamra Goettsch*



**AMENDMENT 5 to HE-998-14
the LEASE AGREEMENT**

**between
MARION COUNTY and PIONEER TRUST BANK, N.A. TRUSTEE FOR THE SALEM
FOUNDATION**

This Amendment No. 5 to the Lease Agreement (as amended from time to time, the "Agreement"), dated July 9, 2014 between Marion County, a political subdivision of the State of Oregon, hereafter called "County", and Pioneer Trust Bank, N.A. Trustee for the Salem Foundation, hereafter called "Landlord".

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

- 2. **Term.** The term of this Lease shall commence on June 30, 2014, and continue through October 31, 2026 ~~June 30, 2026~~.

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: *[Signature]* 04/16/2026
Department Director or designee Date

Authorized Signature: *Jan Fritz* 04/16/2026
Jan Fritz (Apr 16, 2026 16:27:10 PDT)
Chief Administrative Officer Date

Reviewed by Signature: *Scott A. Norris* 04/16/2026
Scott A. Norris (Apr 16, 2026 14:57:17 PDT)
Marion County Legal Counsel Date

Reviewed by Signature: *[Signature]* 04/15/2026
Marion County Contracts & Procurement Date

PIONEER TRUST BANK, N.A. TRUSTEE FOR SALEM FOUNDATION SIGNATURE

Authorized Signature: _____
Date

Title: _____

Contract Review Sheet

Lease Agreement

HE-1191-17 - Am5

Title: **Behavioral Health Lease - 3878 Beverly Ave Bldg. H, Salem 4,781 SF**

Contractor's Name: **Pioneer Trust Bank NA Trustee**

Department: **Business Services Department**

Contact: **Vanessa Keck**

Analyst: **Chalyce MacDonald**

Phone #: **(503) 566-3910**

Term - Date From: **March 1, 2017**

Expires: **October 31, 2026**

Original Contract Amount: **\$ 351,720.64** Previous Amendments Amount: **\$ 494,547.84**

Current Amendment: **\$ 33,555.36** New Contract Total: **\$ 879,823.84** Amd% **150%**

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: **50-0600 Leasing Real Property**

Description of Services or Grant Award

Lease agreement for performing physical health and behavioral health services, and operations of business office.

Amendment #1 updated notification contract information for Health & Human Services

Amendment #2 extends the expiration date to June 30, 2024 and adds \$300,000.00 to cover rent payments

Amendment #3 extends the expiration date to June 30, 2025 and adds \$95,836.36 to cover rent payments.

Amendment #4 extends the expiration date to June 30, 2026 and adds \$98,711.48 to cover rent payments.

Amendment #5 extends the expiration date of the Lease to October 31, 2026 [June 30, 2026] and adds funds totaling \$33,555.36. HHS anticipates relocating staff from this location to the Center Street campus building located at 3180 Center St NE, Salem, OR 97301 by the end of this extension.

Desired BOC Session Date: **5/6/2026**

Contract should be in DocuSign by: **4/15/2026**

Agenda Planning Date: **4/23/2026**

Printed packets due in Finance: **4/21/2026**

Management Update: **4/21/2026**

BOC upload / Board Session email: **4/22/2026**

BOC Session Presenter(s) **Tamra Goettsch**

Code: **Y**

REQUIRED APPROVALS

Chalyce MacDonald

04/15/2026

Finance - Contracts

Date

Vanessa Keck

04/14/2026

Contract Specialist

Date

Scott A. Norris

04/15/2026

Legal Counsel

Date

Jeff Fritz

Jeff Fritz (Apr 15, 2026 21:16:35 PDT)

04/15/2026

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Business Services

Title: Amendment #5 to the Lease Agreement at 3878 Beverly Avenue NE (Bldg H)

Management Update/Work Session Date: April 21, 2026 Audio/Visual aids

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action: Approve Amendment 5 to extend the term of the Lease through October 31, 2026 and add \$33,555.36 to cover rent payments.

Issue, Description & Background: Health and Human Services (HHS) entered into a Lease Agreement with Pioneer Trust Bank to lease 4,781 sqare feet of office space at 3878 Beverly Ave. NE in Salem, OR in 2014. HHS uses this space to provide physical health and behavioral health services, and operations of business office.services. HHS anticipates relocating staff from this location to the Center Street campus building located at 3180 Center St NE, Salem, OR 97301. An additional \$33,555.36 is needed to cover rent payments through the new termination date of October 31, 2026.

Financial Impacts: With \$33,555.36 in additional funds for rent payments through 10/31/2026, the Lease Agreement total will be approximately \$879,823.84

Impacts to Department & External Agencies: n/a

List of attachments: Amendments #5, #4, #3, #2, #1 and original Lease

Presenter: Tamra Goettsch

Department Head Signature: *Tamra Goettsch*



**AMENDMENT 5 to HE-1191-17
the LEASE AGREEMENT**

**between
MARION COUNTY and PIONEER TRUST BANK, N.A. TRUSTEE FOR THE SALEM
FOUNDATION**

This Amendment No. 5 to the Lease Agreement (as amended from time to time, the "Agreement"), dated March 1, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called "County", and Pioneer Trust Bank, N.A. Trustee for the Salem Foundation, hereafter called "Landlord".

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

- 2. **Term.** The term of this lease shall commence on March 1, 2017, and continue through October 31, 2026 ~~June 30, 2026~~.

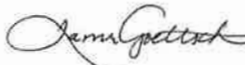
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment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

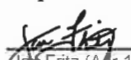
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  04/15/2026
Department Director or designee Date

Authorized Signature:  04/15/2026
AP Fritz (Apr 15, 2026 21:16:35 PDT)
Chief Administrative Officer Date

Reviewed by Signature:  04/15/2026
Scott A. Norris (Apr 15, 2026 11:14:09 PDT)
Marion County Legal Counsel Date

Reviewed by Signature:  04/15/2026
Marion County Contracts & Procurement Date

PIONEER TRUST BANK, N.A. TRUSTEE FOR SALEM FOUNDATION SIGNATURE

Authorized Signature: _____
Date

Title: _____

Contract Review Sheet

Grant Agreement

CS-6990-26

Title: Econ- Travel Salem Tourism Grant

Contractor's Name: Travel Salem

Department: Community and Economic Development Department Contact: Ashley Jackson

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

Term - Date From: July 1, 2025 Expires: June 30, 2026

Original Contract Amount: \$ 150,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 150,000.00 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

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

Description of Services or Grant Award

One-time grant agreement to provide tourism marketing & destination development activities in the Salem Area.

Desired BOC Session Date: 5/6/2026 Contract should be in DocuSign by: 4/15/2026

Agenda Planning Date: 4/23/2026 Printed packets due in Finance: 4/21/2026

Management Update: 4/21/2026 BOC upload / Board Session email: 4/22/2026

BOC Session Presenter(s) Chip Bury Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 5/6/2026

Department: Community and Economic Development

Title: Travel Salem Grant Agreement

Management Update/Work Session Date: April 22, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Chip Bury Phone: 503-588-3235

Requested Action:
Approve a contract with Travel Salem to provide \$150,000 in Lottery funding for tourism marketing in Marion County.

Issue, Description & Background:
The County's contract with Travel Salem expired July 1, 2025. The newly established Tourism Grant Program was approved at the March 25, 2026 Board Session, with project funding expected to begin in July 2026.

To ensure continuity of tourism promotion, the Board will have the opportunity to consider approval of Agreement CS-6990-26 with Travel Salem to provide interim funding until the Tourism Grant program can be implemented.

Financial Impacts:
This agreement allocates Lottery funds in the amount of \$150,000 and is set to expire 6/30/2026.

Impacts to Department & External Agencies:
The approval of this agreement will provide funding for Travel Salem to support tourism marketing in Marion County, which contributes to local economies.

List of attachments: CS-6990-26

Presenter: Chip Bury

Department Head Signature: *Kelli Wase*

**REQUEST FOR AUTHORIZATION OF CONTRACT
CS-6990-26**

Date: 4/29/2026
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Jackson

I. Subject: Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Travel Salem for Econ- Travel Salem Tourism Grant with a value of \$150,000.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

Travel Salem’s previous agreement expired in June of 2025; the Community and Economic Development Department was tasked with creating a grant program for Tourism at a work session in May 2025. This agreement is to provide gap funding until the Tourism Grant Program can be implemented.

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

This agreement is to provide continuity in Tourism related efforts in the Salem region until funding for the Tourism Grant Program can be implemented.

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

The Tourism Grant Program will ensure similar situations do not occur in the future.

Submitted by:

Reviewed by:

Ashley Jackson
Community and Economic Development
Department

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Department Head

Jan Fritz, CAO

MARION COUNTY
ECON - TOURISM MARKETING AND DESTINATION DEVELOPMENT SERVICES
GRANT AGREEMENT CS-6990-26

This Grant Agreement (this "Agreement") is entered into by and between Marion County (a political subdivision of the State of Oregon), acting by and through its Community Services Department, hereinafter called "County" and Travel Salem, an Oregon Nonprofit, hereinafter referred to as "Grantee".

Recitals

- A. This Agreement is made pursuant to Marion County's Economic Development Lottery Fund as defined in ORS 461.540 and is made possible through funding proceeds received from the Oregon Economic Development Video Lottery Grant Program.
- B. County has received an allocation from the Oregon State Treasury's Administrative Services Economic Development Fund, pursuant to the authority of ORS 461.500 et seq. The program established pursuant to ORS 461.500 et seq. and referenced in this Agreement is known as the "Economic Development Grant Program" or "EDGP."
- C. The allocation of funds under this Agreement (the "Allocation") is subject to ORS 461.500 et seq., including any special conditions. Each of these regulations and the Funding Approval constitute part of this Allocation of Funds Agreement and are incorporated herein by reference.
- D. The Allocation is also subject to Marion County's EDGP Funding Criteria; regulatory changes; and guidelines and other official notices or clarification that may become available from time to time.
- E. County has determined that the Grantee's activities, as hereinafter defined, are feasible and merit funding.

Agreement

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

1. Incorporation of Recitals, Agreement Purpose

a. Incorporation of Recitals

The foregoing Recitals are incorporated herein by reference but are subject to the express terms of this Agreement.

b. Agreement Purpose

The purpose of the EDGP is to fund economic development programs or projects (as defined in ORS 461.540) that have countywide significance and/or strong support within a Marion County community. Recipient projects and use of funds awarded through this agreement must support the following ORS 461.540 requirements:

- 1) Create jobs in Marion County which includes, but is not limited to: (a) Supporting the creation of new jobs in Oregon; (b) Helping prevent the loss of existing jobs in Oregon; (c) Assisting with work transition to new jobs in Oregon; or (d) Training or retraining workers.
- 2) Further economic development in Marion County which includes, but is not limited

to, providing: (a) Services or financial assistance to for-profit and nonprofit businesses located or to be located in Oregon; (b) Services or financial assistance to business or industry associations to promote, expand, or prevent the decline of their business or industry; or (c) Services or financial assistance for facilities, physical environments or development projects.

Grant funds are derived from lottery sources and are subject to the conditions restricting their use as set forth above, and as provided in this Agreement.

2. TERM OF AGREEMENT

This Agreement is effective starting on July 1, 2025. This Agreement expires on June 30, 2026. The remedies available to County and Grantee shall survive the termination of the agreement, whether upon expiration or termination pursuant to Section 10 herein.

3. SCOPE OF WORK

Grantee shall perform the activities described in Exhibit A in accordance with the terms and conditions of this Agreement and other applicable laws whether or not described in this Agreement. Grantee shall perform its obligations hereunder efficiently, effectively and within applicable EDGP timelines, all to the satisfaction of County.

Any changes to the activities by the Grantee shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and be approved in writing by the County prior to commencement of the requested change.

4. GRANT FUNDING

- A. County has agreed to make a conditional award of funds to the Grantee in the not-to-exceed amount of \$150,000.00 (the "Grant"). Disbursements are considered an advance of funds to Grantee which Grantee may retain only if properly expended, in accordance with the terms and conditions of this Agreement, prior to the termination of this agreement.
- B. Grant distributions will be made by County to Grantee upon Grantees request and compliance with the requirements set forth in Exhibit A.

5. REPORTING REQUIREMENTS

Grantee must complete and submit all required progress and financial reports to County as set forth in Exhibit A.

6. GRANT MONITORING

- A. County may monitor the activities of each Grantee as it deems necessary or appropriate to determine whether grant funds are used in accordance with this Agreement.
- B. Grantee shall cooperate fully with all County monitoring activities and shall promptly respond to all requests. Failure by Grantee to fully cooperate or promptly respond will be considered a material breach of this Agreement.
- C. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records pertinent to this agreement in such a manner as to clearly document Grantee's use of funds, activities, and performance.
- D. The County, the State of Oregon, or the applicable audit agencies of the U.S. Government shall have

free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee.

7. MISEXPENDITURES, UNDEREXPENDITURES AND EXCESS PAYMENTS

- A. It is the responsibility of Grantee to monitor expenses and ensure funds are expended in compliance with this agreement.
- B. Upon County’s identification of a misexpenditure or excess payment, County shall notify Grantee thereof. Upon Grantee’s identification of a misexpenditure or excess payment, Grantee shall notify County thereof.
- C. Within 30 days of identifying a misexpenditure or excess payment, Grantee shall make full payment to County. Within 30 days of receiving notice of a misexpenditure or excess payment, Grantee shall make full payment to County.
- D. Grantee shall return any underexpenditure to County within 30 days of Agreement termination.

8. WITHHOLDING AND REDISTRIBUTION OF GRANT FUNDS

- A. County may withhold any and all Grant funds from Grantee if County, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement including, but not limited to, providing complete, accurate and timely reports satisfactory to County detailing Grantee performance under this Agreement.
- B. If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by County at its sole discretion, County may reduce Grantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Grantees or retain such Grant funds for other County use.
- C. Nothing in this section limits the County’s ability or authority to pursue any or all legal or equitable remedies for Grantee’s breach of this Agreement.

9. FUNDING APPROPRIATION

In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies funding in a manner that reduces this grant award, the Grantee agrees to abide by any such decision including termination of this Agreement.

10. TERMINATION

- A. County may immediately terminate this Agreement as set forth below:
 - 1. For its convenience upon thirty (30) days’ prior written notice from County;
 - 2. Immediately upon written notice by County to Grantee, or at such later date as County may establish in such notice, if Grantee is in default.
- B. Grantee may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if the County unreasonably fails to provide timely funding hereunder and does not correct such failure within the thirty (30) day notice period.
- C. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to County within

thirty (30) days of the date of termination or upon such date as requested by County.

- D. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Grantee hereunder, at law, or otherwise.
- E. Agreement may be terminated at any time by mutual consent of both parties upon 30 days' notice, in writing and delivered by certified mail or in person.

11. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law.

12. COMPLIANCE WITH APPLICABLE LAW

Grantee shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement.

13. NO THIRD-PARTY BENEFICIARIES

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

14. NOTICES

Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

County Contact Person: Ashley Jackson
Contact Telephone Number: 503-584-7722
E-Mail Address: cscontracts@co.marion.or.us
Mailing Address: 555 Court St NE, Salem OR 97301 Ste. 3231

Travel Salem Contact Person: Angie Villery
Contact Telephone Number: 503-581-4325
E-Mail Address: angie@travelsalem.com
Mailing Address: 630 Center St. NE NE Salem OR 97301

15. INSURANCE AND WORKERS COMPENSATION

The Grantee shall maintain at all times commercial general liability insurance, property damage insurance, and professional if applicable, covering its activities and operations under this Agreement. Grantee agrees to provide County with a copy of required insurance upon request.

16. GRANTEE STATUS

The Grantee is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Grantee's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Grantee is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services

under this contract. As an “independent contractor”, Grantee will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Grantee is free to contract with other parties for the duration of the contract.

17. INDEMNITY

The Grantee shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Grantee, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

18. TIME IS OF THE ESSENCE

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

19. MERGER CLAUSE

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

20. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that by signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

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

TRAVEL SALEM SIGNATURE

Authorized Signature: _____

Date

Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

EXHIBIT A

1. STATEMENT OF SERVICES

Grantee shall perform Services as described below.

A. GENERAL INFORMATION.

Funding allocation for this Agreement was presented to the Board of Commissioners at a work session on January 29th, 2026. This grant will fund Tourism Marketing & Destination Development activities in the Salem area.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Grantee will support Marion County with Tourism Marketing & Destination Development by performing the following:

1. Marketing & Visitor Promotion Activities

Activities to include (but not limited to):

- a) Develop and implement a marketing plan for the Salem region that positions the area as a leading tourist destination in Oregon.
- b) Identify new marketing avenues for the region to develop its brand.
- c) Develop strategic marketing communications and brand support to promote initiatives, events, and programs.
- d) Develop itineraries that a local or tourist can follow, telling a story of the city/region, highlighting the different opportunities for fun, shopping, eating, drinking, lodging, outdoor recreation, etc. Itineraries should be designed to allow for a replicable travel experience that introduces visitors to local business owners/managers.

2. Tourism Efforts Coordination

Activities to include (but not limited to):

- a) Maintain and demonstrate regular communication and activities with affiliated regional tourism organizations such as Travel Oregon, local Destination Management Organizations (DMOs), Regional Destination Management Organizations (RDMO), Oregon State Chamber of Commerce, local Chambers of Commerce, local cities, and other visitor promotional entities.
- b) Coordinate with local tourism related businesses and/or nonprofit organizations to ensure cohesiveness of tourism message(s) to the extent practicable.

3. Destination Development

Activities to include (but not limited to):

Support the development and growth of the Salem region's tourism destinations, ensuring support for tourism related businesses through mentorship, marketing & researching/supporting new funding opportunities.

4. Reporting Requirements and Timeline

Annual reports are required for the Grantee to receive allocated funds:

- a) Annual Report: Grantee shall prepare a written annual progress review report and appear before the Marion County Board of Commissioners at a work session to present the report. The report and presentation shall include the following:
 - 1) Financial reports, including statement of revenues & expenditures, which are specifically applicable to the execution of this agreement.
 - 2) Activity report detailing establishment and progress on goals, objectives and tasks related to the execution of this agreement.
 - 3) General overview of the local economy and operations, including the correlation of marketing efforts to the overall economy, including metrics on direct travel spending such as spending on:
 - i. Transportation
 - ii. Arts, entertainment and recreation
 - iii. Food & Beverage
 - iv. Accommodations
 - v. Retail
- b) Bi-annual Reports: In the remaining half year, Grantee shall appear before the Marion County Board of Commissioners at a regularly scheduled meeting or work session, to present a short (no more than 10 minutes) report on progress for the prior half year, and upcoming activities for the next half year.

2. COMPENSATION

The total amount available for payment to Grantee under Exhibit A, section 2.A and for authorized reimbursement to Grantee under Exhibit A, section 2.C is \$150,000.00.

- A. **METHOD OF PAYMENT FOR SERVICES**: County shall pay Grantee \$150,000.00 for completing all Services required under this Agreement.
- B. **BASIS OF PAYMENT FOR SERVICES**. The maximum, not-to-exceed compensation payable to Grantee under this Agreement, which includes any allowable expenses, is \$150,000.00. County will not pay Grantee any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Grantee performs Work subject to the amendment.
 1. A one-time distribution of \$150,000.00 may be requested by the Grantee upon execution of this Agreement and receipt of an invoice.
- C. **EXPENSE REIMBURSEMENT**. County will not reimburse Grantee for any expenses under this Contract.
- D. **GENERAL PAYMENT PROVISIONS**. Notwithstanding any other payment provision of this Contract, failure of Grantee to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Agreement.

Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Grantee, and shall continue until Grantee submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Grantee.

- E. INVOICES. Grantee shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Grantee.

Marion County
Attn: Community Services Department
555 Court St NE Ste 1236
Salem, OR 97301

or CSReporting@co.marion.or.us and cbury@co.marion.or.us

Contract Review Sheet

InterDepartmental Agreement

HE-5948-24 - Am1Title: Community Restoration MonitorContractor's Name: Sheriff's OfficeDepartment: Health and Human ServicesContact: Diana Lee Adams HillAnalyst: Chalyce MacDonaldPhone #: (503) 576-4652Term - Date From: July 1, 2024Expires: June 30, 2027Original Contract Amount: \$ 341,124.00Previous Amendments Amount: \$ -Current Amendment: \$ 200,000.00New Contract Total: \$ 541,124.00Amd% 59%Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

Collaboration between MCHHS and MC Sheriff's Office (Parole and Probation Deputy) oversee the community restoration monitoring of individuals who are unable to Aid & Assist in their own defense.

Amendment 1 - Extend for one year and add \$200,000.

Desired BOC Session Date: 5/6/2026Contract should be in DocuSign by: 4/15/2026Agenda Planning Date: 4/23/2026Printed packets due in Finance: 4/21/2026Management Update: 4/21/2026BOC upload / Board Session email: 4/22/2026BOC Session Presenter(s) Commander Mike Hartford & Debbie WellsCode: Y

REQUIRED APPROVALS

Chalyce MacDonald 03/18/2026

Finance - Contracts

Date

Diana Lee Adams Hill 03/27/2026

Diana Lee Adams Hill (Mar 27, 2026 07:21:42 PDT)

Contract Specialist

Date

Scott Norris 03/24/2026

Legal Counsel

Date

Jan Fritz 03/26/2026

Jan Fritz (Mar 26, 2026 17:29:31 PDT)

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Health & Human Services

Title: Amendment to InterDepartmental Agreement for Community Restoration Services

Management Update/Work Session Date: April 21, 2026 Audio/Visual aids

Time Required: 10 Minutes Contact: Diana Lee Adams Hill Phone: 503-576-4652

Requested Action: Please approve Amendment 1 to InterDepartmental Agreement between MCHHS and MCSO for Community Restoration Services.

Issue, Description & Background: Collaboration between MCHHS and MC Sheriff's Office (Parole and Probation Deputy) oversee the community restoration monitoring of individuals who are unable to Aid & Assist in their own defense.

Amendment 1 - Extend for one year and add \$200,000.

Financial Impacts: Up to \$200,000 from HHS to Sheriff's Office.

Impacts to Department & External Agencies: None other than HHS and Sheriff's Office.

List of attachments: Amendment 1 and original IDA

Presenter: Debbie Wells & Commander Mike Hartford

Department Head Signature: *Ryan Matthews*
Ryan Matthews (Mar 23, 2026 11:45:30 PDT)



**AMENDMENT 1 to HE-5948-24 the
INTERDEPARTMENTAL AGREEMENT
between
Health and Human Services and Sheriff's Office**

The InterDepartmental Agreement, as may be amended from time to time, the "Agreement," between Health and Human Services, hereafter referred to as MCHHS, and Sheriff's Office, hereafter referred to as MCSO, both departments of Marion County, a political subdivision of the State of Oregon, dated July 01, 2024.

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

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of 7/1/2024 through 6/30/2027 ~~6/30/26~~ unless sooner terminated or extended as provided herein.

4. FUNDING AND BILLING

4.1 The total amount paid under this Agreement shall not exceed \$541,124.00. ~~341,124.00~~. Payments under this Agreement shall be made on a cost reimbursement basis according to the following terms:

2024-2025 Personnel Services \$159,562.00
GPS Electronic Monitoring Devices \$11,000.00
Total: \$170,562.00

2025-2026 Personnel Services \$159,562.00
GPS Electronic Monitoring Devices \$11,000.00
Total: \$170,562.00

2026-2027 Personnel Services \$ 189,000.00
GPS Electronic Monitoring Devices \$ 11,000.00
Total: \$200,000.00

4.2 Requests for payment shall be submitted to the County monthly to the attention of: Health and Human Services at the following address: 3160 Center St NE Salem, OR 97301. Final invoices are due no later than twenty (20) days following Agreement termination. ~~July 20, 2026.~~

5. STATEMENT OF WORK

5.1 UNDER THE TERMS OF THIS AGREEMENT, MCHHS SHALL:

b. MCHHS will provide funds up to the agreed annual total in Section 4.1 ~~\$170,562.00~~ ~~per year~~ to the MCSO, based on actual invoiced expenditures, to cover the cost of the GPS Electronic Monitoring and Parole and Probation certified Deputy Sheriff.

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: *Ryan Matthews* 03/18/2026
Ryan Matthews (Mar 18, 2026 16:27:56 PDT)
MCHHS Administrator or designee Date

Authorized Signature: *Katrina Griffith* 03/23/2026
Katrina Griffith (Mar 23, 2026 12:09:09 PDT)
MCHHS Division Director or designee Date

Authorized Signature: *Nicholas Hunter* 03/23/2026
Nicholas Hunter (Mar 23, 2026 11:48:36 PDT)
Sheriff's Office Director or designee Date

Authorized Signature: *Jan Fritz* 03/26/2026
Jan Fritz (Mar 26, 2026 17:29:31 PDT)
Chief Administrative Officer Date

Reviewed by Signature: *Scott Norris* 03/24/2026
Scott Norris (Mar 24, 2026 11:48:39 PDT)
Marion County Legal Counsel Date

Reviewed by Signature: *Chalyn McDonald* 03/18/2026
Marion County Contracts & Procurement Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting Date: May 6, 2026

Department: Human Resources

Title: Recommendation to approve the attached Personnel Findings and Recommendation Reports.

Management Update/Work Session Date: Apr 22, 2026 Audio/Visual aids []

Time Required: 5 minutes Contact: hrcompclass@co.marion.or.us Phone: x7777

Requested Action: Approve the recommendation to uphold the current pay grades for the following class codes: #159 Shelter Mgr.; #163 Communication Coordinator.; #165 CDBG & HOME Program Mgr.; #314 Engineering Division Mgr.; #346 Environmental Services Operations Supervisor; #354 Environmental Services Division Mgr.; #375 Building and Planning Division Mgr.; #398 Wastewater Operator 1; #399 Wastewater Operator 2; #402 Medium Equipment Operator; #412 Road Operations Supervisor; #422 Public Works Operations Division Mgr.; #446 Ferry Operator Relief; #447 Ferry Operator; #475 Facilities Analyst; and #665 Administration Division Mgr.; adjust the pay grades upward for class codes: #042 Elections Clerk; #043 Elections Technician; #048 Deputy County Clerk 2; #139 Enforcement Intern; #174 Lieutenant; #268 Division Commander; #269 Division Commander Institution; #401 Maintenance Worker; #404 Heavy Equipment Operator; #414 Crew Leader; #507 Epidemiologist; and #508 Senior Epidemiologist; and update all listed classifications.

Issue, Description & Background: As part of the strategy to maintain Marion County compensation and classification programs, human resources periodically reviews classification specifications and pay ranges. The classification review ensures classification specifications reflect current industry language, standards and county practices, and positions are properly classified and placed in the appropriate pay range. In determining if a classification is appropriately compensated HR conducts a market review in accordance with county personnel rules and HR practices. This review identifies which pay grade will bring the classification closest to the mean (0%) of market comparators within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing the pay grade.

Financial Impacts:

Impacts to Department & External Agencies: The recommendations affect 128 positions across the Business Services Department, County Clerk's Office, Community Services Department, Health and Human Services Department, Public Works Department, and the County Sheriff's Office.

List of Attachments: Personnel Findings and Recommendations Reports (2)

Presenter: Salvador Llerenas

Department Head Signature: Salvador Llerenas Digitally signed by Salvador Llerenas Date: 2026.04.20 18:11:38 -07'00



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Apr 13, 2026
To: Jan Fritz, Personnel Officer
From: Salvador Llerenas, Chief Human Resources Officer
Re: Recommendation to update sixteen classifications and uphold pay grades.

Background Information:

As part of the strategy to maintain Marion County compensation and classification programs, human resources periodically reviews classification specifications and pay ranges. The classification review ensures classification specifications reflect current industry language, standards and county practices, and positions are properly classified and placed in the appropriate pay range.

In determining if a classification is appropriately compensated HR conducts a market review in accordance with county personnel rules and HR practices. This review identifies which pay grade will bring the classification closest to the mean (0%) of market comparators within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing the pay grade.

Discussion:

Functions performed by classification:

#159, Shelter Manager GENERAL STATEMENT OF DUTIES Responsible to direct, plan, organize, and coordinate the operations of the county's dog shelter and control program in accordance with state and county laws, ordinances, and regulations. Manage employees engaged in field enforcement of dog control laws, shelter operations, including performing complex technical and administrative assignments that require independent judgment. Work requires flexible hours including weekends and holidays.

#163, Communication Coordinator GENERAL STATEMENT OF DUTIES Assist county departments in implementing effective communication strategies on department issues and opportunities. Prepare and produce public information and communications to increase awareness, understanding and involvement in county programs, activities, and resources.

#165, CDBG & HOME Program Manager GENERAL STATEMENT OF DUTIES The Community Development Block Grant (CDBG) Program Manager is responsible for the administration and management of the County's CDBG Entitlement Grant including compliance, financial management, citizen participation, sub-recipient monitoring, contract administration, and preparation of plans and reports as required by the U.S. Department of Housing and Urban Development (HUD) and other agencies.

#314 Engineering Division Manager GENERAL STATEMENT OF DUTIES Manage the Public Works Department, Engineering Division, which includes responsibility for the preparation of a multi-million dollar division annual budget. Monitor and manage program and project expenditures. Supervise a staff of approximately 30, provide planning and engineering reviews and comments on land development in unincorporated Marion County, and within cities where county roads are affected; design and contracting of complex major construction projects; traffic engineering; and the county Surveyor's office. Secure federal, state, grant and other funding. Develop, negotiate, and administer contracts and intergovernmental agreements.

#346 Environmental Services Operations Supervisor GENERAL STATEMENT OF DUTIES Plan, organize, and coordinate multiple environmental programs for county and contractor operated environmental sites. Sites include four scale houses, operations of one full transfer station and recycling depot, a construction and demolition landfill, yard debris composting facility, and an ash monofill that includes a large ash



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

screening and metal recovery plant; responsible for implementing new programs, site maintenance, and program updates; and supervises employees ensuring compliance with policies, permits, and procedures.

#354 Environmental Services Division Manager GENERAL STATEMENT OF DUTIES Responsible for the management and coordination of providing solid waste disposal, construction and monitoring of landfills, ashfills, waste to energy facilities and transfer stations, as well as waste reduction, reuse, recycling, composting and special waste programs. Supervise employees engaged in environmental matters, such as monitoring and control of invasive species, permitting and monitoring of non-point-source water pollution, the provision of the county's water quality program, and coordination with weed boards and watershed councils. Manage county park system.

#375 Building and Planning Division Manager GENERAL STATEMENT OF DUTIES Plan, organize, direct, and manage the Marion County Building Codes and Planning programs. Determine program priorities, develop, and recommend policies and procedures to administer programs and ordinances.

#398, Wastewater Operator 1 GENERAL STATEMENT OF DUTIES Operate and maintain county sewage collection, treatment facilities, water systems and equipment.

#399, Wastewater Operator 2 GENERAL STATEMENT OF DUTIES Act as a lead worker over other wastewater operators; operate and maintain wastewater collection and treatment facilities; water distribution systems; inspect new installations; work with contractors and suppliers to maintain systems and in new installations.

#402 Medium Equipment Operator GENERAL STATEMENT OF DUTIES Responsible for the operation of medium road maintenance equipment. Performs moderately complex equipment operation duties for road, bridge, vegetation, sign making, drainage conveyance, ferry maintenance; nuisance control, environmental site, landfill, and transfer station maintenance control and/or construction. Operates all equipment and performs all tasks of lower level classification within this job series.

#412 Road Operations Supervisor GENERAL STATEMENT OF DUTIES Oversee and coordinate the activities of a crews engaged in road and bridge maintenance, vegetation controls, constructing or maintaining highway signs, signals, road striping, or pavement markings; ferry operations; weigh master/ truck safety, nuisance control.

#422 Public Works Operations Division Manager GENERAL STATEMENT OF DUTIES Manage the Public Works Operations Division, which includes road surfaces, traffic signs, drainage, bridge maintenance, ferry operation, and waste disposal site operations within the county. Develop long-range policy and strategic planning by setting staffing patterns and developing a complex multi-million-dollar budget for the division. Collaborate with other division managers and the director to establish and review department policy. Represent the county on division issues at public meetings, hearings, and with other government agencies.

#446 Ferry Operator Relief GENERAL STATEMENT OF DUTIES During scheduled and/or non-scheduled absences of the Ferry Operator incumbent operates a cable-guided, power driven, open deck ferry transporting passengers and vehicles across the Willamette River. When not functioning as a relief ferry operator, performs the duties of a Medium Equipment Operator.

#447 Ferry Operator GENERAL STATEMENT OF DUTIES Operate a cable-guided, power driven, open deck ferry, transporting passengers and vehicles across the Willamette river year around; perform minor maintenance to ferry. When not functioning as a ferry operator, works for the Public Works Operations Division performing duties related to road maintenance and construction including, but not limited to, flagging, driving pilot vehicle, and other manual labor.

#475 Facilities Analyst GENERAL STATEMENT OF DUTIES This position performs highly technical and



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

complex professional computer-aided drafting (CAD), analytic administrative work in design, space-planning, construction and operation of facilities management projects.

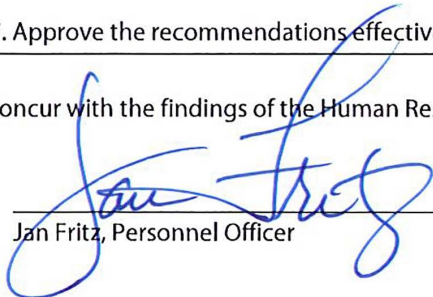
#665 Administration Division Manager GENERAL STATEMENT OF DUTIES Administer the overall administrative functions of the department, including clerical support, accounting, management information and analysis, facility maintenance in coordination with the Business Services department and customer service program administration. Coordinate information technology projects. Oversee contract coordination and administration, and multiple technical programs including the countywide fleet program, for both light duty and heavy equipment. Prepare and monitors department budget, including monthly revenue streams. Oversee the budget preparation of Service Districts.

After review, HR found these classifications to be within market.

Recommendation:

1. Unit 2 (unrepresented), uphold class #159, Shelter Manager, pay grade 02.A29.
2. Unit 13 (unrepresented), uphold class #163, Communication Coordinator, pay grade 13.G23
3. Unit 2 (unrepresented), uphold class #165, CDBG & HOME Program Manager, pay grade 02.A31.
4. Unit 2 (unrepresented), uphold class #314, Engineering Division Manager, pay grade 02.A35.
5. Unit 2 (unrepresented), uphold class #346, Environmental Services Operations Sup, pay grade 02.A27.
6. Unit 2 (unrepresented), uphold class #354, Environmental Services Division Manager, pay grade 02.A35.
7. Unit 2 (unrepresented), uphold class #375, Building and Planning Division Manager, pay grade 02.A35.
8. Unit 6 (MCEA), uphold class #398, Wastewater Operator 1, pay grade 06.C51.
9. Unit 6 (MCEA), uphold class #399, Wastewater Operator 2, pay grade 06.C53.
10. Unit 6 (MCEA), uphold class #402, Medium Equipment Operator, pay grade 06.C48.
11. Unit 2 (unrepresented), uphold class #412, Road Operations Supervisor, pay grade 02.A27.
12. Unit 2 (unrepresented), uphold class #422, PW Operations Division Manager, pay grade 02.A35.
13. Unit 6 (MCEA), uphold class #446, Ferry Operator Relief, pay grade 06.C49.
14. Unit 6 (MCEA), uphold class #447, Ferry Operator, pay grade 06.C48.
15. Unit 13 (unrepresented), uphold class #475, Facilities Analyst, pay grade 13.G26.
16. Unit 2 (unrepresented), uphold class #665, Administration Division Manager, pay grade 02.A35.
17. Approve the recommendations effective the first pay period following approval by the Board.

I concur with the findings of the Human Resources Department and approve the actions detailed above.



Jan Fritz, Personnel Officer



Date



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Apr 13, 2026
To: Jan Fritz, Personnel Officer
From: Salvador Llerenas, Chief Human Resources Officer
Re: Recommendation to update twelve classifications and adjust pay grades upward.

Background Information:

As part of the strategy to maintain Marion County compensation and classification programs, human resources periodically reviews classification specifications and pay ranges. The classification review ensures classification specifications reflect current industry language, standards and county practices, and positions are properly classified and placed in the appropriate pay range.

In determining if a classification is appropriately compensated HR conducts a market review in accordance with county personnel rules and HR practices. This review identifies which pay grade will bring the classification closest to the mean (0%) of market comparators within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing the pay grade.

Discussion:

Functions performed by classification:

#042, Elections Clerk

GENERAL STATEMENT OF DUTIES Perform a wide variety of specialized duties related to voter registration file maintenance, preparation for, and conduction of elections in a non-partisan manner. Prioritize and manage multiple tasks in compliance with local, state and federal laws, rules, and regulations, and at the direction of supervisor.

#043, Elections Technician

GENERAL STATEMENT OF DUTIES Provide assistance to the Elections and Recording Manager. Assume primary responsibility for specific technical and operational functions of the elections process for Marion County. Manage multiple tasks in compliance with state and federal laws, rules, and regulations.

#048, Deputy County Clerk 2

GENERAL STATEMENT OF DUTIES Perform complex clerical duties requiring thorough knowledge of laws and procedures relating to an Oregon recording office; process and maintain a variety of records and documents.

#139, Enforcement Intern

GENERAL STATEMENT OF DUTIES Participate in the Sheriff's Summer Intern Program. Assist deputies with park, marine, & forest patrol, and other duties as assigned including preparation for boat inspections, detection and investigation of criminal violations on public grounds, public contacts and meetings, rescue operations, and citations.

#174, Lieutenant

GENERAL STATEMENT OF DUTIES Provide leadership and counsel to personnel of this Office. Understand and employ the leadership philosophy and direction of the Sheriff's Office. Manage, as directed, the operations and activities of a division within the Sheriff's Office; supervise lesser ranked supervisors, and employees.

#268, Division Commander

GENERAL STATEMENT OF DUTIES Direct the activities of a major division of the Sheriff's Office, such as



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Community Corrections, Enforcement or Support Services and other special programs.

#269, Division Commander Institution

GENERAL STATEMENT OF DUTIES Direct the activities of the County Correctional Facility, including the Work Release Center, Community Service and other special programs.

#401, Maintenance Worker

GENERAL STATEMENT OF DUTIES Responsible for various manual labor tasks within the Public Works Department including, but not limited to, work duties for roads, bridges, vegetation, sign, pavement markings, traffic devices and control, ferries, fleet, drainage conveyance, nuisance control, working with adult-in-custody work crews, park maintenance, environmental sites, landfill and transfer site operations.

#404, Heavy Equipment Operator

GENERAL STATEMENT OF DUTIES Operate the heaviest, most complex road and bridge construction and maintenance equipment in the classification series. Operate any equipment and perform any tasks of lower level classification within this job series.

#414, Crew Leader

GENERAL STATEMENT OF DUTIES Provide technical and functional oversight of maintenance personnel in the implementation of projects pertaining to road, bridge, vegetation, sign making, drainage conveyance, ferry maintenance; nuisance control, environmental site, landfill, and transfer station maintenance control and/or construction. Perform other administrative duties that specifically relate to project coordination and maintenance. May operate equipment and perform tasks of Heavy Equipment Operator and Medium Equipment Operator.

#507, Epidemiologist

GENERAL STATEMENT OF DUTIES Analyze, interpret, and disseminate public health data to assess population health status; provide technical expertise and consultation to support program evaluation and ensure data quality; contribute surge capacity and participate in communicable disease investigation and control activities; and represent Health and Human Services Department programs at community and interagency meetings.

#508, Epidemiologist, Senior

GENERAL STATEMENT OF DUTIES Provide leadership and subject-matter expertise for public health projects and services; develop and evaluate strategies to address community health priorities; oversee infectious disease surveillance, investigation, prevention, and outbreak response; ensure data quality and public health education through collaboration with internal programs and community partners; provide epidemiological consultation to local health providers; and preparing, interpreting, and disseminating epidemiological analyses and reports, including representation of the Health and Human Services Department at community and interagency forums.

After review, HR found these classifications to be below market.

- Recommendation:**
1. Unit 6 (MCEA), adjust class #042, Elections Clerk, pay grade upward, from 06.C44 to 06.C45.
 2. Unit 6 (MCEA), adjust class #043, Elections Technician, pay grade upward, from 06.C47 to 06.C49.
 3. Unit 6 (MCEA), adjust class #048, Deputy County Clerk 2, pay grade upward, from 06.C44 to 06.C45 and re-title to Deputy County Clerk, removing to 2 from the title.
 4. Unit 9 (unrepresented temp), adjust class #139, Enforcement Intern, pay upward within grade 09.Z97, from \$16.88-18.09 to \$19.54-21.54.
-

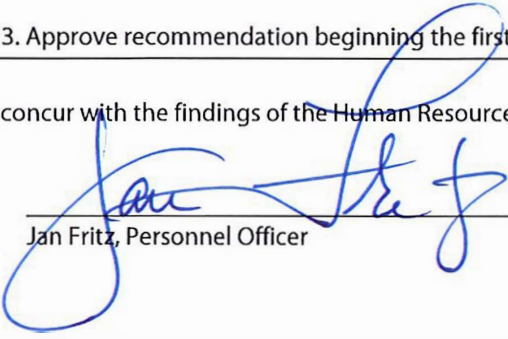


MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

5. Unit 2 (unrepresented), adjust class #174, Lieutenant, pay grade upward, from 02.A33 to 02.A35.
6. Unit 2 (unrepresented), adjust class #268, Division Commander, pay grade upward, from 02.A36 to 02.A37.
7. Unit 2 (unrepresented), adjust class #269, Division Commander, pay grade upward, from 02.A36 to 02.A37.
8. Unit 6 (MCEA), adjust class #401, Maintenance Worker, pay grade upward, from 06.C44 to 06.C45.
9. Unit 6 (MCEA), adjust class #404, Heavy Equipment Operator, pay grade upward, from 06.C49 to 06.C51.
10. Unit 6 (MCEA), adjust class #414, Crew Leader, pay grade upward, from 06.C51 to 06.C52.
11. Unit 6 (MCEA), adjust class #507, Epidemiologist, pay grade upward, from 06.C55 to 06.C27.
12. Unit 6 (MCEA) adjust class #508, Epidemiologist, Senior, pay grade upward, from 06.C27 to 06.C29.
13. Approve recommendation beginning the first pay period following approval by the Board.

I concur with the findings of the Human Resources Department and approve the actions detailed above.



Jan Fritz, Personnel Officer



Date

Contract Review Sheet

Purchase Order

JV-7111-26Title: Behavior Rehabilitative ServicesContractor's Name: Oregon Department of Human ServicesDepartment: Juvenile DepartmentContact: Brianna SloaneAnalyst: Sandra FixsenPhone #: (503) 576-4620Term - Date From: Upon board approvalExpires: April 30, 2029Original Contract Amount: \$ 2,000,000.00Previous Amendments Amount: \$ -Current Amendment: _____ New Contract Total: \$ 2,000,000.00 Amd% 0%Bidirectional Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: ORS190 Intergovernmental Agreement





Description of Services or Grant Award

Marion County Juvenile Department receives federal Medicaid dollars through the State of Oregon Health Authority (OHA) for Behavioral Rehabilitation Services (BRS) for eligible youth in the Guaranteed Attendance Program (GAP). Reimbursement is based on daily bed rates and includes a local match prepayment amount which is a percentage of the total amount paid for claims submitted. The percentage, which is currently 42.25%, is determined by the Medicaid or State Children's Health Insurance Program (SCHIP) local match rate. The BRS program falls under OAR Chapter 410. Behavior Rehabilitation Services (BRS) improves the lives of children and adolescents by providing behavioral intervention, counseling and skills-training services.

The Oregon Department of Human Services (ODHS) contracts with private agencies throughout the state to provide these services to children or young adults who meet BRS eligibility criteria (OAR 410-170-0400).

Desired BOC Session Date:	<u>5/6/2026</u>	Contract should be in DocuSign by:	<u>4/1/2026</u>
Agenda Planning Date	<u>4/9/2026</u>	Printed packets due in Finance:	<u>4/7/2026</u>
Management Update	<u>4/21/2026</u>	BOC upload / Board Session email:	<u>4/8/2026</u>
BOC Session Presenter(s)	_____	Code:	<u>Y</u>

REQUIRED APPROVALS

 Sandra L. Fixsen Finance - Contracts	<u>04/10/2026</u> Date	 Brianna Sloane (Apr 14, 2026 10:22:35 PDT) Contract Specialist	<u>04/14/2026</u> Date
 Scott Norris Legal Counsel	<u>04/13/2026</u> Date	 Jan Fritz (Apr 14, 2026 09:18:23 PDT) Chief Administrative Officer	<u>04/14/2026</u> Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/22/26

Department: Juvenile

Title: Behavioral Rehabilitative Services(BRS) Contract Purchase Order

Management Update/Work Session Date: 4/21/26 Audio/Visual aids

Time Required: 5 Contact: Brianna Sloane Phone: 503-576-4620

Requested Action: Consider approval of Contract Purchase Order in the amount of \$2,000,000.00 to pay Oregon Health Authority their local matched share for BRS Services.

Issue, Description & Background: Marion County Juvenile Department receives federal Medicaid dollars through the State of Oregon Health Authority (OHA) for Behavioral Rehabilitation Services (BRS) for eligible youth in the Guaranteed Attendance Program (GAP). Reimbursement is based on daily bed rates and includes a local match prepayment amount which is a percentage of the total amount paid for claims submitted. The percentage, which is currently 42.25%, is determined by the Medicaid or State Children's Health Insurance Program (SCHIP) local match rate. The BRS program falls under OAR Chapter 410.

Financial Impacts: Over the last 3 years the State's share rate has been consistently \$1,588,725 for 14 beds at the current rate of 42.25%. The bed rate will potentially increase by 16% for the 27-29 biennium, which would increase the state share to just under \$2 million over 3 years.

Impacts to Department & External Agencies:

List of attachments: Contract Review Sheet, sample contract purchase order, supporting documents

Presenter: Troy Gregg and/or Jose Miranda

Department Head Signature:



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

OREGON DEPT OF HUMAN SERVICES
ATTN: AR & RECEIPTING UNITS RSTARS
RECEIVABLES
PO BOX 4325
PORTLAND, OR 97208-9992

Purchase Order		
Purchase Order No	Revision	Page
942323		1
Ship To:		
Marion County Juvenile Department 2960 Center St NE Salem, OR 97301 United States		
Bill To:		
Marion County Juvenile Department 2960 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No 535854	Order Date / Buyer 29-APR-26 B SLOANE	Revised Date / Buyer
Payment Terms Immediate	Ship Via Best Method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	<p>Purchase Agreement Effective From: 4/22/2026 To: 4/30/2029</p> <p>Marion County Juvenile Department receives federal Medicaid dollars through the State of Oregon Health Authority (OHA)</p> <p>For Behavioral Rehabilitation Services (BRS) for eligible youth in the Guaranteed Attendance Program (GAP). Reimbursement</p> <p>is based on daily bed rates and incl a local match prepayment which is a percentage of the total for claims paid, currently 42.25%.</p> <p>The rate is determined by the Medicaid or State Children's Health Insurance Program local match rate.</p>					\$2,000,000.00
Total						\$2,000,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY –TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6 TERMINATION OF PO. The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be

exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.



DIRECTOR
Troy Gregg

ASSISTANT DIRECTOR
Alicia Cozad

BOARD OF
COMMISSIONERS
Danielle Bethell
Colm Willis
Kevin Cameron

CHIEF ADMINISTRATIVE
OFFICER
Jan Fritz

MEMORANDUM

TO: Accounts Payable

FROM: Melissa Rounds

DATE: March 30, 2026

RE: BRS Prepaid match payment

This is a request for pre-payment of the State's match portion of BRS revenue received from the Federal Government (through the State) for BRS services provided at the Juvenile Department's Guaranteed Attendance Program.

The Oregon State Department of Human Services Office of Financial Services has informed us that beginning July 1, 2008 Marion County will have to pay the match for services provided to BRS clients before DHS can reimburse the County for the services. This applies to all Medicaid and SCHIP claims.

The total amount is \$111,136.28
The costing is:
125-35-00-372-5106-341370-035001

Thank you,
Melissa Rounds
Administrative Service Manager

PO#	941168	ACH
Approval	➔	
Scan #		
Distr		
Entry Date/by		

MMIS Local Match Leveraging Form

For Behavior Rehabilitation Services, Targeted Case Management and School-Based Health Services claims

Reimbursement authority

42 CFR 433 Subpart B authorizes a unit of government to participate in Federal Financial Participation (FFP) when the unit of government provides the non-federal share (“local match”) of public funds for Medicaid reimbursement for covered services.

By completing and submitting this form, the unit of government agrees that the government provider(s) listed below will retain the full amount of the total computable payment received from the Oregon Health Authority (OHA) for leveraged Medicaid-covered services.

Instructions

- Complete this form for each prepayment submitted for local match. To find out the amount you need to prepay, please see the [Leverage Claims Payable – Not Paid section of the paper remittance advice](#) for each provider you list below.
- Enter the authorized unit of government’s information and the specific match amount for each unit of government provider listed. Make sure the prepayments clearly identify the match amount(s) to associate with each provider number listed below.
- Prepayments received and reported on this form to DHS|OHA by 5:00 p.m. Wednesday will be available for claims that process the following weekend.

If you have questions about submitting local match prepayments, call DHS|OHA Financial Services at 503-947-5017 or 503-947-5007 (Salem).

Unit of Government Name: Marion County Health Dept (for Juvenile Department)		Telephone: (503) 566-2923	
Service Type	Oregon Medicaid Provider Number	Government Provider Name	Match Amount
BRS	500500166		\$111,136.28
Select service type:			
Select service type:			
Select service type:			
Select service type:			
Select service type:			
Select service type:			
Select service type:			
Total prepayment submitted:			\$111,136.28
Prepayment type:			EFT
Check/Electronic Funds Transfer (EFT) # (if known):			
Submission date (MM/DD/YY):			

EFT payments:

- E-mail the completed form to medicaid.leveraging@state.or.us (enter “MMIS” in the subject line of the e-mail) or
- Fax to 503-378-2806 (Salem).

Check payments:

Mail the check with the completed form to:
 DHS|OHA Receiving Unit
 P.O. Box 14006
 Salem, OR 97309-5030


**SIGNATURE PAGE FOR
BEHAVIOR REHABILITATIVE SERVICES CPO - JV-7111-26
between
MARION COUNTY and OREGON DEPARTMENT OF HUMAN SERVICES**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  _____ Date **04/10/2026**
Department Director or designee _____ Date _____

Authorized Signature: Jan Fritz _____ Date **04/14/2026**
Jan Fritz (Apr 14, 2026 09:18:23 PDT)
Chief Administrative Officer _____ Date _____

Reviewed by Signature: Scott Norris _____ Date **04/13/2026**
Scott Norris (Apr 13, 2026 11:16:53 PDT)
Marion County Legal Counsel _____ Date _____

Reviewed by Signature: Sandra L. Lisen _____ Date **04/10/2026**
Marion County Contracts & Procurement _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Legal Counsel

Title: Health and Human Services Board Orders

Management Update/Work Session Date: Audio/Visual aids

Time Required: 5 mins Contact: Steve Elzinga Phone: 503-588-5220

Requested Action: Ratification of Board Orders 26-058, 26-059 and 26-060 pertaining to Department of Health and Human Services.

Issue, Description & Background: A public meeting was held on April 29, 2026 regarding the Marion County Department of Health and Human Services. Board Orders were signed appointing Troy Gregg as Administrator (26-058) and to various roles (26-059) and appointing Phil Blea to various roles (26-060).

Financial Impacts:

Impacts to Department & External Agencies:

List of attachments: Board Orders 26-058, 26-059 and 26-060

Presenter: Steve Elzinga

Department Head Signature: Steve Elzinga Digitally signed by Steve Elzinga Date: 2026.04.30 11:14:29 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Ratifying)
Board Orders 26-058, 26-059, 26-060)
Signed April 29, 2026)

ORDER No. 26-

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on May 6, 2026, to ratify Board Orders 26-058, 26-059 and 26-060 signed at a public meeting on April 29, 2026.

WHEREAS, the Marion County Board of Commissioners appoints in Board Orders, effective April 27, 2026:

- Order 26-058 Troy Gregg as Marion County Health and Human Services Interim Administrator,
- Order 26-059 Troy Gregg to various roles associated with appointment as Marion County Department of Health and Human Services Administrator;
- Order 26-060 Phil Blea to various roles at Marion County Health and Human Services;

IT IS HEREBY ORDERED that the above orders are ratified to the effective date of April 27, 2026.

DATED at Salem, Oregon the 6th day of May, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointing Troy)
Gregg as Marion County Interim) Department of Health and Human Services
Health and Human Services Administrator)

ORDER #: 26-058

This matter came before the Marion County Board of Commissioners at a scheduled public meeting on April 29, 2026, to consider appointing Troy Gregg as Marion County Department of Health and Human Services Administrator.

WHEREAS, the Marion County Board of Commissioners appoints the Administrator of the Marion County Health and Human Services Department;

WHEREAS, the Board finds that Troy Gregg is qualified and willing to serve as interim Administrator; now, therefore,

IT IS HEREBY ORDERED that the Board confirms appointment of Troy Gregg to serve as interim Administrator of the Marion County Health and Human Services Department, effective April 27, 2026, to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 29th day of April, 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

Not Present At Meeting

Chair



Commissioner



Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointing Troy Gregg)
to Various Roles as Marion County) Department of Health and Human Services
Health and Human Services Administrator)

ORDER #: 26-059

This matter came before the Marion County Board of Commissioners at a scheduled public meeting on April 29, 2026, to consider appointing Troy Gregg to various roles associated with appointment as interim Marion County Department of Health and Human Services Administrator.

WHEREAS, the Marion County Department of Health and Human Services Administrator may also serve as:

- Local Public Health Administrator (LPHA) for the Marion County Local Public Health Authority pursuant to ORS 431.418(1);
- Area Plan Administrator of the Marion County Ambulance Services pursuant to Marion County Ordinance 5.20.060;
- Authorizing Official for the purposes of the Federal 340B Drug Pricing Program pursuant to § 340B(a)(4) of the Public Health Service Act;
- Authorizing Agent for purposes of administering Marion County Health Department access to electronic medical record systems (EPIC) of Salem Health; and
- Financial Administrator with the authority to sign Oregon Health Authority (OHA) intergovernmental agreements, within the authority allowed by Marion County Public Contracting Rules; and

WHEREAS, Troy Gregg will serve as interim Administrator of the Marion County Health and Human Services Department and is qualified and willing to serve in additional roles; now, therefore,

IT IS HEREBY ORDERED that Troy Gregg, as interim Director of the Marion County Health and Human Services Department, is appointed to all positions listed above, effective April 27, 2026, to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 29th day of April, 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

Not Present At Meeting

Chair



Commissioner



Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointing Phil Blea)
to Various Roles at Marion County) Department of Health and Human Services
Health and Human Services)

ORDER #: 26-060

This matter came before the Marion County Board of Commissioners at a scheduled public meeting on April 29, 2026, to consider appointing Phil Blea to various roles in the Marion County Department of Health and Human Services.

WHEREAS, an employee of the Marion County Department of Health and Human Services may also serve as:

- Marion County Community Mental Health Program (CMHP) Director pursuant to OAR 309-014-0020 and ORS 430.620;
- Marion County's representative to the statewide Association of Oregon Community Mental Health Programs (AOCMHP); and

WHEREAS, the Board finds that Phil Blea is qualified and willing to serve; now, therefore,

IT IS HEREBY ORDERED that Phil Blea, as an employee of the Marion County Health and Human Services Department, is appointed to all positions listed above, effective April 27, 2026, to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 29th day of April, 2026.

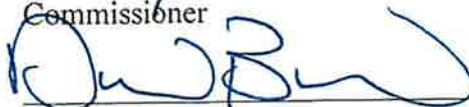
MARION COUNTY
BOARD OF COMMISSIONERS

Not Present At Meeting

Chair



Commissioner



Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 5/6/2026

Department: Public Works

Title: Approve the Amended Parks Fee Schedule

Management Update/Work Session Date: 3/31/2026 Audio/Visual aids []

Time Required: 0 minutes Contact: Kevin Thompson Phone: x4158

Requested Action: Approve attached amendments to the Parks Program's fee schedule.

Issue, Description & Background: The Marion County Parks Program updated its Parks Fee Schedule a little over 12 months ago, at the January 22, 2025 Board Session (Board Order 25-017). Parks would like to make two additions to the current fee schedule. The first is to add a section about State Transient Lodging Tax (see section B of Exhibit A). This is a state tax the County is charged on our camping related revenue (campsites and associated booking fee). The proposed fee structure would pass these costs on to the customer when their reservation is made. The second is to add firewood sales under Campsite fees (see section C, number 3 of Exhibit A).

Financial Impacts: Passing on the State Transient Lodging Tax to the customer will result in a nominal reduction in the Parks Program's expenditures. Fees collected for firewood sales will go toward offsetting the significant Parks Program maintenance budget deficit.

Impacts to Department & External Agencies:

List of attachments: Board Order, Exhibit A

Presenter: Kevin Thompson

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.04.15 12:55:05 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of amending)
the fee schedule for)
Marion County Parks)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on May 6, 2026.

WHEREAS, Marion County Code (“MCC”) chapter 12.05 authorizes the board to adopt parks fees by board order; and

WHEREAS, the board desires to adopt park fees pursuant to Exhibit A. (attached); now, therefore,

IT IS HEREBY ORDERED that park fees be established pursuant to Exhibit A. (attached).

DATED at Salem, Oregon, this 6th day of May, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Exhibit A.

Marion County Park fees

DAY-USE PARKING FEES, PER MOTORIZED VEHICLE

Parking fees are in effect April 1st through October 31st. Outside of this time, visitors may park at no charge.

A. North Fork, Bear Creek, Salmon Falls, North Santiam, Minto, Packsaddle, Niagara, Scott's Mills, Spong's Landing Parks and roadside parking along North Fork Road:

1. Single day parking pass.....\$5
2. 12 month parking pass.....\$30

FEES TO OCCUPY OR USE AN OVERNIGHT CAMP UNIT

Camping in all parks begins April 1st and ends October 31st.

B. State Transient Lodging Tax:

All overnight lodging fees are subject to the Oregon State Transient Lodging Tax pursuant to ORS 320.305 at a rate of 1.5% until December 31, 2026 and a rate of 2.75% starting January 1, 2027. The tax shall be calculated on the total lodging charge for occupancy including the site reservation fee and booking fee. The charge will be added at the time of reservation or payment.

C. Campsite Fees:

1. Campsite booking fee.....\$7
2. Fee for additional vehicle.....\$5/night
3. Firewood sales.....\$16/wheelbarrow
4. Camping cancellation fees:
 - a. Cancellations within 6 days of scheduled arrival will not receive a refund.
 - b. Cancellations made 7 days or more in advance of the scheduled arrival date will be refunded all but the booking fee.

D. North Santiam Park:

1. Walk-up tent site.....\$25/night

GROUP PICNIC SHELTER FEES AND DEPOSIT

Picnic shelter fees are in effect April 1 through October 31st. Outside of this time,
there is no charge for utilizing these facilities and is first come first served.

E. Picnic Shelter Fees:

1. Picnic shelter booking fee.....\$7
2. Refundable deposit.....\$40/shelter
3. Picnic shelter cancellation fees:
 - a. Cancellations within 6 days of scheduled arrival will not receive a refund.
 - c. Cancellations made 7 days or more in advance of the scheduled arrival date will be refunded all but the booking fee.
4. Refunding deposit:
 - a. The full refund will be returned only if the facility is deemed clean and in the same condition as when it was received, as determined by park staff.
 - b. If the renter causes damage to the facility or any other county property, or fails to clean up their trash after the rental, the deposit will be forfeited.

F. Scott's Mills & Labish Village Parks

1. Small picnic shelter.....\$50/each/day

G. Spong's Landing, Roger's Wayside and North Santiam Parks

1. Large picnic shelter.....\$75/each/day

Contract Review Sheet

Purchase Order

942337Title: MCSO Body ArmorContractor's Name: Greystone TacticalDepartment: Sheriff's OfficeContact: Kristy WitherellAnalyst: Sandra FixsenPhone #: (503) 373-4402Term - Date From: Upon SignatureExpires: May 1, 2027Original Contract Amount: \$ 135,000.00

Previous Amendments Amount: _____

Current Amendment: \$ -New Contract Total: \$ 135,000.00Amd% 0%Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 10-0400 Cooperative

Cooperative# _____

Description of Services or Grant Award

The Sheriff's Office routinely replaces expiring body armor and equips new sworn personnel. This PO shall remain valid through May 1, 2027.

The Sheriff's Office is piggybacking off of the NASPO ValuePoint Master Agreement Number 198468 for Body Armor and Ballistic Resistant Products through the State Price Agreement Participating Addendum Number PO-10700-00054687. The Master Agreement expires on May 1, 2027, but has an option to renew for an additional three years.

CMS Record # SO-7093-26

Desired BOC Session Date: 5/6/2026Contract should be in DocuSign by: 4/15/2026Agenda Planning Date: 4/23/2026Printed packets due in Finance: 4/21/2026Management Update: 4/21/2026BOC upload / Board Session email: 4/22/2026BOC Session Presenter(s) Commander Matt WilkinsonCode: Y

REQUIRED APPROVALS

04/14/2026
Kristy Witherell (Apr 14, 2026 08:54:31 PDT)04/14/2026

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Sheriff's Office

Title: Contract Purchase Order with Greystone Tactical in the amount of \$135,000.00

Management Update/Work Session Date: Tuesday, April 21, 2026 Audio/Visual aids []

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff requests approval of the Contract Purchase Order with Greystone Tactical for \$135,000.00. This funding covers sworn staff body armor through May 1, 2027.

Issue, Description & Background: The Sheriff's Office routinely replaces expiring body armor and also equips new sworn personnel. This PO shall remain valid through May 1, 2027. The Sheriff's Office is piggybacking off of the NASPO ValuePoint Master Agreement Number 198468 for Body Armor and Ballistic Resistant Products through the State Price Agreement Participating Addendum Number PO-10700-00054687.

Financial Impacts: Contract Purchase Order for \$135,000.00 through May 1, 2027.

Impacts to Department & External Agencies: N/A

List of attachments: Sample Contract Purchase Order, Master Agreement, Participating Addendum

Presenter: Commander Matt Wilkinson

Department Head Signature: [Signature]



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

GREYSTONE TACTICAL
1185 HINES ST SE
SALEM, OR 97302 United States

Purchase Order		
Purchase Order No	Revision	Page
942337		
Ship To: MARION COUNTY SHERIFF 100 High St Ne Rm B311 Salem,OR 97301-3736 United States		
Bill To: MARION COUNTY SHERIFF PO BOX 14500 Salem,OR 97309-5036 United States		

Customer Acct No	Supplier No 585582	Order Date / Buyer 06-MAY-26	Revised Date / Buyer
Payment Terms Immediate	Ship Via Best Method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CPO - Body Armor Purchase through 5/1/2027		1			\$135,000.00
Total						\$135,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY –TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6 TERMINATION OF PO. The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be

exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.


**SIGNATURE PAGE FOR
MCSO BODY ARMOR - SO-7093-26
between
MARION COUNTY and GREYSTONE TACTICAL**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  _____ Date 04/14/2026
Department Director or designee _____ Date _____

Authorized Signature: _____ Date _____
Chief Administrative Officer _____ Date _____

Reviewed by Signature: _____ Date _____
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  _____ Date 04/14/2026
Marion County Contracts & Procurement _____ Date _____

GREYSTONE TACTICAL SIGNATURE

Authorized Signature: _____ Date _____

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Tax Office

Title: Property tax refund for Big Sky Golf LLC

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: 15 min. Contact: Bri Anna Kelley, Tax Collector Phone: ext. 2247

Requested Action: Adopt order authorizing property tax refund for Big Sky Golf LLC.

Issue, Description & Background: The Taxpayer and the Assessor stipulated to a value as part of Taxpayer's Property Value Appeals Board (PVAB) appeal of account 527681 for the 2025-26 tax year. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due (plus statutory interest) is \$47,933.27. The Board has delegated authority to issue tax refunds under \$20,000 to the tax collector; all others must go to the Board for approval.

Financial Impacts: The amount of the refund (with interest through 5/15/26) is \$47,933.27.

Impacts to Department & External Agencies: None, beyond the processing of the refund itself.

List of attachments: 1. Property tax petition for refund of Big Sky Golf LLC, with supporting documentation. 2. Board Order.

Presenter: Bri Anna Kelley, Tax Collector

Department Head Signature: *Natasha McVey*

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of approving property)
tax refund as submitted by the)
Marion County Tax Collector.)

Order No.

This matter came before the Board of Commissioners upon the recommendation of the Marion County Tax Collector regarding a tax refund petition on account no. 527681, attached hereto and incorporated herein by this reference; and

WHEREAS, the Board finds that the petitioner has demonstrated that a tax refund, including interest, is due in the amount set forth on the petition; and

WHEREAS, the Board finds that the Marion County Tax Collector approved the refund, including interest, as to the amount; and

WHEREAS, the Board finds that Marion County Legal Counsel has approved the refund, including interest, as to legal form,

NOW, THEREFORE, IT IS HEREBY ORDERED that a refund, including interest, be made to the petitioner on account no. 527681 in the amount indicated on the petition.

DATED this _____ day of _____, 20__.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



Tax Account: **527681**

MARION COUNTY BOARD OF COMMISSIONERS
C/O MARION COUNTY TAX COLLECTOR
PO BOX 2511
SALEM, OR 97308-2511

REFUND PETITION

PETITIONER: BIG SKY GOLF LLC
PO BOX 4657
SALEM OR 97302

Petitions the Board of County Commissioners for a refund under ORS 311.806 of taxes paid on Real property.

Tax Account	Tax Year	Tax Amount	Interest through 05/15/26	Refund Amount
527681	2025	\$45,220.07	\$2,713.20	\$47,933.27

REASON FOR REFUND:

PVAB #25-018 STIPULATION AGREEMENT TO REDUCE LAND/IMPROVEMENT RMV.

Signed: See Attached File

Petition verified and refund recommended:

, Marion County Tax Collection Dept. Date 4/14/2026

Approved as to Form

 4/15/26
 Legal Counsel

MARION COUNTY TAX COLLECTOR

Tax Voucher Listing

Tax Account # 527681 Property ID 24010 073W330000300
 Account Status A Situs Address
 Roll Type Real 2025 GOLF COURSE RD S SALEM OR 97302
 BIG SKY GOLF LLC
 PO BOX 4657
 SALEM OR 97302

Assessment and Transaction Information

Assess Trans # 5313436
Created By: smckinney

	Previous	New	Change
Code Area	24010	24010	
AV	4,252,950	1,833,860	(2,419,090)
M5	4,252,950	1,833,860	(2,419,090)
SA	0	0	0
RFPD	4,252,950	1,833,860	(2,419,090)
Exempt	0	0	0
Tax Amount	\$81,122.90	\$34,979.97	(\$46,142.93)

Comments
 CORRECT 2025-26 PVAB #25-018 STIPULATION AGREEMENT TO
 REDUCE LAND/IMPROVEMENT RMV; ACCOUNT NOT IN
 ADJUDICATION.

Tax Detail Information

Tax Trans # 5313436
Completed Date 04/10/2026 **By** nmcvey
Year 2025

Trans Info ADVALOREM IMPOSED STIPULATION AGREEMENTS
 - ORS 308.242

Tax Change (\$46,142.93)
Discount \$0.00
Interest \$0.00
State Interest \$0.00
Interest Paid \$0.00
Payment Received \$0.00

Remarks
 CORRECT 2025-26 PVAB #25-018 STIPULATION AGREEMENT TO
 REDUCE LAND/IMPROVEMENT RMV; ACCOUNT NOT IN
 ADJUDICATION.

SUMMARY OF TAX ACCOUNT
MARION COUNTY TAX COLLECTOR
P.O. BOX 2511
SALEM, OR 97308
(503) 588-5215

10-Apr-2026

BIG SKY GOLF LLC
 PO BOX 4657
 SALEM OR 97302

Tax Account #	527681	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	24010 LEGACY 1-55567000
Situs Address	2025 GOLF COURSE RD S SALEM OR 97302	Interest To	Apr 10, 2026

Tax Summary

Tax Year	Total Due *	Taxes	Fees	Interest	Discount	Original Due	Due Date	Date Paid
2025	(\$46,142.93)	(\$46,142.93)	\$0.00	\$0.00	\$0.00	\$34,979.97	Nov 15, 2025	Jan 2, 2026
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81,381.05	Nov 15, 2024	May 2, 2025
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81,459.73	Nov 15, 2023	Aug 5, 2024
2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81,414.21	Nov 15, 2022	Aug 4, 2023
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81,455.90	Nov 15, 2021	Nov 8, 2021
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81,422.31	Nov 15, 2020	Nov 20, 2020
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79,256.30	Nov 15, 2019	Nov 20, 2020
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,998.49	Nov 15, 2018	Jul 27, 2020
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,935.08	Nov 15, 2017	Jul 27, 2020
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,364.00	Nov 15, 2016	Apr 24, 2019
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,772.74	Nov 15, 2015	May 19, 2016
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,046.84	Nov 15, 2014	Nov 21, 2014
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,679.60	Nov 15, 2013	Nov 20, 2013
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,490.40	Nov 15, 2012	Nov 19, 2012
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,960.54	Nov 15, 2011	Nov 15, 2011
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,923.17	Nov 15, 2010	May 18, 2011
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,209.45	Nov 15, 2009	Nov 13, 2009
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,634.09	Nov 15, 2008	Jun 15, 2009
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,748.69	Nov 15, 2007	Jul 15, 2008
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,805.86	Nov 15, 2006	Jun 18, 2007
2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,672.29	Nov 15, 2005	Aug 15, 2006
2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,916.79	Nov 15, 2004	Aug 10, 2005
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,323.52	Nov 15, 2003	May 12, 2004
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,036.68	Nov 15, 2002	Jul 24, 2003
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,459.69	Nov 15, 2001	Nov 21, 2001
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,893.27	Nov 15, 2000	May 25, 2001
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,415.89	Nov 15, 1999	Nov 22, 1999
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,904.47	Nov 15, 1998	May 17, 1999
1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,806.99	Dec 15, 1997	Aug 29, 1998
1996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,156.34	Nov 15, 1996	Aug 29, 1998
1995	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,071.29	Nov 15, 1995	Aug 29, 1998
Total	(\$46,142.93)	(\$46,142.93)	\$0.00	\$0.00	\$0.00	\$1,931,595.64		

Minimum Payments
 Due On

2/17/2026 \$0.00

4/10/2026 \$0.00

* Taxes + Fees + Interest - Discount



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 6, 2026

Department: Public Works

Title: Consider adoption of an administrative ordinance granting Comprehensive Plan Amendment/Zone Change 24-007/Bruce Ernst

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

Time Required: 5 min Contact: Austin Barnes Phone: 503-566-4174

Requested Action: Staff recommended motion: Approve the administrative ordinance approving Comprehensive Plan Amendment/Zone Change 24-007/Bruce Ernst. Other motion options for consideration are: 1. Direct staff to make changes and approve a modified ordinance. 2. Not approve the ordinance.

Issue, Description & Background: The Marion County Hearings Office held a duly noticed hearing on the application on February 5, 2026. On February 24, 2026, the Hearings Officer issued a recommendation to approve Comprehensive Plan Amendment/Zone Change 24-007/Bruce Ernst. The Marion County Board of Commissioners held a duly noticed hearing on the application on March 25, 2026, and considered all the evidence in the record and approved the request. The ordinance and findings have been prepared and the notice of adoption was given on April 22, 2026. The administrative ordinance is now set for formal adoption.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Ordinance

Presenter: Austin Barnes

Department Head Signature: for Bruce Ernst

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

In the Matter of the)	Case No. 24-007
Application of:)	Comprehensive Plan Amendment
Bruce Ernst)	And Zone Change

AN ADMINISTRATIVE ORDINANCE

ORDINANCE NO. _____

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I. Purpose

This matter comes before the Marion County Board of Commissioners ("Board") on the application of Bruce Ernst to change the zone from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to statewide planning Goal 3 (Agricultural Land) on a 1.6-acre section of a 13.85-acre parcel located at 19937 Highway 99E, Aurora (T4S; R1W; Section 23C; Tax lot 200).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed public hearing on February 6, 2026, and on February 24, 2026, issued a recommendation to approve the zone change. Official notice was taken of the Planning Division file and the Hearings Officer's recommendation. The Board held a duly noticed public hearing on March 25, 2026, and heard in-person testimony in favor from the applicant's attorney. The Board has considered all the evidence in the record, all arguments of the parties and is otherwise fully advised in the premises.

SECTION III. Adoption of Findings and Conclusion

After careful consideration of all facts and evidence in the record, the Board adopts as its own the Findings of Fact and Additional Findings of Fact and Conclusions of Law contained in Section V and VI of the Hearings Officer's decision dated February 24, 2026, contained in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION IV. Action

The requested zone change from EFU (Exclusive Farm Use) to C (Commercial) and comprehensive plan designation change from Primary Agriculture to Commercial is hereby **GRANTED**, subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

The property rezoned by this Ordinance is identified on a map in Exhibit B, attached hereto and by this reference incorporated herein. The Official Marion County Zoning Map shall be changed pursuant to Marion County Code Section 16.01.040 to reflect the new zoning subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION V. Effective Date

Pursuant to Chapter 1.10 of the Marion County Code, this is an Administrative Ordinance and shall take effect 21 days after the adoption and final signatures of the Marion County Board of Commissioners.

SIGNED and FINALIZED this _____ day of _____, 2026, at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Recording Secretary

JUDICIAL NOTICE

Oregon Revised Statutes, Chapter 197.830, provides that land use decisions may be reviewed by the Land Use Board of Appeals by filing a notice of intent to appeal within 21 days from the date this Ordinance becomes final.

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of) Case No. 24-007
) COMPREHENSIVE PLAN AMENDMENT
BRUCE ERNST) AND ZONE CHANGE

RECOMMENDATION

I. Nature of the Application

This matter is before the Marion County Hearings Officer on the Application of Bruce Ernst to change the zone from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to statewide planning Goal 3 (Agricultural Land) on a 1.6-acre section of a 13.85-acre parcel located at 19937 Highway 99E, Aurora (T4S; R1W; Section 23C; Tax lot 200).

II. Relevant Criteria

The standards and criteria relevant to this Application are found in the Marion County Comprehensive Plan (Rural Development Policies), and the Marion County Code (MCC) Title 17, especially MCC 17.123, MCC 17.136, and MCC 17.145. Policies relevant to this Application are also found in the State of Oregon Statewide Planning Goals, and Oregon Administrative Rules (OAR 660-004-018 and OAR 660-004-028).

III. Public Hearing

A public hearing was held on this matter on February 5, 2026. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the Application:

- 1. Austin Barnes Marion County Planning Division
2. Chris Fowler Attorney for Applicant

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

IV. Executive Summary

Applicant seeks approval of a zone change from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to statewide planning Goal 3 (Agricultural Land) on a 1.6-acre section of a 13.85-acre parcel located at 19937 Highway 99E, Aurora.

The 1.6 subject parcel is very small, oddly shaped, and of extremely limited use because of a railroad right-of-way, and the absence of water rights or an on-site water source. Adjacent properties have all been trending to commercial, agricultural processing, and limited residential

use for 40 years. The parcel has not been farmed, and the existing development pattern limits the ability to conduct any normal farm practices on the parcel.

Based on the totality of the evidence and the cumulative effect of existing conditions and surrounding development, the Hearings Officer finds that the Applicant has satisfied the relevant standards and criteria, and that the Subject Property is irrevocably committed to non-resource use and is not reasonably expected to be used for farm use.

The Hearings Officer recommends that the Marion County Board of Commissioners GRANT the Application to change the zone from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to statewide planning Goal 3 (Agricultural Land) on a 1.6-acre section of a 13.85-acre parcel located at 19937 Highway 99E, Aurora (T4S; R1W; Section 23C; Tax lot 200).

V. Findings of Fact

The Hearings Officer, after careful consideration of the testimony and evidence in the record, issues the following finding of fact:

1. The property is located on the west side of HWY 99E, directly south of its intersection with Fobert Rd NE. The property is currently vacant and covered with various species of trees and shrubs. The property has been the subject of various land use cases, including three Farm Dwelling cases from the 1990's, FD91-013, FD95-003 and FD95-150. It was also the subject of an Administrative Review in 2023, AR23-036 and is considered legal for land use purposes.
2. Properties in all directions except south are zoned EFU and are in various levels of farm production. The area is characterized by filbert orchards and some of the properties have dwellings or packing facilities. To the south is a mobile home park zoned EFU and a parcel zoned C (Commercial) that appears to be used as a personal storage business.
3. Marion County Planning Division requested comments on the proposal from various governmental agencies.

Marion County Public Works Land Development and Engineering Permits (MCPW)
provided the following comments:

ENGINEERING ADVISORIES

- A. PW Engineering has no action items for the proposed Zone Change itself.
- B. The following are PW Engineering guidelines for future development:
 - Applicant will need to meet ODOT, Railroad and Marion County requirements for stormwater discharge
 - Applicant will need to coordinate access and utility extensions to Hwy 99E with ODOT.

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- Transportation System Development Charges (SDCs) will be assessed at the time of application for building permits.

Oregon Department of Transportation (ODOT) commented:

“We do not have any comments from the access management perspective, this segment of highway is not access controlled and the existing access to the site is presumed to be permitted.”

Marion County Building Department commented:

“No Building Inspection concerns. Permit(s) are required to be obtained prior to development and/or utilities installation on private property.”

The Department of Land Conservation and Development (DLCD) provided a letter regarding the original submission from the applicant. The letter indicated that the application was not sufficient in their eyes. The applicant has since provided additional submissions to address their concerns.

All other contacted agencies contacted either failed to respond or stated no objection to the proposal.

V. Additional Findings of Fact and Conclusion of Law

1. This is a recommendation to the Marion County Board of Commissioners (BOC). The BOC is the final decision-making authority.
2. Applicant has the burden of proving compliance with all applicable criteria as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395(1987).

“Preponderance of the evidence” means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

Applicant must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicant has not met his burden and the application must be denied. If the evidence for every criterion is even slightly in Applicant’s favor, the burden of proof is met and the application is approved.

GOAL EXCEPTION

3. Land use applications of this nature must be consistent with Statewide Planning Goals. The subject parcel is covered by Statewide Goal 3 (Agriculture Land). However, ORS

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197.732 and OAR 660-004 provide a mechanism for a Goal exception process that requires specific findings justifying why such lands are not available for resource use. There are three types of exceptions to Statewide Goals that may be granted. The first two are based on the concept that the subject property is “physically developed” or “irrevocably committed” to a certain use. The third is a “reasons” exception where there is a demonstrated need for the proposed use or activity. Applicant states that the proposal qualifies for an irrevocably committed exception.

STATEWIDE PLANNING GOALS

4. Proposals to amend the comprehensive plan must be consistent with the Statewide Planning Goals:

Goal 1: Citizen Involvement. The notice and hearings process provides an opportunity for citizen involvement. The goal is satisfied.

Goal 2: Land use Planning. The subject application would change the zoning. The Hearings Officer makes a recommendation to the Marion County Board of Commissioners who will make the decision on behalf of the County. Marion County Planning division requested comments from various governmental agencies, and their comments are included. The goal is satisfied.

Goal 3: Agricultural Lands. Applicant seeks an exception, which is addressed in detail herein.

Goal 4: Forest Lands. The subject property has not been determined to be forest land. This goal does not apply.

Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources. The Marion County Comprehensive Plan does not identify any significant open spaces, scenic and historic areas and natural resources on the subject property.

Goal 6: Air, Water and Land Resources Quality. The subject property is not within an identified air quality area. The property is not located in the Sensitive Groundwater Overlay Zone. No activities have been proposed on the property that would use significant amounts of groundwater. Any single commercial use of water using less than 5,000 gallons per day is exempt from water right permitting requirements of the Oregon Department of Water Resources, as long as the water is used for a “beneficial purpose without waste” and may be subject to regulation in times of water shortage.

Goal 7: Areas Subject to Natural Disasters and Hazards. The subject property is not within an identified floodplain or geologic hazards area. This goal is not applicable.

Goal 8: Recreation Needs. No Goal 8 resources are identified on the property. This goal does not apply.

Goal 9: Economic Development. Because the proposal is a rural commercial designation supported by a Goal 3 exception and does not involve urbanization or expansion of urban services, it is consistent with Goal 9.

Goal 10: Housing. This goal applies to housing within an urban growth boundary and, thus, does not apply to this proposal.

Goal 11: Public Facilities and Services. The subject parcels do not require an extension of services with a C (Commercial) zone use, this goal is satisfied.

Goal 12: Transportation. If the zone is changed to Commercial, the existing development will not have a significant impact on the roadway system in this area because of the minimal number of trips associated with the existing uses and the adequacy of the roadway to accommodate the probable level of additional traffic. ODOT did not identify any concerns with this proposal either.

Goal 13: Energy Conservation. There is no indication of energy use increase or decrease based on the proposed zone change and comprehensive plan change. This goal does not apply.

Goal 14: Urbanization. Applicant proposes to rezone rural residential land to Commercial outside of the urban growth boundary. The Commercial (C) zone as applied here is a rural commercial designation acknowledged as consistent with Goal 14. The proposal does not extend urban services or create urban densities, Therefore, no Goal 14 exception is required.

Goals 15-19 are not applicable because the subject property is not within the Willamette River Greenway, or near any ocean or coastal-related resources.

COMPREHENSIVE PLAN AMENDMENT

5. All Comprehensive Plan changes are subject to review by the State Department of Land Conservation and Development (DLCD). DLCD was notified as required by State Law.

DLCD provided a letter in response to the notification, and requested additional findings.

Applicant submitted a response with additional information in support of the Application. Planning Staff found that the additional submission by Applicant sufficiently addressed the concerns raised by DLCD in their letter. DLCD did not provide further comment or otherwise indicated that additional findings were required.

6. An exception based upon land that is irrevocably committed must demonstrate compliance with OAR 660-004-0018(2), which addresses planning and zoning for exception areas. Specifically, the applicant must demonstrate that approval of the exception meets the following requirements: The rural uses, density, and public facilities and services will not commit adjacent or nearby resource land to uses not allowed by the applicable goal as described in OAR 660-004-0028; and the rural uses,

density, and public facilities and services are compatible with adjacent or nearby resource uses.

7. The Marion County Comprehensive Plan (MCCP) establishes procedures to be used when considering plan amendments. Plan changes directly involving 5 or fewer property owners will be considered a quasi-judicial amendment. The amendment will be reviewed by the zone change procedures established in MCC 17.123. A plan amendment of this type may be processed simultaneously with a zone change request with the zone change procedure outlined in Chapter 17.123 of the MCRZO. The subject property is comprised of one tax lot with one owner, all having an existing use, the proposal can therefore be considered under the quasi-judicial amendment process.
8. The MCCP does not contain specific review criteria for plan amendments; however, any amendment must be consistent with its applicable goals and policies. The goals and policies that apply in this case are located in the Rural Development Chapter and include policies for areas designated Commercial:
 - A. *“Strip-type” commercial or residential development along roads in rural areas shall be discouraged.*
 - B. *Rural industrial, commercial, and public uses should be limited primarily to those activities that are best suited to a rural location and are compatible with existing rural developments and agricultural goals and policies.*

No strip-type development is proposed. The majority of the parcels in the area are currently developed with commercial uses or farm uses and any additional development would not be expected to have any additional impact on surrounding agricultural and rural residential lands. This zone change would extend the commercial zoning to the extent possible allowed by vacant lands in the area, this would make the land more compatible with existing uses as there is already commercial zoning to the south. The area already sees commercial traffic on 99E along with the commercial farm businesses. Applicant did not show any proposed development on the site plan but indicated that the proposal will expand an existing commercial node rather than create a “strip type” development. This proposal would be compatible with existing uses in the area.

9. OAR 660-004-0018 (2) requires that “physically developed” and “irrevocably committed” exceptions to goals, plan, and zone designations shall authorize a single numeric minimum lot size and shall limit uses, density, and public facilities and services to those:
 - A. *That are the same as the existing land uses on the exception site;*
 - B. *That meet the following requirements:*

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- i. *The rural uses, density, and public facilities and services will maintain the land as "Rural Land" as defined by the goals and are consistent with all other applicable Goal requirements; and*
 - ii. *The rural uses, density, and public facilities and services will not commit adjacent or nearby resource uses to nonresource use as defined in OAR 660-004-0028; and*
 - iii. *The rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses;*
- C. *For which the uses, density, and public facilities and services are consistent with OAR 660-022-0030, 'Planning and Zoning of Unincorporated Communities', if applicable, or*
- D. *That are industrial development uses, and accessory uses subordinate to the industrial development, in buildings of any size and type, provided the exception area was planned and zoned for industrial use on January 1, 2004, subject to the territorial limits and other requirements of ORS 197.713 and 197.714.*

Because the subject property is not within an unincorporated community and is not in industrial use, C and D do not apply. Marion County has adopted a rural commercial zone which has been acknowledged as complying with Goal 14, Urbanization. The Commercial (C) zone as applied in Marion County is acknowledged to comply with Goal 14 and does not authorize urban levels of development or public facilities. The zone ensures that rural uses will not exceed density limitations on rural land and will not commit rural uses to requiring an urban level of public facilities. The commercial uses which would be allowed under the county's Commercial zone would be able to be supported on solely a rural level of public services, including rural septic service, and would be similar to the types of uses found in the surrounding land to the south, which is zoned Commercial. The property cannot be farmed in conjunction with any other parcels in the area. No urban public services will be needed to serve the site. The parcels in the area already consist of properties in commercial or residential use. Based on the evidence and findings provided by the applicant and summarized here, the proposal appears to meet the criteria for a goal three exception.

10. OAR 660-004-028 specifies that a local government may adopt an exception to a goal when the land subject to the exception is irrevocably committed to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make the uses allowed by the applicable goal impracticable. It further stipulates that whether land is irrevocably committed depends on the relationship between the exception area and the lands adjacent. The findings for a committed exception, therefore, must address the following:

A. The characteristics of the exception area;

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- B. The characteristics of the adjacent area and the lands adjacent to it; and*
- C. The relationship between the exception area and the lands adjacent to it; and*
- D. The other relevant factors set forth in OAR 660-04-028(6).*

OAR 660-004-028(6) referenced above indicates that findings of fact for a committed exception shall address the following factors:

- A. Existing adjacent uses;*
- B. Existing public facilities and services (water and sewer lines, etc.);*
- C. Parcel size and ownership patterns of the exception area and adjacent lands:*

(i) Consideration of parcel size and ownership patterns shall include an analysis of how the existing development pattern came about and whether findings against the Goals were made at the time of partitioning or subdivision. Past land divisions made without application of the Goals do not in themselves demonstrate irrevocable commitment of the exception area. Only if development (e.g., physical improvements such as roads and underground utilities) on the resulting parcels or other factors makes unsuitable their resource use or the resource use of nearby lands can the parcels be considered to be irrevocably committed. Resource and non-resource parcels created pursuant to the applicable goals shall not be used to justify a committed exception. For example, the presence of several parcels created for non-farm dwellings or an intensive commercial agricultural operation under the provisions of an exclusive farm use zone cannot be used to justify a committed exception for land adjoining those parcels.

(ii) Existing parcel sizes and contiguous ownership shall be considered together in relation to the land's actual use. For example, several contiguous undeveloped parcels (including parcels separated only by a road or highway) under one ownership shall be considered as one farm or forest operation. The mere fact that small parcels exist does not in itself constitute irrevocable commitment. Small parcels in separate ownerships are not likely to be irrevocably committed if they stand alone amidst larger farm or forest operations, or are buffered from such operations.

D. Neighborhood and regional characteristics;

E. Natural or manmade features or other impediments separating the exception area from adjacent resource land. Such features or impediments include but are not limited to roads, watercourses, utility lines, easements, or rights-of-way that effectively impede practicable resource use of all or part of the exception area;

F. Physical Development according to OAR 660-004-025; and

G. Other relevant factors.

Applicant has addressed the characteristics and relationship of the exception area and the lands adjacent to it, consistent with OAR 660-004-028, as shown in 12 (A), (B), (C) and

(D) above. The land is segmented and broken off from the lands around it, due to the existence of a railroad right-of-way to the west and Highway 99E to the east. To the north is a narrow strip of EFU land, too small to be used for anything other than a buffer strip between the railroad and highway. This small strip of land gradually grows slimmer until the two rights-of-way combine. To the south are lands zoned Commercial and developed with storage buildings.

If this zone change were to be approved, the subject property would be consistent with this zoning and create a harmonious area of Commercially zoned land, appropriately buffered and separated from EFU lands in the area such that, no adverse impacts would be expected. The surrounding pattern of development, regardless of zoning designation, constrains the subject property's ability to be used for farm use.

The subject property is physically separated from surrounding farm operations by Highway 99E and a railroad right-of-way, which materially limit its integration into adjacent farm units. It is a small, strangely shaped parcel that has no relationship with other lands in the area. Due to its separation and characteristics, it has been left as wasteland, overgrown with trees and shrubs.

As stated herein, the rural C zone permits uses that do not require public facilities such as sewer or water.

Highway 99E and the railroad have split off this sliver of EFU land from its larger, farmable parent parcel. It is now an island constrained on all sides and too small for practicable farm use. These physical and functional constraints render farm use impracticable under existing conditions and prevent the parcel from operating as part of a viable farm unit. (i) above explains how roads may be used to demonstrate that a parcel is irrevocably committed to a non-resource use, this applies here.

Additionally, Applicant submitted an analysis showing how tractors and other farm equipment are too large to be used on the subject property. The owner of the property is a local farmer with many acres of farmland in active production. He provides a statement to the record demonstrating how the irregular and small size of the parcel, coupled with the busy highway, make it nearly impossible to get equipment on the site to be used for planting and harvesting. The Property is a small trapezoidal shape, and the southern end is too narrow for large vehicles or logging trucks to turn around. If the northern or middle portions of the Property were left clear for roads and turn-around space for logging trucks or other vehicles, there would be no space for logging.

Because the parcel is so small, the equipment would have to be driven to the parcel each time a farming practice needed to be done. There is no room on the parcel to build storage barns as this would take much of the land out of any theoretical crop production. Applicant states that with one access and the size and turning radius of farm equipment, he has never been able to farm that portion of the property. The angles of the turns are highly reflexive, for example it would likely be impossible for even regular equipment, let alone articulated vehicles, to physically make the left-hand turn

from 551/Hubbard Cutoff Road south to 99E north at the light without intruding on the opposite lane of the road, as well as navigating on the subject property itself. Finally, the property has no water rights, making small scale agricultural production nearly impossible on the land. No evidence was presented identifying a specific dryland farm use that could reasonably operate on the subject property under its existing constraints. The record contains no evidence of any economically viable farm use, including dryland farming, that could practically occur on the subject property given its size, configuration, and access limitations.

While no minimum parcel size applies, the size and configuration of the subject property affect its practical operability for farm use. The evidence demonstrates that farm use is not reasonably practicable on the subject property given existing conditions.

To address (ii) above, Applicant does own farmlands adjacent to this parcel that are in active farm production as filbert orchards. Applicant has never been able to farm the subject property due to the factors described above and as stated in the application and submitted materials. The physical factors, roads, shape of parcel and inability to locate farm equipment on it, irrevocably commit this parcel to a non-farm use. The criterion is met.

Based on the totality of the evidence and the cumulative effect of existing conditions and surrounding development, the Hearings Officer concludes that the subject property is irrevocably committed to non-resource use within the meaning of OAR 660-004-0028 and is not reasonably expected to be used for farm use in the future, notwithstanding its EFU zoning designation.

ZONE CHANGE

11. Applicant seeks a zone change from EFU (Exclusive Farm Use) to C (Commercial). The criteria for a zone change are found in the Marion County Code Chapter 17.123.060 and include:
 - A. *The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the goals and policies of the Comprehensive Plan and the description and policies for the applicable land use classification in the Comprehensive Plan; and*
 - B. *The proposed change is appropriate considering the surrounding land uses and the density and pattern of development in the area; and*
 - C. *Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property; and*

- D. *The other lands in the county already designated for the proposed use are either unavailable or not as well suited for the anticipated uses due to location, size or other factors; and*
- E. *If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the new zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

The Commercial zone is the only zone that implements the rural Commercial designation in the Marion County Comprehensive Plan (MCCP). The MCCP policies that address designating property as Commercial were addressed herein. The proposal is in compliance based on the evidence presented in the goal exception section of this recommendation. There is a small amount of land zoned C in Marion County. Applicant was unable to find any such lands vacant and available. This proposal makes the best use of the vacant land.

The proposed change is appropriate considering the surrounding land uses and the density and pattern of development in the area. The property to the south of the Easterly Portion of the Subject Property is zoned Commercial and is approximately 3.89 acres in size. It is currently utilized as a U-haul transportation rental and self-storage facility. It occupies all of the land to the east of the railroad right-of-way between the right-of-way and Highway 99E. It is highly developed, with 11 large buildings and dozens of vehicles on the property at any given time. This parcel's use is similar to the likely proposed use of the Easterly Portion of the Subject Property, or more likely more intense than the eventual use of the Easterly Portion of the Subject Property if it is rezoned to Commercial.

The Commercial (C) zone implements the Commercial Comprehensive Plan designation and is appropriate given the characteristics of the site and surrounding development. The proposed zone change satisfies the criteria of MCC 17.123.060, and adequate public facilities and services can be provided at a rural level without committing surrounding resource lands to non-resource use.

The criteria for a zone change from EFU (Exclusive Farm Use) to C (Commercial) are satisfied.

VII. Recommendation

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval to change the zone from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to statewide planning Goal 3 (Agricultural Land) on a 1.6-acre section of a 13.85-acre parcel located at 19937 Highway 99E, Aurora (T4S; R1W; Section 23C; Tax lot 200).

Therefore, the Hearing Officer recommends that the Marion County Board of Commissioners GRANT the Application subject to the following conditions that are necessary for the public health, safety, and welfare:

1. The applicant shall obtain all permits required by the Marion County Building Inspection Division.
2. All future development on the property must satisfy the specific development standards in the C zone, chapter 17.145 and the general development standards found in chapter 17.112, 17.113 and 17.118 of the Marion County Code.

VIII. Referral

This document is a recommendation to the Marion County Board of Commissioners. The Board will make the final determination on this Application after holding a public hearing. The Planning Division will notify all parties of the hearing date.

DATED at Salem, Oregon, this 24th day of February, 2026.



Jill F. Foster

Marion County Hearings Officer

CERTIFICATE OF MAILING

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

Bruce Ernst
PO Box 460
St. Paul, OR 97133

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

Chris Fowler
Sussman Shank
1000 SW Broadway, Ste. 1400
Portland, OR 97205

Fire District: (via email)
Aurora Fire District
jwilliams@aurorafire.org

Daniel Webb
1864 N Redwood St.
Canby, OR 97013

Planning Division (via email)
breich@co.marion.or.us
abarnes@co.marion.or.us
jspeckman@co.marion.or.us
ediaz@co.marion.or.us

Chad Goffin *(via email)*
Marion County Code Enforcement

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

Area Advisory Committee 6: (via email)
Ben Williams
Friends of French Prairie
fofp99@gmail.com

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

Roger Kaye
Friends of Marion County
P.O. Box 3274
Salem, OR 97302
Rkaye2@gmail.com

School District: (via email)
North Marion School District 15
Ginger.redlinger@nmarion.k12.or.us

1000 Friends of Oregon
133 SW 2nd Ave
Portland, OR 97204-2597

Code Enforcement (via email)
CGoffin@co.marion.or.us

County Agencies Notified:
Assessor's Office (via email)
assessor@co.marion.or.us

State Agencies Notified: (via email)
DLCD
Karen.grosulak-mccord@dlcd.oregon.gov
Sarah.marvin@state.or.us
Hilary.foote@state.or.us

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

ODOT

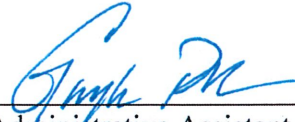
Odotr2planmgr@odot.state.or.us

Special Agencies Notified: *(via email)*

Marion County Farm Bureau

info@marioncofarm.com

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 24th day of February, 2026 and that the postage thereon was prepaid.



Administrative Assistant to the
Hearings Officer

Area to be re-zoned shown in light blue



NOTIFICATION MAP

Input Taxlot(s): 041W23C000200

Owner Name: ERNST, BRUCE W

Situs Address: (No Situs Address)
 City/State/Zip:
 Land Use Zone: EFU
 School District: NORTH MARION
 Fire District: AURORA

Legend Input Taxlots Search Radius Adjacent Taxlots Highways Notify Taxlots Cities		
 search radius = 1,000' scale: 1 in = 608 ft	DISCLAIMER: This map was produced from Marion County Assessor's geographic database. This database is maintained for assessment purposes only. The data provided hereon may be inaccurate or out of date and any person or entity who relies on this information for any purpose whatsoever does so solely at his or her own risk. In no way does Marion County warrant the accuracy, reliability, scale or timeliness of any data provided on this map.	

Contract Review Sheet

Public Improvement Agreements

PW-7092-26

Title: Asphalt Concrete Resurfacing of Various Marion County Roads

Contractor's Name: North Santiam Paving Co.

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: Execution

Expires: September 4, 2027

Original Contract Amount: \$ 3,685,517.40

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 3,685,517.40 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

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

ITB# PW1778-26

Description of Services or Grant Award

PW-7092-26 with North Santiam Paving Co. in the amount of \$3,685,517.40 for Asphalt Concrete Resurfacing of Various County Roads. Planned work for this project includes isolated pavement repairs, paving, guardrail, new centerline delineation, and shoulder rock on 17.1 miles on six different roads in north county.

Desired BOC Session Date: 5/6/2026

Contract should be in DocuSign by: 4/15/2026

Agenda Planning Date: 4/23/2026

Printed packets due in Finance: 4/21/2026

Management Update: 4/14/2026

BOC upload / Board Session email: 4/22/2026

BOC Session Presenter(s) Ryan Crowthers

Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 5/6/2026

Department: Public Works

Title: Contract with North Santiam Paving Co. for Asphalt Concrete Resurfacing

Management Update/Work Session Date: 4/14/26 Audio/Visual aids

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

Requested Action: Approve Public Improvement Agreement No. PW-7092-26 with North Santiam Paving Co. in the amount of \$3,685,517.40 for Asphalt Concrete Resurfacing of Various County Roads.

Issue, Description & Background: Planned work for this project includes isolated pavement repairs, paving, guardrail, new centerline delineation, and shoulder rock on 17.1 miles on six different roads in north county.

The ITB was posted from 2/13/26 - 3/19/26 and four bids were received of which North Santiam Paving Co. was the lowest responsible bidder at \$3,685,517.40.

Financial Impacts: Public works has the required funds budgeted for this project.

Impacts to Department & External Agencies: Entering into this agreement does not directly impact any other Marion County departments.

List of attachments: Construction Contract PW-7092-26

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.04.06 17:12:23 -07'00'

CONSTRUCTION CONTRACT PW-7092-26

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

WITNESSETH

Contractor, in consideration of the sum of \$ 3,685,517.40 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

1. Contract Exhibits. This Contract includes the following exhibits, each of which are incorporated into this Contract and by this reference are made a part hereof as though fully set forth herein:

Exhibit A – BID SCHEDULE

Exhibit B – BID CERTIFICATION

Exhibit C – PERFORMANCE BOND

Exhibit D – LABOR AND MATERIALS PAYMENT BOND

Exhibit E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Exhibit F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Exhibit G – PROJECT WAGE RATES

Exhibit H – (RESERVED)

Exhibit I – SPECIAL PROVISIONS

Exhibit J – PLANS AND DRAWINGS

Exhibit K – GENERAL CONDITIONS FOR CONSTRUCTION FOR MARION COUNTY (v2024)

Exhibit L – INVITATION TO BID AND INVITATION TO BID ADDENDUM #1 THROUGH #2.

In the event of a conflict between two or more provisions within any of the documents comprising this Contract, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Contract is as follows, listed from highest precedence to lowest precedence: (1) this Contract without exhibits, (2) Exhibit I, (3) Exhibit K, (4) Exhibit H (Reserved), (5) Exhibit G, (6) Exhibit L, (7) Exhibit J, (8) Exhibit A, (9) Exhibit B, (10) Exhibit C, (11) Exhibit D, (12) Exhibit E, and (13) Exhibit F.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Contractor shall indemnify, defend, save and hold harmless the County and its officers, employees,

agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County.

6. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.
7. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
8. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
9. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
10. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
11. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

- a. Compliance with Regulations.

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

- b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

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

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

12. Incorporation of Provisions.

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

13. Independent Contractor.

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

14. Governing Law and Venue.

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

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

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

NORTH SANTIAM PAVING CO., SIGNATURE

Authorized Signature: _____
Date

Title: _____

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: <https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>.

Wage Rates are Subject to Change - Modifications or amendments to BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page for modifications and amendments up until Bid Opening.

MARION COUNTY PUBLIC WORKS
INVITATION TO BID
FOR
THE CONSTRUCTION OF
CONSTRUCTION OF ASPHALT CONCRETE RESURFACING
OF VARIOUS MARION COUNTY ROADS

MARION COUNTY, OREGON

Bid Publication Date: February 13, 2026

Bid Opening: March 19, 2026

MARION COUNTY BID #: PW1778-26

OREGONBUYS BID SOLICITATION #: S-C25102-00015959

ONEOFFICE NO. 2026-101
ACCOUNTING PROJECT NO. 106497

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Wills	Commissioner
Kevin Cameron	Commissioner

Brian Nicholas, Director of Public Works



RENEWS: 2/31/27

Electronic copies of this Invitation To Bid and attachments, if any, can be obtained from the Marion County Procurement Portal at the URL:

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

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Maps and Drawings

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T-2	State St SE Typical Section
T-3	Deschutes St SE Typical Section
S-1	State St Detour
C01 - C04	Guardrail Drawings
D-1	Driveway Wingout Detail
D-2	Driveway Approach Detail
D-3	Driveway Water Bar Detail
D-4	Pavement Removal Detail
D-5	Mailbox Turnout Detail
D-6	Alignment Layout Marking Detail
D-7	Striping Layout Marking Detail
DET4557	Rural Highway Modified Centerline Rumble Strips
DET4558	Rural Highway Centerline Rumble Strips Miscellaneous Details
RD100	Mailbox Support
RD101	Mailbox Installation
RD356	Manhole Cover and Frames
RD360	Manhole Frame Adjustment
RD365	Frames & Grates For Concrete Inlets
RD402	Midwest Guardrail System Types
RD404	Midwest Guardrail System Steel Post and Block
RD406	Placement of Guardrails on Slopes

RD407 Midwest Guardrail System W-Beam
RD416 Midwest Guardrail System Standard Hardware (Nuts, Bolts, Washers and Misc.)
RD417 Midwest Guardrail System End Sections
RD419 Midwest Guardrail System Grading For Terminals
RD420 Midwest Guardrail System Non-Flared Energy-Absorbing Terminal
RD421 Midwest Guardrail System Flared Energy-Absorbing Terminal (MFLEAT)
RD438 Midwest Guardrail System Downstream Anchor Terminal (DAT)
RD443 Midwest Guardrail System Typical Layouts For Embankments
RD445 Guardrail Installation At R.R. Grade Crossing
RD450 Guardrail Anchors (Steel)
RD451 Wood Breakaway Posts
RD471 Midwest Guardrail System Over Low-Fill Culverts Omitted Post
RD610 Asphalt Concrete Pavement (ACP) Details
RD615 Surface Edge Details
RD1030 Sediment Barrier Type 2, 3 and 4
TM500 Pavement Marking Standard Detail Blocks
TM502 Pavement Marking Standard Detail Blocks
TM503 Pavement Marking Standard Detail Blocks
TM515 Pavement Markers
TM517 Recessed Pavement Markers
TM530 Intersection Pavements Markings (Crosswalk, Stop Bar & Bike Lane Stencil)
TM800 Tables, Abrupt Edge and PCMS Details
TM810 Temporary Pavement Markings
TM820 Temporary Barricades
TM821 Temporary Sign Supports
TM822 Temporary Sign Supports
TM841 Intersection Work Zone Details
TM850 2-Lane, 2-Way Roadways
TM855 2-Lane, 2-Way Roadways

INTRODUCTION

1.1 Description of Work

Construction on various Marion County roads includes cold plane pavement removal, asphalt concrete overlay, shoulder rock, raised pavement markers, and guardrail as called for in the Specifications and such additional Incidental Work as requested by the Engineer. The estimated cost range is \$3,000,000 and 5,000,000

1.2 Requests for Clarification or Changes

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

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in 00120.45 **by 2:00 p.m. on March 19, 2026**. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

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

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

PUBLIC BID OPENING

Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on Thursday, March 19, 2026, at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link [Construction of Asphalt Concrete Resurfacing Of Various Marion County Roads](#).

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

1.4 Revision or Withdrawal of Bids

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

1.5 Time for Completion of Work

- The Contractor shall complete all Work to be done under the Contract for Project #2 (State Street) not later than June 30th, 2026.
- The Contractor shall complete all Work to be done under the Contract for all remaining projects not later than September 4th, 2026.

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.6 Funding

This project is locally funded.

1.7 Project Information

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

Alicia Jones

503-373-4320

PWContracts@co.marion.or.us

1.8 Bid Guarantee

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid per 00120.40(e).

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

1.9 Applicable Specifications

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

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

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

1.10 Prevailing Wage Rate Requirements

This Project is subject to Oregon prevailing wage rate law (BOLI), and any amendments in effect at the time of solicitation. The existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package as **one pdf file**:

- Bid Schedule – Attachment A
- Bid Certification – Attachment B
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e)) – Attachment C
- Drug and Alcohol Testing Policy Certification – Attachment D

NOTE: All mandatory submission forms must be combined and submitted as one pdf file.

In addition – please upload the excel Bid Schedule (Attachment A), excel version takes precedence.

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

- First-Tier Subcontractor Disclosure Form – Attachment E

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.12 Bid Evaluation

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

1.13 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.14 Contract Expiration Date

Contract 2026-101 expires on September 4th, 2027.



Marion County
OREGON

**ADDENDUM #1
TO THE
INVITATION TO BID
PW1778-26 - ITB - ASPHALT CONCRETE RESURFACING OF VARIOUS MARION
COUNTY ROADS
ISSUED ON 3/9/2026 2:00:00 PM**

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

A. Scope of Work Revisions:

The following changes are made to the Special Provisions:

1. 00180.50(h) – Replace with the following:

Contract Time – There are two Contract Times on this Project as follows:

1. The Contractor shall complete all Work to be done under the Contract for Project No. 2, State Street, not later than June 30th, 2026.
2. The Contractor shall not begin work prior to July 1st, 2026, and complete all Work to be done under the Contract not later than September 4, 2026, for Projects 1, 3 and 4.

2. 00220.40(e)(1) – Replace with the following:

Single Lane Closures – One Traffic Lane may be closed during the following times, except as specified in 00220.109(e)(2), or as pre-approved by the Engineer.

- Daily, Monday through Friday, between 7:00 a.m. and 7:00 p.m. for projects 1, 3 and 4.
- Daily, Monday through Friday, between 7:00 a.m. and 3:00 p.m. for project 2.

3. 00223.35 – Delete this subsection

4. 00223.80(a)(4) – Delete this Subsection

5. 00223.90 – Delete the following:

(g) Railroad Flagger Services..... Invoiced Amount Not to Exceed \$4,000



Marion County
OREGON

**ADDENDUM #2
TO THE
INVITATION TO BOD
PW1778-26 - ITB - ASPHALT CONCRETE RESURFACING OF VARIOUS MARION
COUNTY ROADS
ISSUED ON 3/12/2026 2:00:00 PM**

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

A. Fillable Bid Schedule: - Updated

a. FILLABLE BID SCHEDULE - UPDATED

BID SCHEDULE - UPDATED
 Marion County Public Works
 Asphalt Concrete Resurfacing Of Various Marion County Roads
 Marion County Bid Solicitation #: PW1778-26
 OregonBuys Bid Solicitation #: S-C25102-00015959
 OneOffice #: 2026-101

PROJECT NUMBER 1: HOWELL PRAIRIE RD SE

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0001-0808	RAILROAD INSPECTION	1	AA (As Authorized)		
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	8	EACH		
0223-0168	FLAGGERS	1,390	HOUR		
0223-0172	PILOT CARS	310	HOUR		
0225-0148	TEMPORARY REFLECTIVE PAVEMENT MARKERS	4,700	EACH		
0225-0150	TEMPORARY REMOVABLE TAPE	380	FT		
0280-0100	EROSION CONTROL	1	LS		
0280-0115	SEDIMENT BARRIER, TYPE 3	600	FT		
0290-0100	POLLUTION CONTROL PLAN	1	LS		
0305-0100	CONSTRUCTION SURVEY WORK	1	LS		
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
0320-0100	CLEARING AND GRUBBING	1	LS		
0490-0100	ADJUSTING BOXES	15	EACH		
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS	2,250	SQYD		
0620-0118	COLD PLANE PAVEMENT REMOVAL, 1 INCHES DEEP	117,083	SQYD		
0641-0130	AGGREGATE SHOULDERS	7,500	TN		
0738-0200	SAFETY EDGE	1	LS		
0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP	22,250	TN		
0749-0100	EXTRA FOR ASPHALT APPROACHES	9	EACH		
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS	17	EACH		
0810-0120	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	2	EACH		
0810-0130	GUARDRAIL TERMINALS, FLARED	2	EACH		
0810-0133	EXTRA FOR 8 FOOT POSTS, STEEL	12	EACH		
0810-0134	EXTRA FOR 11 FOOT POSTS	6	EACH		
0810-0210	GUARDRAIL END PIECES, THRIE-BEAM, TYPE B	2	EACH		
0810-0320	EXTRA FOR POST HOLE IN ROCK	6	EACH		
0810-0500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	28	FT		
0810-0510	MIDWEST GUARDRAIL SYSTEM, TYPE 3	28	FT		
0855-0107	BI-DIRECTIONAL YELLOW TYPE IAR MARKERS, RECESSED	1,102	EACH		
0857-0150	CONTINUOUS RUMBLE STRIPS	44,084	LF		

0861-0050 STRIPING LAYOUT	1	LS
1030-0228 NATIVE PLANT SEEDING	1	LS
1070-0100 SINGLE MAILBOX SUPPORTS	21	EACH
1070-0101 MULTIPLE MAILBOX SUPPORTS	2	EACH
1070-0102 MAILBOX CONCRETE COLLARS	2	EACH
1070-0650 MAILBOX, LOCKING, WITH NUMBERS	3	EACH

OneOffice 2026-101 - PROJECT NUMBER 1 * TOTAL

PROJECT NUMBER 2: STATE ST SE

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0001-0808	RAILROAD INSPECTION	1	AA (As Authorized)		
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	4	EACH		
0223-0168	FLAGGERS	600	HOUR		
0223-0172	PILOT CARS	130	HOUR		
0225-0148	TEMPORARY REFLECTIVE PAVEMENT MARKERS	1,921	EACH		
0225-0150	TEMPORARY REMOVABLE TAPE	160	FT		
0280-0100	EROSION CONTROL	1	LS		
0280-0115	SEDIMENT BARRIER, TYPE 3	700	FT		
0290-0100	POLLUTION CONTROL PLAN	1	LS		
0305-0100	CONSTRUCTION SURVEY WORK	1	LS		
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
0310-0640	REMOVAL OF RAILROAD CROSSING	1	EACH		
0320-0100	CLEARING AND GRUBBING	1	LS		
0490-0100	ADJUSTING BOXES	13	EACH		
0490-0102	ADJUSTING CATCH BASINS	2	EACH		
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS	3,050	SQYD		
0620-0120	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	1,112	SQYD		
0620-0305	COLD PLANE PAVEMENT REMOVAL, REPAIR AREAS	4,978	SQYD		
0641-0130	AGGREGATE SHOULDERS	3,090	TN		
0738-0200	SAFETY EDGE	1	LS		
0744-0225	LEVEL2, 3/8" DENSE, PG 64-22, ACP, IN LEVELING	45	TN		
0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP	7,500	TN		
0744-0265	LEVEL 2, 1/2" DENSE, PG 64-22, ACP IN BASE PLUG	850	TN		
0749-0100	EXTRA FOR ASPHALT APPROACHES	3	EACH		
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS	6	EACH		
0810-0120	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	2	EACH		
0810-0122	GUARDRAIL END PIECES, TYPE B	2	EACH		
0810-0123	GUARDRAIL END PIECES, TYPE C	2	EACH		

0810-0129	GUARDRAIL TERMINALS, NON-FLARED	2	EACH
0810-0130	GUARDRAIL TERMINALS, FLARED	2	EACH
0810-0133	EXTRA FOR 8 FOOT POSTS, STEEL	12	EACH
0810-0134	EXTRA FOR 11 FOOT POSTS	6	EACH
0810-0320	EXTRA FOR POST HOLE IN ROCK	6	EACH
0810-0450	MIDWEST GUARDRAIL ANCHOR SYSTEM DOWNSTREAM ANCHOR TERMINAL	2	EACH
0810-0500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	375	FT
0810-0510	MIDWEST GUARDRAIL SYSTEM, TYPE 3	25	FT
0861-0050	STRIPING LAYOUT	1	LS
1030-0228	NATIVE PLANT SEEDING	1	LS
1070-0100	SINGLE MAILBOX SUPPORTS	20	EACH
1070-0101	MULTIPLE MAILBOX SUPPORTS	1	EACH
1070-0102	MAILBOX CONCRETE COLLARS	1	EACH
1070-0650	MAILBOX, LOCKING, WITH NUMBERS	1	EACH
9999-0510	TEMPORARY DETOUR ROUTE	1	LS

OneOffice 2026-101 - PROJECT NUMBER 2 * TOTAL

PROJECT NUMBER 3: DESCHUTES RD / 93RD AV / EDMUNDSON DR / WALDO HILLS DR

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	3	EACH	
0223-0168	FLAGGERS	270	HOUR	
0223-0172	PILOT CARS	90	HOUR	
0225-0148	TEMPORARY REFLECTIVE PAVEMENT MARKERS	2,420	EACH	
0225-0150	TEMPORARY REMOVABLE TAPE	80	FT	
0490-0102	ADJUSTING CATCH BASINS	1	EACH	
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS	405	SQYD	
0620-0115	COLD PLANE PAVEMENT REMOVAL, CURB LINE	112	SQYD	
0641-0130	AGGREGATE SHOULDERS	2,731	TN	
0744-0205	LEVEL 2, 3/8" DENSE, PG 64-22, ACP	4,900	TN	
0744-0225	LEVEL 2, 3/8" DENSE, PG 64-22, ACP, IN LEVELING	2,300	TN	
0749-0100	EXTRA FOR ASPHALT APPROACHES	2	EACH	
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS	2	EACH	
0861-0050	STRIPING LAYOUT	1	LS	
1070-0100	SINGLE MAILBOX SUPPORTS	6	EACH	
1070-0600	MAILBOX WITH NUMBERS	1	EACH	
1070-0650	MAILBOX, LOCKING, WITH NUMBERS	1	EACH	

OneOffice 2026-101 - PROJECT NUMBER 3 * TOTAL

PROJECT NUMBER 4: REFLECTIVE PAVEMENT MARKERS

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE
0223-0172	PILOT CARS	80	HOUR	
0855-0102	BI-DIRECTIONAL YELLOW TYPE I MARKERS	1,085	EACH	

OneOffice 2026-101 - PROJECT NUMBER 4 * TOTAL

OneOffice 2026-101 - TOTAL EXTENSION

EXHIBIT A – BID SCHEDULE

USE FILLABLE BID SCHEDULE – DOWNLOAD FROM THE AGENCY'S PROCUREMENT
COLLABORATION PORTAL

BID SCHEDULE - UPDATED
 Marion County Public Works
 Asphalt Concrete Resurfacing Of Various Marion County Roads
 Marion County Bid Solicitation #: PW1778-26
 OregonBuys Bid Solicitation #: S-C25102-00015959
 OneOffice #: 2026-101

PROJECT NUMBER 1: HOWELL PRAIRIE RD SE

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0001-0808	RAILROAD INSPECTION	1	AA (As Authorized)		
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	8	EACH	\$2,200.00	\$17,600.00
0223-0168	FLAGGERS	1,390	HOUR	\$0.01	\$13.90
0223-0172	PILOT CARS	310	HOUR	\$0.01	\$3.10
0225-0148	TEMPORARY REFLECTIVE PAVEMENT MARKERS	4,700	EACH	\$3.00	\$14,100.00
0225-0150	TEMPORARY REMOVABLE TAPE	380	FT	\$2.25	\$855.00
0280-0100	EROSION CONTROL	1	LS	\$300.00	\$300.00
0280-0115	SEDIMENT BARRIER, TYPE 3	600	FT	\$1.00	\$600.00
0290-0100	POLLUTION CONTROL PLAN	1	LS	\$100.00	\$100.00
0305-0100	CONSTRUCTION SURVEY WORK	1	LS	\$600.00	\$600.00
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$1,500.00	\$1,500.00
0320-0100	CLEARING AND GRUBBING	1	LS	\$3,550.00	\$3,550.00
0490-0100	ADJUSTING BOXES	15	EACH	\$150.00	\$2,250.00
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS	2,250	SQYD	\$6.50	\$14,625.00
0620-0118	COLD PLANE PAVEMENT REMOVAL, 1 INCHES DEEP	117,083	SQYD	\$0.70	\$81,958.10
0641-0130	AGGREGATE SHOULDERS	7,500	TN	\$32.00	\$240,000.00
0738-0200	SAFETY EDGE	1	LS	\$200.00	\$200.00
0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP	22,250	TN	\$72.55	\$1,614,237.50
0749-0100	EXTRA FOR ASPHALT APPROACHES	9	EACH	\$1,000.00	\$9,000.00
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS	17	EACH	\$2,000.00	\$34,000.00
0810-0120	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	2	EACH	\$1,450.00	\$2,900.00
0810-0130	GUARDRAIL TERMINALS, FLARED	2	EACH	\$3,250.00	\$6,500.00
0810-0133	EXTRA FOR 8 FOOT POSTS, STEEL	12	EACH	\$50.00	\$600.00
0810-0134	EXTRA FOR 11 FOOT POSTS	6	EACH	\$200.00	\$1,200.00
0810-0210	GUARDRAIL END PIECES, THRIE-BEAM, TYPE B	2	EACH	\$505.00	\$1,010.00
0810-0320	EXTRA FOR POST HOLE IN ROCK	6	EACH	\$150.00	\$900.00
0810-0500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	28	FT	\$30.00	\$840.00
0810-0510	MIDWEST GUARDRAIL SYSTEM, TYPE 3	28	FT	\$55.00	\$1,540.00
0855-0107	BI-DIRECTIONAL YELLOW TYPE IAR MARKERS, RECESSED	1,102	EACH	\$19.00	\$20,938.00
0857-0150	CONTINUOUS RUMBLE STRIPS	44,084	LF	\$0.70	\$30,858.80

0861-0050 STRIPING LAYOUT	1	LS	\$6,000.00	\$6,000.00
1030-0228 NATIVE PLANT SEEDING	1	LS	\$400.00	\$400.00
1070-0100 SINGLE MAILBOX SUPPORTS	21	EACH	\$500.00	\$10,500.00
1070-0101 MULTIPLE MAILBOX SUPPORTS	2	EACH	\$1,000.00	\$2,000.00
1070-0102 MAILBOX CONCRETE COLLARS	2	EACH	\$400.00	\$800.00
1070-0650 MAILBOX, LOCKING, WITH NUMBERS	3	EACH	\$200.00	\$600.00

OneOffice 2026-101 - PROJECT NUMBER 1 * TOTAL

\$2,123,079.40

PROJECT NUMBER 2: STATE ST SE

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0001-0808	RAILROAD INSPECTION	1	AA (As Authorized)		
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	4	EACH	\$1,400.00	\$5,600.00
0223-0168	FLAGGERS	600	HOUR	\$0.01	\$6.00
0223-0172	PILOT CARS	130	HOUR	\$0.01	\$1.30
0225-0148	TEMPORARY REFLECTIVE PAVEMENT MARKERS	1,921	EACH	\$3.00	\$5,763.00
0225-0150	TEMPORARY REMOVABLE TAPE	160	FT	\$2.00	\$320.00
0280-0100	EROSION CONTROL	1	LS	\$400.00	\$400.00
0280-0115	SEDIMENT BARRIER, TYPE 3	700	FT	\$1.00	\$700.00
0290-0100	POLLUTION CONTROL PLAN	1	LS	\$100.00	\$100.00
0305-0100	CONSTRUCTION SURVEY WORK	1	LS	\$1,500.00	\$1,500.00
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$1,500.00	\$1,500.00
0310-0640	REMOVAL OF RAILROAD CROSSING	1	EACH	\$2,500.00	\$2,500.00
0320-0100	CLEARING AND GRUBBING	1	LS	\$3,000.00	\$3,000.00
0490-0100	ADJUSTING BOXES	13	EACH	\$200.00	\$2,600.00
0490-0102	ADJUSTING CATCH BASINS	2	EACH	\$600.00	\$1,200.00
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS	3,050	SQYD	\$5.20	\$15,860.00
0620-0120	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	1,112	SQYD	\$3.65	\$4,058.80
0620-0305	COLD PLANE PAVEMENT REMOVAL, REPAIR AREAS	4,978	SQYD	\$2.00	\$9,956.00
0641-0130	AGGREGATE SHOULDERS	3,090	TN	\$31.00	\$95,790.00
0738-0200	SAFETY EDGE	1	LS	\$200.00	\$200.00
0744-0225	LEVEL2, 3/8" DENSE, PG 64-22, ACP, IN LEVELING	45	TN	\$131.00	\$5,895.00
0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP	7,500	TN	\$77.15	\$578,625.00
0744-0265	LEVEL 2, 1/2" DENSE, PG 64-22, ACP IN BASE PLUG	850	TN	\$73.00	\$62,050.00
0749-0100	EXTRA FOR ASPHALT APPROACHES	3	EACH	\$600.00	\$1,800.00
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS	6	EACH	\$2,500.00	\$15,000.00
0810-0120	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	2	EACH	\$1,450.00	\$2,900.00
0810-0122	GUARDRAIL END PIECES, TYPE B	2	EACH	\$205.00	\$410.00
0810-0123	GUARDRAIL END PIECES, TYPE C	2	EACH	\$500.00	\$1,000.00

0810-0129	GUARDRAIL TERMINALS, NON-FLARED	2	EACH	\$3,150.00	\$6,300.00
0810-0130	GUARDRAIL TERMINALS, FLARED	2	EACH	\$3,250.00	\$6,500.00
0810-0133	EXTRA FOR 8 FOOT POSTS, STEEL	12	EACH	\$50.00	\$600.00
0810-0134	EXTRA FOR 11 FOOT POSTS	6	EACH	\$200.00	\$1,200.00
0810-0320	EXTRA FOR POST HOLE IN ROCK	6	EACH	\$150.00	\$900.00
0810-0450	MIDWEST GUARDRAIL ANCHOR SYSTEM DOWNSTREAM ANCHOR TERMINAL	2	EACH	\$2,300.00	\$4,600.00
0810-0500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	375	FT	\$30.00	\$11,250.00
0810-0510	MIDWEST GUARDRAIL SYSTEM, TYPE 3	25	FT	\$55.00	\$1,375.00
0861-0050	STRIPING LAYOUT	1	LS	\$3,500.00	\$3,500.00
1030-0228	NATIVE PLANT SEEDING	1	LS	\$400.00	\$400.00
1070-0100	SINGLE MAILBOX SUPPORTS	20	EACH	\$500.00	\$10,000.00
1070-0101	MULTIPLE MAILBOX SUPPORTS	1	EACH	\$1,000.00	\$1,000.00
1070-0102	MAILBOX CONCRETE COLLARS	1	EACH	\$400.00	\$400.00
1070-0650	MAILBOX, LOCKING, WITH NUMBERS	1	EACH	\$200.00	\$200.00
9999-0510	TEMPORARY DETOUR ROUTE	1	LS	\$3,000.00	\$3,000.00

OneOffice 2026-101 - PROJECT NUMBER 2 * TOTAL \$869,960.10

PROJECT NUMBER 3: DESCHUTES RD / 93RD AV / EDMUNDSON DR / WALDO HILLS DR

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	3	EACH	\$1,400.00	\$4,200.00
0223-0168	FLAGGERS	270	HOUR	\$0.01	\$2.70
0223-0172	PILOT CARS	90	HOUR	\$0.01	\$0.90
0225-0148	TEMPORARY REFLECTIVE PAVEMENT MARKERS	2,420	EACH	\$3.00	\$7,260.00
0225-0150	TEMPORARY REMOVABLE TAPE	80	FT	\$1.00	\$80.00
0490-0102	ADJUSTING CATCH BASINS	1	EACH	\$600.00	\$600.00
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS	405	SQYD	\$19.70	\$7,978.50
0620-0115	COLD PLANE PAVEMENT REMOVAL, CURB LINE	112	SQYD	\$22.00	\$2,464.00
0641-0130	AGGREGATE SHOULDERS	2,731	TN	\$31.00	\$84,661.00
0744-0205	LEVEL 2, 3/8" DENSE, PG 64-22, ACP	4,900	TN	\$78.40	\$384,160.00
0744-0225	LEVEL 2, 3/8" DENSE, PG 64-22, ACP, IN LEVELING	2,300	TN	\$76.00	\$174,800.00
0749-0100	EXTRA FOR ASPHALT APPROACHES	2	EACH	\$900.00	\$1,800.00
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS	2	EACH	\$2,300.00	\$4,600.00
0861-0050	STRIPING LAYOUT	1	LS	\$3,500.00	\$3,500.00
1070-0100	SINGLE MAILBOX SUPPORTS	6	EACH	\$500.00	\$3,000.00
1070-0600	MAILBOX WITH NUMBERS	1	EACH	\$150.00	\$150.00
1070-0650	MAILBOX, LOCKING, WITH NUMBERS	1	EACH	\$200.00	\$200.00

OneOffice 2026-101 - PROJECT NUMBER 3 * TOTAL \$679,457.10

PROJECT NUMBER 4: REFLECTIVE PAVEMENT MARKERS

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	
0223-0172	PILOT CARS	80	HOUR	\$0.01	\$0.80
0855-0102	BI-DIRECTIONAL YELLOW TYPE I MARKERS	1,085	EACH	\$12.00	\$13,020.00

OneOffice 2026-101 - PROJECT NUMBER 4 * TOTAL \$13,020.80

OneOffice 2026-101 - TOTAL EXTENSION \$3,685,517.40

EXHIBIT B – BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

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

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

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

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

Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 25 Million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 20 Million.

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

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

Acknowledgement of receipt of addenda:

No. <u>1</u>	Date: <u>3/9/2026</u>
No. <u>2</u>	Date: <u>3/12/2026</u>
No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____

[The remainder of this page intentionally left blank.]

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

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

Contract #1	Circle Blvd Reconstruction & Resurfacing
Location (city/state)	Corvallis, Oregon
Owners Name	City of Corvallis - Josh Bjornstedt - josh.bjornstedt@corvallisoregon.gov
Type of Work	Reconstruction of Circle Blvd from Hwy 99 to US20 in Corvallis
% Completed	100% - \$3,907,000
Estimated Completion Date	December 2023

Contract #2	Queen Avenue Rehabilitation
Location (city/state)	Albany, Oregon
Owners Name	City of Albany - Chris Cerklewski - chris.cerklewski@albanyoregon.gov
Type of Work	2700 ft of roadway rehab including curbs, walks, ramps and utilities
% Completed	100% - \$4,187,000
Estimated Completion Date	December 2024

Contract #3	US20 (0160 Santiam Hwy MP 58.75-MP 63.75 Paving
Location (city/state)	Tombstone, Oregon
Owners Name	ODOT Region 2 - Mike Metz - michael.metz@odot.oregon.gov
Type of Work	2" overlay paving of travel lanes and shoulders with striping
% Completed	100% - \$1,303,000
Estimated Completion Date	August 2024

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

#1 Project Owner Reference

Reference Name	Josh Bjornstedt
Business or Employer	City of Corvallis Public Works
Telephone	(541) 766-6731
Project Name/\$ Amount	Circle Blvd / \$3,907,000; Mary's River Path / \$360,000

#2 Project Owner Reference

Reference Name	Joanne Robinson
Business or Employer	ODOT Region 2
Telephone	(503) 569-8015
Project Name/\$ Amount	Price Agreement: On-Call Region 2 Paving - Ongoing

#1 Subcontractor Reference

Reference Name	Rob Hatch
Business or Employer	Hatch Western Company Inc.
Telephone	(503) 557-9898
Project Name/\$ Amount	Cold Plane Subcontractor on Numerous Projects

#2 Subcontractor Reference

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

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

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

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

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

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

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

Ronald R. Bochsler, President


Pete Sipos, Vice President / Gen. Mgr.

Dylan J. Bochsler, Treasurer

Michael Aus, Corporate Secretary

Dated this 19th day of March, 2026.

Construction Contractor's
Board Registration Number
53247

North Santiam Paving Co.
Firm Name

Signature of Bidder

Ronald R. Bochsler
Name Print or Type

President
Title Print or Type

Telephone No. (503) 769-3436

Email Address: quotes@nspor.com

Tax ID # 93-0627856

Business Organization: (Check one)

- Corporation Limited Liability Company Joint Venture
 Partnership Sole Proprietorship Other _____

EXHIBIT C – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that North Santiam Paving Co. +
hereinafter called the Principal, and Federal Insurance Company, a Corporation organized and existing under and by virtue of the laws of the state Indiana duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the sum of Ten Percent of Total Amount Bid Dollars (\$ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT WHEREAS the Principal herein is herewith submitting his or its Bid Proposal for Construction of Asphalt Concrete Resurfacing of Various Marion County Roads #PW1778-26, #S-C25102-00015959 said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the sum as liquidated damages.

Signed and sealed this 9th day of March, 2026.

North Santiam Paving Co
Principal

By: [Signature]

Federal Insurance Company
Surety

By: [Signature]
Attorney-in-Fact, Ashlee Pingree

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.



CHUBB®

Power of Attorney

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

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

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

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

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

Warren Eichhorn
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

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

Notarial Seal



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

Albert Contursi
Notary Public

CERTIFICATION

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

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

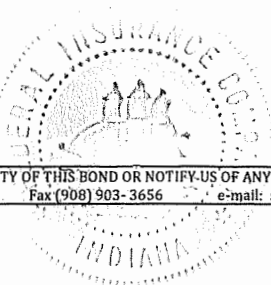
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 9, 2026



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

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

EXHIBIT D – DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

 X Yes No

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

Company Name North Santiam Paving Co.

Name/Title Ronald R. Bochsler, President

Address P.O. Box: 516 Stayton Oregon 97383

Signature



Date March 19, 2026

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned North Santiam Paving Co as PRINCIPAL (hereinafter called CONTRACTOR), and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of Three million six hundred eighty-five thousand five hundred seventeen and 40/100 Dollars (\$ 3,685,517.40) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: _____.

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

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for _____ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety. *Construction of Asphalt Concrete Resurfacing of Various Marion County Roads, Contract #2026-101, #S-C25102-00015959

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

Federal Insurance Company
SURETY

By: 

Title: Ashlee Pingree, Attorney-in-Fact

North Santiam Paving Co.
CONTRACTOR

By: 

Title: Ronald R. Bochslar, President

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

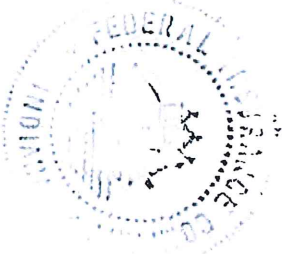
Portland, OR 97208
City State ZIP

503-224-2500
Phone Number

PO Box 516
Street Address

Stayton, OR 97383-0516
City State ZIP

503-769-3436
Phone Number



CHUBB[®]

Power of Attorney

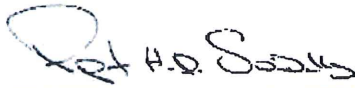
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company


Westchester Fire Insurance Company | ACE American Insurance Company

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

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

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


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

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

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

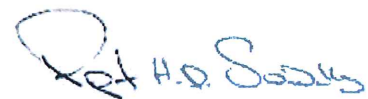
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

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

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

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




Rupert HD Swindells, Assistant Secretary

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned North Santiam Paving Co as PRINCIPAL and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Three million six hundred eighty-five thousand five hundred seventeen and 40/100 Dollars (\$3,685,517.40) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: *Construction of Asphalt Concrete Resurfacing of Various Marion County Roads, Contract #2026-101, #S-C25102-00015959

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

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

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the _____ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the

SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

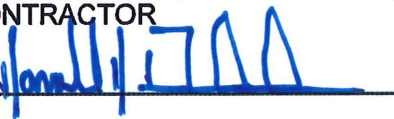
If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

Federal Insurance Company
SURETY

North Santiam Paving Co
CONTRACTOR

By: 

By: 

Title: Ashlee Pingree, Attorney-in-Fact

Title: Ronald R. Bochsler, President

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

PO Box 516
Street Address

Portland, OR 97208
City, State Zip

Stayton, OR 97383-0516
City, State Zip

503-224-2500
Phone Number

503-769-3436
Phone Number



CHUBB[®]

Power of Attorney

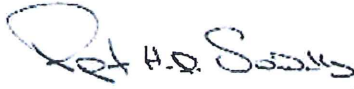
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

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

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

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


Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

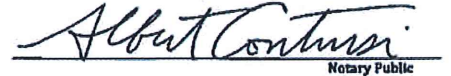
SS.

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

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

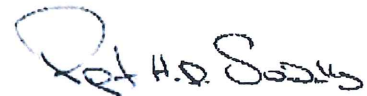
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

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

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

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




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

EXHIBIT E – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

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

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "Santiam River (Gates) Bridge" (see Invitation To Bid cover page).

Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Asphalt Concrete Resurfacing of Various County Roads

ECMS Contract # PW1778-26 (One Office # 2026- 101)

Bid Opening Date March 19, 2026

Name of Bidding Contractor North Santiam Paving Co.

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

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

North Santiam Paving Co.
 P.O. Box 516
 Stayton, OR 97383
 CCB # 53247

SPECIAL PROVISIONS

SECTION 00100 – GENERAL CONDITIONS

Replace "PART 00100 – GENERAL CONDITIONS" of the 2024 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these Special Provisions by reference.

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- Connex
<https://connex.rtvision.com/contracts/awarded>
- Equipment Watch
www.equipmentwatch.com
- Marion County Procurement Collaboration Portal
www.co.marion.or.us/FIN/Pages/contracts.aspx
- Marion County General Conditions for Construction
www.co.marion.or.us/PW/Engineering/Pages/default.aspx
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- OregonBuys
<https://oregonbuys.gov/bsol/>

00110.10 Abbreviations – Add the following paragraph at the end of this subsection:

Delete the following paragraph:

DBE – Disadvantaged Business Enterprise

00110.20 Definitions – Add the following paragraphs to the end of this subsection:

Materially Unbalanced Bid - A Bid which generates a reasonable doubt that Award to the Bidder submitting a Mathematically Unbalanced Bid will result in the lowest ultimate cost to the Agency.

Mathematically Unbalanced Bid - A Bid containing lump sum or unit Pay Items (bid items) which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

Pedestrian Accessible Route - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Pedestrian Channelizing Device - Devices used for channelizing pedestrians along a Temporary Pedestrian Accessible Route.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.01 General Bidding Requirements – Replace the first sentence beginning “Submit Bids through the internet...” with the following sentence:

Submit Bids through the internet (electronic) in Portable Document Format (PDF) format of the entire Bidder's submission package including the Bid Schedule and a copy of the Bid Schedule in Excel format. The PDF of the Bid Schedule shall take precedence over the excel copy of the Bid Schedule should there be any differences.

00120.40(f) Disclosure of First-Tier Subcontractors – Replace the paragraph beginning “If no subcontracts subject to the above...” with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-005-0420.

00120.70 Rejection of Nonresponsive Bids – Delete the following bullet:

The Bidder has not complied with the DBE requirements of the solicitation.

Replace the bullet beginning “The Agency determines . . .” with the following bullet:

The Bid is found to be Mathematically Unbalanced and Materially Unbalanced.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.00 Consideration of Bids - Replace the paragraph that begins “The Agency reserves...” with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any Bids for irregularities under 00120.70 or all bids for good cause after finding that it is in the public interest to do so (ORS 279C.395). The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

Add the following subsection:

00150.23 Electronic Submittals and Requests for Information –The contractor shall create a free account in the Agency’s Construction Management program at <https://connex.rtvision.com/contracts/awarded>.

The instructions to set up the account are available at:

[Creating a ConneX Account - bidVAULT and ConneX - RTVision Wiki](#)

Each organization can have multiple accounts under that organization. Once contractors add their organization, we will link them to the existing organizations already setup in our site/database and linked to active contracts since we have migrated data to 'connect'. Access to add submittals/RFIS is all done from the ConneX link above.

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c).

Add the following to the end of the bullet list:

- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration’s “Table A – Minimum Clearance Distances”.

00150.50(c) Contractor’s Responsibilities – Replace the bullet that begins “In addition to the notification required...” with the following bullet:

- In addition to the notification required in OAR 952-001-0090(7), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - There are no anticipated conflicts with the various utilities located within the project corridors. The Contractor is responsible to follow rules adopted by the Oregon Utility Notification Center, as set forth in OAR 952-001-0010 through OAR 952-001-0090.

City of Salem	Doug Priest	603-589-2193	dpriest@cityofsalem.net
Suburban East Salem Water Dist	Jason Daggett	503-364-1620	jasondaggett@suburbaneastsalemwaterdi756.onmicrosoft.com
PGE		503-463-4248	
Lumen	Travis Vaughn	503-798-1009	Travis.Vaughn@CenturyLink.com
NWN	Blake Johnson	971-979-6859	Blake.Johnson@nwnatural.com
Comcast	Jason McDonald	503-924-9120	Jason_McDonald3@comcast.com
AT&T	Tom Normoyle	503-588-1899	tnormoyle@att.com
Ziplay	Rui Wu	503-480-9982	rui.wu1@ziplay.com

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

00165.10(a) Field-Tested Materials – Add the following sentence at the end of this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

Add the following subsection:

00170.02(a) Railroads – Onsite inspection by is required while working near or within Willamette Valley Railroad right of way. The contractor shall schedule inspections with Dave Root and promptly pay all fees for inspection.

The contractor will submit the invoice from Willamette Valley Railroad to the Agency, the Agency will reimburse the contractor for the invoiced amount, not to exceed \$500 per inspection. The Agency will not pay any markup on the invoices.

David Root, General Manager
PO Box 917
McMinnville, Oregon 97128

Phone Number:503-474-1892

00170.03 Furnishing Right-of-Way permits – At the end of this subsection add the following:

Agency Provided Permits – For temporary traffic control devices on OR 214, Marion County acquired an ODOT Work in Right-of-Way permit No. 03M49702.

Contractor Provided Permits - The contractor is required to obtain a permit from the City of Salem. The application is available at:

<https://www.cityofsalem.net/business/building-in-salem/help/apply-for-a-work-in-public-right-of-way-permit>

Phone Number: 503-584-4646

00170.08 Electronic Document Management - Add this subsection:

The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:

My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

I may have access to sensitive personnel, business, financial and/or security related information (“Confidential Information”) through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor’s notification to Agency.

I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

If my authorized use of and access to ConneX includes submitting documents into ConneX (or “read-write” access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor’s notification to the Agency.

I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer’s relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor’s notification to the Agency.

(b) Digital Signatures and Requirements - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.
- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.

- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

(c) Electronic Submittal Requirements - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

00170.10(g) Paid Summary Report - Replace this subsection, except for the subsection number and title with the following:

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on an ODOT form provided by the Engineer and submitted to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

00170.61(a) Workers' Compensation - Replace this subsection with the following:

00170.61(a) Workers' Compensation and Employer's Liability - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages – Replace the paragraph that begins “**Contractor** – The Contractor shall...” with the following paragraph:

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor’s expense throughout the duration of the Contract and as required by an extended reporting period or tail coverage requirements, and all warranty periods that apply.

Replace the paragraph that begins “**Insurance Provisions** - The Contractor and Subcontractor(s), if...” with the following paragraph:

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers’ Compensation/Employer’s Liability. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

Replace the paragraph that begins “**Commercial General Liability** - The Contractor shall provide Commercial...” with the following paragraph:

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor’s liability for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

Add the following bullet:

- **Railroad Protective Liability Insurance** – The contractor’s railroad insurance purchased from a vendor other than the railroad company is not eligible for reimbursement.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages per Occurrence	Combined Single Limit	Annual Aggregate Limit
• Commercial General Liability	\$1,000,000	\$2,000,000
• Commercial Auto Liability	\$1,000,000	(Aggregate limit not required)

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions modified as follows:

00180.20(d) Disadvantaged Business Enterprise (DBE) – Delete this subsection.

00180.20(e) Trucking - Replace the paragraph that begins "This Section does not apply to..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of materials not performed with trucks owned (or rented) and operated by the Contractor.

00180.20(e)(1) Trucking - Delete the bullet that begins "Statement specifying whether the services will be provided by a DBE..."

00180.21(a) General – Replace the bullet that begins " If the Subcontractor is providing any..." with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Railways	00170.01(e)
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
Special Events	00220.40(e)(2)(b)
Limited Duration Road Closure	00220.40(f)
Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - Add the following paragraph:

The Contractor shall submit a Type **B** schedule.

Add the following subsection:

00180.50(h) Contract Time – There are two Contract Times on this Project as follows:

1. The Contractor shall complete all Work to be done under the Contract for Project No. 2, State Street, not later than June 30th, 2026.

2. The Contractor shall complete all Work to be done under the Contract not later than September 4, 2026.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

- (1) The amount of \$2730 for each Calendar Day for failure to complete the work by the date specified in 00180.50(h)(1) and 00180.50(h)(2).
- (2) The amount of \$680 per 1/4 hour that a traffic lane is closed before or after the hours specified in 00220.40(e) unless a time extension is preapproved by the Engineer.

Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions modified as follows.

00190.20(f)(2) Scale Without Automatic Printer - Replace the paragraph that begins "The Contractor shall inform..." with the following paragraph:

If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of their intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

00195.10 Asphalt Cement Material Price Escalation/De-escalation – An asphalt cement escalation/de-escalation clause will be in effect during the life of the contract.

00195.10(d) Asphalt Cement Price Adjustment – Delete the pay item:

- Emulsified Asphalt for Tack Coat

00195.50(f) Prompt Payment Policy - Replace this subsection, except for the subsection number and title, with the following:

Payments shall be made promptly according to ORS 279C.560, ORS 279C.570, ORS 279C.580 and other applicable legal requirements

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.01(b) Abbreviations - Delete this subsection.

00220.02(a) General Requirements - Add the following bullet(s) to the end of the bullet list:

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Place "Bump" (W8-1) signs at all temporary asphalt wedges.
- Do not allow traffic to stop on a railroad crossing.

Add the following subsection:

00220.03(c) Construction Notification – Marion County will provide preliminary notification to adjacent residential and commercial properties. The notification will only provide general information.

The contractor shall provide written notification to all residential and commercial properties, and dead-end streets located within the project limits a minimum of 72 hours before beginning work. The notice must include the following information:

- Construction dates
- Construction hours
- Construction activities that may impact traffic, and;
- Any limitation to driveway access

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

Single Lane Closures – One Traffic Lane may be closed during the following times, except as specified in 00220.109(e)(2), or as pre-approved by the Engineer.

- Daily, Monday through Friday, between 7:00 a.m. and 7:00 p.m. for projects 1, 3 and 4.
- Daily, Monday through Friday, between 7:00 a.m. and 3:00 p.m. for projects 1, 3 and 4.

Add the following subsection:

00220.40(f) Limited Duration Road Closure – The contractor may close Sate Street between Cordon Road to Howell Prairie for 5 days.

- Daily, Monday through Friday between 7:00 a.m. and 3:00 p.m.

The contractor shall remove and/or cover detour signs and open State Street to traffic between 3:00 p.m. and 7:00 a.m.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.03 Traffic Safety and Operations – Replace the second bullet with the following:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect motorists by installing signing according to Standard Drawing TM 800. Protect longitudinal and transverse pavement joints by placing and maintaining an ACP wedge according to 00221.07(c)(1).

00221.06(a) Contractor Modified Traffic Control Plan - Replace this subsection, except for the subsection number and title, with the following:

The contractor is allowed to use the Agency's TCP without modification, a written notification indicating the Agency's plan, will be used without modification.

The contractor may request to use a modified Agency TCP or contractor developed TCP, submit working drawing 14 days before beginning construction activities.

The Engineer may request the contractor make changes to the Agency’s modified TCP, or the contractor developed TCP. Do not use the modified Agency TCP or contractor developed TCP until approved by the Engineer.

00221.60 Temporary Traffic Control Devices – Replace the paragraph that begins “TCD delivered to the Project Site found...” with the following paragraph:

Repair or replace TCD delivered to the Project Site found to be in “marginal” or “unacceptable” condition, at no additional cost to the Agency.

00221.90(b) Temporary Protection and Direction of Traffic – After the first bullet add the following bullet:

- Furnishing, placing, moving, maintaining, and removing temporary signs.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Install 18” by 24” “NO PARKING” signs on 200 foot spacing on each block where on-street parking is prohibited.
- When the existing centerline striping is obliterated, do the following:
 - Place a "NO CENTER LINE" (W8-12) sign approximately 2500 feet sign in before each end of the project.
 - Place "NO CENTER LINE" (W8-12) signs on approximately 2 mile intervals for each direction of traffic.
 - Place a "DO NOT PASS" (R4-1) sign on each side of the Roadway at the beginning and end of each project, and on ½ mile intervals, facing oncoming traffic.

At least seven Calendar Days before the road closure, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
STATE STREET	CORDON TO 62ND
CLOSED	MON THRU FRI
	7:00 AM to 3:00 PM

00222.80(a) Area Basis – Delete this subsection.

00222.90 Payment – Delete the following bid item:

(a) Temporary Signs.....Square Foot

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

Add the following subsection:

00223.35 Railroad Flagger Services - Work near or within Railroad property requires Railroad flagger services provided by a third party flagging vendor. Provide Railroad flagger services from Union Pacific's approved third party list of Railroad flagger vendors. A list of Union Pacific's approved Railroad flagger vendors can be found at the following website:

https://www.up.com/real_estate/third-party-flagging/index.htm

Add the following subsections:

00223.80(a)(4) Railroad Flagger Services – Flagging service are required when working within the railroad right-of-way of:

The quantity of Railroad flagger services will be measured by actual amount invoiced for railroad flagging up to \$4,000 per project. Provide copies of flagging invoices to the Agency for reimbursement. Payment will be the actual amount invoiced with no markup.

00223.80(a)(5) Railroad Insurance - The quantity of Railroad flagger services will be measured by actual amount invoiced from the railroad for insurance. Payment will be the actual amount invoiced with no markup.

00223.90 Payment - Add the following Pay Items to the Pay Item list:

- (g) Railroad Flagger Services..... Invoiced Amount Not to Exceed \$4,000
- (h) Railroad Insurance.....Invoiced Amount

Item (g) includes all equipment, labor, and Incidentals necessary to complete the work as specified.

Delete the following pay item:

- (b) Traffic Control Supervisor.....Each

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

00225.40 Temporary Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers for temporary centerline marking as follows:

- Use a string line or other appropriate method to maintain the proper alignment of the markers, adjust the markers placement to avoid straddling the longitudinal joint and maintain a suitable alignment.
- Place and maintain one temporary flexible overlay pavement marker on 40 foot spacing or as directed.
- Place and maintain two temporary flexible overlay pavement marker on 20 foot spacing in curved alignment sections identified by a speed rider displaying less than the posted speed and channelization areas.
- For an 8 inch solid white stripe, place two white temporary flexible pavement markers abutting each other on 10 foot spacing.

00225.41(a) Temporary Removable Tape – Add the following paragraph:

Before opening the road to traffic, install “Temporary Stop Bars and “Temporary Arrows.

Add the following subsection”

Centerline Delineation – Before opening the road to traffic, install temporary centerline delineation as follows:

(1) Wearing Course – Install temporary flexible overlay markers according to 000220.40. Remove temporary flexible overlay markers within 5 calendar days after notification that the permanent striping has been completed, remove the temporary flexible overlay markers without damaging the new asphalt.

(2) Leveling and Base Course – The contractor may elect to use either temporary flexible pavement markers, or a 4 inch by 12 inch piece of temporary non-removable tape for centerline delineation. Install temporary pavement markers according to 00225.40.

Install temporary non-removable tape as follows:

- On centerline, place two 4 inch by 12 inch pieces of non-removable tape on 20 foot spacing, or as directed.
- For an 8 inch solid white stripe, place two 4 inch by 12 inch piece of non-removable

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

Control markers at:

200 foot intervals on tangents

50 foot intervals on curves

40 foot intervals on curves with speed rider

- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

.00225.90 Payment – Replace the paragraph that begins “Item (a)...” with the following paragraph:

Item (a) includes installation and removal of temporary pavement markers having either one or two reflective faces.

Add the following paragraph after the paragraph that begins "Item (b)...":

Items (c) and (e) include removal of the temporary tape.

SECTION 00230 – TEMPORARY DETOUR ROUTE

Section 00230, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00230.00 Scope – This Work consists of installing signs, maintaining signs, and removing signs for detour route.

Materials

00230.10 Materials – Furnish signs according to 00222.10 and sign supports according to 00222.11.

Construction

00230.40 Temporary Signing – Install temporary detour signs before closing State St. Maintain signs on the detour route during the road closure.

Maintenance

00230.60 Surface Maintenance - Maintain temporary surfaces according to 00220.60.

Finishing and Cleaning Up

00230.70 General - When temporary detour is no longer needed:

- Remove all related materials.

Measurement

00230.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00230.90 Payment - The accepted quantities of Work performed under this Section, will be paid for at the Contract lump sum amount for the item "Temporary Detour Route".

Payment will be payment in full for installing, maintaining, and removing signs, and for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.16(d) Inlet Protection - Replace the bullet that begins "Geotextile..." with the following bullet:

- **Geotextile** - Type 1 geotextile meeting the requirements of 02320.20 Table 02320-1 Provide documentation according to 02320.10(c).

00280.62 Inspecting and Monitoring – Delete the paragraph that begins "Inspect the Project Site...".

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form (734-2361), submit the form bi-weekly to the Agency.

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at: <https://www.wunderground.com/weather/KSLE>

00280.90 Payment – Replace this subsection, except for number and title with the following:

No separate or additional payment will be made for work performed under this subsection.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.20(c)(2) Clean Fill - Add the following paragraph to the end of this subsection:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

Add the following subsection:

00290.30(a)(7) Water Quality:

- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S and stormwater drains.. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, and asphalt grindings.

00290.30(a)(8) Treated Wood – Treated wood includes any wood treated with any pesticide or wood preservatives.

- Store treated wood out of contact with standing water and wet soil and protected from precipitation.
- During demolition of treated wood, prevent treated wood debris from falling into the water. If treated wood debris fall into water remove them immediately.
- Store removed treated wood debris in appropriate dry storage areas and at least 150 feet from any body of water.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

00290.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.00 Scope – After the first sentence add the following:

On 78th Avenue saw cut the asphalt along outside of the railroad steel rail and remove asphalt and steel rail as directed or shown. Salvage steel rail and deliver to Willamette Valley Railroad, contact information see 00170.02(a).

Add the following subsection:

00310.91 Lum Sum Basis – Add the following pay item

Pay Item	Unit of Measurement
(c) Removal of Railroad Steel Rail.....	Lump Sum

Add the following paragraph to the end of the subsection:

Item (c) includes all labor, equipment and incidentals necessary to complete the work as specified.

No Separate or additional payment will be made for following:

- Sawcutting

- Aggregate
- Salvaging and delivering steel rail to railroad

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40 Pavement Removal – Replace this subsection, except for number and title, with the following:

(1) General – Remove the existing pavement to the depth, width, grade, and cross section as shown or directed. The use of a heating device to soften the pavement is not allowed.

(2) Inlay – Remove the existing pavement to the depth, width, grade, and cross section as shown or directed. Schedule work so the full width and length of the cold planed area is paved to finish grade by the end of the work shift, and before opening the road to traffic.

(3) Overlay – Construct a wedge of asphalt concrete at a slope 1V:50H or flatter along transverse drop offs by the end of the work shift, and before opening the road to traffic.

(4) Utilities – Construct a wedge of asphalt concrete around manholes, valve boxes, and other structures that are over 1 inch but less than 2 inches above existing grade. When structures are over 2 inches temporarily lower the manholes.

(5) Butt Joints – Along the transverse edge, provide a smooth vertical edge the full depth and width of the cold planed area by saw cutting, jack hammer, or other approved method. See standard drawing RD610. Do not begin the paving operation until the vertical edge is approved by the Engineer.

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

(1) Butt Joints: Traffic will be allowed on the cold planed surface for 5 calendar days when controlled by a stop sign, the contractor will be responsible to maintain asphalt wedges. Traffic will not be allowed on the cold planed surface when not controlled by a stop sign.

(2) Inlay: Schedule work so that the area milled is paved during the same work shift, traffic will not be allowed on the cold planed surface.

(3) Bridge Work: Schedule work so that materials are either onsite or scheduled to be delivered during the work shift before removing the asphalt surface, traffic will not be allowed on the cold planed surface.

(4) Temporary Signs: Place temporary signs according to 00220.02(a) or as directed.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.01 Definitions – Add the following definitions:

Crushed Round Rock – A source of rock that does not require being “shot” or “blasted” to extract from a source, or round rocks less than 4 inches in diameter.

Crushed Quarry Rock – A source of rock that requires being “shot” or “blasted” to extract it from a source before crushing, or,;

When a contractor can provide passing tests completed within the last 6 months, and the source is approved by the Engineer before crushing, a 4 inch diameter or larger round rock may be substituted.

00641.10(a) Base and Shoulder Aggregate – Replace the first paragraph with the following:

Base Aggregate - Furnish a crushed quarry aggregate or, when preapproved crushed round rock that shall be either 1” - 0 or 3/4 - 0 size as the contractor elects.

Shoulder Aggregate – Furnish crushed quarry rock. Crushed round rock is not allowed and will be rejected for shoulder aggregate.

00641.16(a)(1) Aggregate Gradation – Replace this subsection except for number and section with the following:

A stockpile contains specification aggregate when the gradation is within the upper and lower gradation limits according to 02630.10(a) Table 1.

00641.16(a)(2) Non-Specification Aggregate Gradation - Replace this subsection except for number and section with the following:

Stockpiled aggregates that do not meet the upper and lower gradation limits according to 02630.10(a) Table 2630-1 will be considered non-specification and will be rejected unless the non-specification material is removed from the stockpile.

00641.20(b) Road Mix – Delete this subsection. Road mix is not allowed.

00641.22 Spreading Equipment – *After the first paragraph add the following paragraph:*

Furnish equipment that is capable of the following:

- Receiving aggregate directly from the hauling vehicle.
- Conveying the aggregate directly to the shoulder of the road.
- Place shoulder aggregate to the width, depth and slope specified or as directed.

00641.41 Mixing, Hauling, and Placing - Replace the first sentence with the following:

After the aggregate is loaded and weighed, add enough water to the aggregate to provide a uniform moisture content sufficient to obtain the required compaction.

Add the following subsection:

00641.46 Small, Irregular Areas – Haul, place, shape and compact small irregular areas according to 00640.41 through 00640.43. A small or irregular area is outside of the Traveled Way and requires no more than 5 Tons of Aggregate Base or as otherwise approved by the Engineer.

In areas not accessible to the Equipment specified in 00641.24, use a weighted roller, vibratory plate compactor, tamping rammer compactor, or other approved Equipment suitable for the area as approved by the Engineer.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt – Replace the sentence that begins “Furnish CSS-1, CSS-1h...” with the following sentence:

Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.

Delete the fifth paragraph

00730.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for Emulsified Asphalt tack coat.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

SECTION 00738 - SAFETY EDGE

Comply with Section 00738 of the Standard Specifications modified as follows:

00738.90 Payment – Replace this subsection except for number and title with the following:

When safety edge is included in the “Contract Schedule of Items” the accepted quantities of Safety Edge will be paid on the lump sum basis.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.02 Definitions – Delete the following:

Recycled Asphalt Material

Warm Mix Asphalt Concrete

00744.10(c) Recycled Asphalt Shingles – Delete this subsection and any reference to recycled asphalt shingles in 00744.

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this contract.

00744.11(b) Asphalt Additives – Delete the second and third paragraphs and any reference to WMAC in section 00744.

00744.16 Sampling and Testing - Replace this subsection, except for the subsection number and title, with the following:

For each 1,000 Tons of placement, have a CAT I perform a minimum of one of each of the following test methods as modified in the MFTP:

- Asphalt Content - AASHTO T 308 with ODOT TM 323 determined Calibration Factor
- Gradation - AASHTO T 30
- Mix Moisture - AASHTO T 329
- Maximum Specific Gravity - AASHTO T 209
- Field Compacted Gyrotory Specimens - ODOT TM 326

When less than 1,000 Tons of mix is placed in a Day, perform a minimum of one series of tests per Day. Provide test results to the Engineer by the middle of the following work shift. The Engineer may waive the requirement for any of AASHTO T 308, AASHTO T 30, AASHTO T 329, and ODOT TM 326 on a daily basis. The Engineer may waive the requirement for AASHTO T 209 when less than 500 Tons of ACP is placed in a single work shift.

Provide samples or split samples to the Engineer when requested.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications modified as follows:

00748.10 Materials – Replace the Material that begins “Aggregate Base...” with the following Material:

Aggregate Base 02630.10

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications. modified as follows:

00749.14 Concrete - Delete this subsection.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.00 Scope - Add the following paragraph to the end of this subsection:

This Work includes constructing grading at guardrail terminals at locations shown.

00810.10 Materials - Add the following paragraph(s) to the end of this subsection:

Furnish recycled plastic guardrail blocks. Wood guardrail blocks are not allowed.

00810.11 Posts - Replace this subsection with the following subsection:

00810.11 Steel Posts - Furnish steel guardrail posts meeting the requirements of 02820.20. Use steel posts throughout the continuous run of guardrail except in the transitions and terminals.

Add the following subsection:

00810.16 Grading at Guardrail Terminal Materials:

- (a) **Embankment** - Furnish embankment Materials meeting the applicable parts of Section 00330.
- (b) **Aggregate** - Furnish either 1" - 0 or 3/4" - 0 size crushed Aggregate that is clean, hard, durable, and reasonably well-graded from the maximum size to dust.
- (c) **Asphalt Concrete Mixture** - Furnish asphalt concrete mixture meeting the requirements of 00744.10 through 00744.14.

Acceptance of grading at guardrail terminal Materials will be visual by the Engineer.

00810.41 Excavation and Backfill - Add the following paragraph to the end of this subsection:

Hand dig guardrail post holes or use other non-invasive methods when posts are located within 24 inches surrounding the outside dimension of all sides of underground utilities as shown or directed.

Add the following subsection:

00810.44 Grading at Guardrail Terminals:

- (a) **Earthwork** - Perform earthwork according to the applicable parts of Section 00330.
- (b) **Aggregate** - Place Aggregate in two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches. Compact each layer of Material by rollers conforming in general to 00641.24.

Shape and maintain the surface of each layer during the compaction operation to produce a uniform texture and firmly keyed Aggregates.

Continue the compactive effort until there is no reaction or yielding observed under the compactor.

(c) Asphalt Concrete Mixture - Place asphalt concrete mixture according to 00744.40 through 00744.49.

00810.80 Measurement - Add the following to the end of this subsection:

No measurement of quantities will be made for grading at guardrail terminals.

00810.90 Payment – Replace the last paragraph with the following:

No separate or additional payment will be made for grading, excavation and backfill.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications modified as follows:

00855.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Mono-Directional _____ Type I Markers	Each
(b) Mono-Directional _____ Type IAR Markers	Each
(c) Bi-Directional _____ Type I Markers	Each
(d) Bi-Directional _____ Type IAR Markers	Each
(e) _____ Type II Markers	Each
(f) Mono-Directional _____ Type IAR Markers, Recessed	Each
(g) Bi-Directional _____ Type IAR Markers, Recessed	Each

In items (a), (b), (c), (d), (e), (f) and (g) the color of marker will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work.

No separate or additional payment will be made for constructing Pavement grooves, Pavement preparation, adhesive, or clean-up.

SECTION 00857 - RUMBLE STRIPS

Comply with Section 00857 of the Standard Specifications.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications modified as follows:

01070.00 Scope - Replace this subsection, except for number and section with the following:

This work consists of removing and maintaining mailboxes and supports at temporary locations during construction and installing mailboxes and newspaper boxes effected by construction on new and/or existing

supports, furnishing and installing new non-locking and locking mailboxes with reflectorized numbers, and newspaper boxes as specified or directed.

01070.15 Mailboxes – Furnish new mailboxes that meet the following requirements:

- Are U.S. Postmaster approved
- Locking boxes that are constructed of sheet metal or aluminum
- Non-locking boxes that are constructed of light sheet metal, aluminum or plastic.
- Powder coated finish on metal
- Weight 22.4 pounds or less

01070.80 Measurement - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed, maintained, and reinstalled will be measured on the unit basis, regardless of type, installed in permanent locations.

01070.90 Payment - Add the following Pay Item to the Pay Item list:

- (d) Remove and Reinstall Mailbox Supports Each
- (e) Mailboxes, Locking..... Each
- (f) Mailboxes, Non-Locking..... Each

Add the following two paragraphs:

Item (d) includes removing mailboxes and supports, maintaining them at temporary locations, and reinstalling them at their permanent locations.

Items (e) and (f) include furnishing and installing new mailboxes and supports, and for furnishing all labor, equipment and incidental necessary to complete the work as specified

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.11(a) Grading – Replace this subsection, except for the subsection number and title, with the following:

Provide open-graded Aggregate meeting the following grading requirements:

Table 02630-2	
Aggregate Gradation for Open-Graded Aggregate	
Sieve Size	Percent Passing (by Weight)
1"	100
3/4"	80 - 98
1/2"	60 - 85
3/8"	30 - 45
No. 100	0 - 6 (Dry Sieve)

02630.11(b) Fracture of Rounded Rock – Replace this subsection, except for the subsection number and title, with the following:

Determine fracture of rounded Rock according to AASHTO T 335. Provide Open-graded Aggregate meeting the following fracture requirements:

Percentage of Fracture (by Weight)

Material Retained on 3/4", 1/2", and 1/4" Sieves (two fractured faces) 90

PROJECT SUMMARY LIST
Marion County
2026 RESURFACING, ECMS Number 2026-101

FOR ALL PROJECTS:

TRAFFIC CONTROL

Lane Closure Hours – Refer to Section 00220 and ODOT permit for details on lane closures and hours of operation.

Removable Tape – Place white removable tape according to 00225.40, 00225.41(a) and 00225.42(e)(2), or as directed by the Engineer.

Portable Changeable Message Signs - Place Portable Changeable Message Signs as directed and according to Standard Drawing TM800.

Temporary Flexible Pavement Markers and Centerline Delineation - Place Temporary Flexible Pavement Markers according to 00225.40 and 00225.42(e) or as directed by the Engineer.

For leveling or base courses place Temporary Flexible Pavement Markers or temporary non-removable tape according to 00225.42(e)(2).

Tubular and Conical Markers - Install temporary traffic delineation according to 00224.40 and 00224.46.

ADJUSTMENT OF EXISTING STRUCTURES

Verify riser heights and sizes in the field prior to construction, adjust existing structures according to Section 00490.

COLD PLANE PAVEMENT REMOVAL OF ROADWAYS

Tapered Transverse Pavement Joint – Before opening to traffic, provide a temporary wedge of asphalt concrete at transverse pavement joints. See 00620.43 when traffic is allowed on cold planed surfaces. For taper rate see Transverse Cold Plane Pavement Removal Detail. Prior to paving, construct a smooth vertical edge along transverse joints according to 00620.40(f) and Standard Drawing RD610 Asphalt Concrete Pavement (ACP) Details, “Edge Detail”.

AGGREGATE SHOULDERS

Placement – Place shoulder rock along asphalt overlays according to 00641 and the Typical Section drawings.

Provide warning signs and tubular or conical markers according to 00224.46 where abrupt or

sloped edge drop-offs are greater than one (1) inch in height.

SAFETY EDGE

When indicated in the Schedule of Items, construct a safety edge according to Section 00738 and Standard Drawing No. RD615.

ASPHALT CONCRETE PAVEMENT (ACP)

Depositing ACP – On projects where indicated, furnish pick-up equipment or a transfer machine that is self-supporting, will deliver the mixture to the paving machine at a rate that provides continuous operation and prevents segregation. Do not deposit asphalt directly into the paving machine for wearing courses. When ACP is windrowed, furnish pick-up equipment according to 00745.46(b).

Cooling Time – Pave no more than half of the street/road per work shift. Allow asphalt to cool to 165° F before paving adjacent lanes, or as directed by the Engineer.

Joint Sealing – Seal all finished joints with hot paving grade asphalt or emulsified asphalt, as the contractor elects, and sand.

Vertical Face – Provide a vertical face according to Subsection 00745.48(a)(2).

ASPHALT CONCRETE PAVEMENT REPAIR (ACPR)

Construction – Construct ACPR according to Section 00748 and the ACPR Detail Drawing as directed by the Engineer and this Project Summary List.

MAILBOXES

Mailbox Supports – Install mailbox supports according to Section 01070 and ODOT Standard Drawing Numbers “RD100 – Mailbox Support” and “RD101 – Mailbox Installation Details” at locations shown in the Mailbox Work List. Mailbox work list is subject to change.

PROJECT SUMMARY LIST
Marion County
2025 RESURFACING, ECMS Number 2026-101

Project # 1 Howell Prairie Rd NE Rd # : 23-060, 51-010, 020, 030
FROM: St Hwy 214
TO: Silverton Rd NE
Length: 8.870 Miles Width – 22.8' Average

Item #	Description	Notes	Quantity	Units
0001-0808	RAILROAD INSPECTION		0	AA
0222-0164000E	PORTABLE CHANGEABLE MESSAGE SIGNS		8	EA
0223-0168000T	FLAGGERS		1390	HR
0223-0172000T	PILOT CARS		310	HR
0225-0148000E	TEMPORARY REFLECTIVE PAVEMENT MARKERS		4700	EA
0225-0150000F	TEMPORARY REMOVABLE TAPE		380	FT
0280-0100000A	EROSION CONTROL		1	LS
0280-0115030F	SEDIMENT BARRIER, TYPE 3		600	FT
0290-0100000A	POLLUTION CONTROL PLAN		1	LS
0305-0100000A	CONSTRUCTION SURVEY WORK		1	LS
0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS		1	LS
0320-0100000A	CLEARING AND GRUBBING		1	LS
0490-0100000E	ADJUSTING BOXES		15	EA
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS		2250	SY
0620-0118000J	COLD PLANE PAVEMENT REMOVAL, 1 INCHES DEEP		117083	SY
0641-0130000M	AGGREGATE SHOULDERS		7500	TN
0738-0200	SAFETY EDGE		1	LS
0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP		22250	TN
0749-0100000E	EXTRA FOR ASPHALT APPROACHES		9	EA
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS		17	EA
0810-0120000E	GUARDRAIL ANCHORS, TYPE 1 MODIFIED		2	EA
0810-0130000E	GUARDRAIL TERMINALS, FLARED		2	EA
0810-0133000SE	EXTRA FOR 8 FOOT POSTS, STEEL		12	EA
0810-0134000E	EXTRA FOR 11 FOOT POSTS		6	EA

0810-0210	GUARDRAIL END PIECES, THRIE-BEAM, TYPE B		2	EA
0810-0320	EXTRA FOR POST HOLES IN ROCK		6	EA
0810-0500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A		28	FT
0810-0510	MIDWEST GUARDRAIL SYSTEM, TYPE 3		28	FT
0855-0107100E	BI-DIRECTIONAL WHITE TYPE IAR MARKERS, RECESSED		1102	EA
0857-0150	CONTINOUS RUMBLE STRIPS		44084	LF
0861-0050	STRIPING LAYOUT		1	LS
1030-0228	NATIVE PLANT SEEDING		1	LS
1070-0100000E	SINGLE MAILBOX SUPPORTS		21	EA
1070-0101000E	MULTIPLE MAILBOX SUPPORTS		2	EA
1070-0102000E	MAILBOX CONCRETE COLLARS		2	EA
1070-0650	MAILBOX, LOCKING, WITH NUMBERS		3	EA

Minor Adjustment of Boxes

Station	Offset	Type	Notes
26+28	12' Rt	Monument	
58+75	5' Rt	Monument	Jordan Intersection
138+85	6' Rt	Monument	Macleay Intersection
140+56	6' Rt	Monument	Deschutes Intersection
192+80	CL	Monument	
196+50	CL	Monument	
207+00	7' Rt	Monument	
250+00	5' Rt	Monument	
277+38	3' Rt	Monument	Conifer Intersection
288+91	2' Lt	Monument	
291+60	1' Lt	Monument	
300+89	2' Lt	Monument	
328+61	CL	Monument	Sunnyview Intersection
387+11	1' Lt	Monument	
387+90	CL	Monument	

COLD PLANE PAVEMENT REMOVAL OF ROADWAYS

Station	Length	Width	Depth	SY	Notes
0+00	21518.0'	Varies	1.0"	53795.0	Inlay From St Hwy 214 to 145' South of State St
0+00	30.0'	Varies	1.0"	27.8	Radius at Hwy 214 (East)
0+00	22.0'	Varies	1.0"	16.3	Radius at Hwy 214 (West)
58+75	50.0'	21.0'	2.0" – 0"	116.7	Butt Joint on Jordan St. (East) Road Connection

58+75	50.0'	20.0'	2.0" – 0"	111.1	Butt Joint on Jordan St. (West) Road Connection
138+90	50.0'	Varies	2.0" – 0"	333.3	Butt Joint on Macleay Rd. Road Connection
165+75	50.0'	19.0'	2.0" – 0"	105.6	Butt Joint on Warner Dr. Road Connection
179+97	50.0'	Varies	2.0" – 0"	123.7	Butt Joint on Joel Ct. Road Connection
186+42	50.0'	Varies	2.0" – 0"	154.6	Butt Joint on Blackhawk Ct Road Connection
189+75	50.0'	Varies	2.0" – 0"	118.5	Butt Joint on Ranay Dr Road Connection
198+75	50.0'	Varies	2.0" – 0"	141.7	Butt Joint on Ashdown Ct Road Connection
204+54	50.0'	Varies	2.0" – 0"	168.5	Butt Joint on Boulder Ridge Ct. Road Connection
217+78	4765.0'	Varies	1"	11905.0	Inlay From 85' North of State St. to RxR Crossing
265+52	20281.0'	Varies	1"	50702.5	Inlay from RxR Crossing to Silverton Rd
277+45	50.0'	22.0'	2.0" – 0"	122.2	Butt Joint on Conifer St. Road Connection
328+50	110.0'	22.0'	2.0" – 0"	268.9	Butt Joint on Sunnyview Rd. (West) Road Connection
328+50	50.0'	22.0'	2.0" – 0"	122.2	Butt Joint on Sunnyview Rd. (East) Road Connection
387+20	50.0'	20.0'	2.0" – 0"	122.2	Butt Joint on Kaufman Rd. Road Connection
387+75	50.0'	Varies	2.0" – 0"	170.4	Butt Joint on Lardon Rd. Road Connection

ASPHALT CONCRETE PAVEMENT

Depositing ACP – Furnish pick-up equipment or a transfer machine.

Mainline

Course	Station	Length	Width	Depth	Ton
Inlay	0+00	21518'	Varies	3.0"	9150
No Pave	215+18	260'			
Inlay	217+78	4765'	Varies	3.0"	2027
No Pave	265+43	9'			
Inlay	265+52	20281'	Varies	3.0"	8624

Road Connections and Approaches

Description	Type	Station	Length	Width	Depth	Tons
Jordan St (East)	Road Connection	58+75	100.0'	21.0'	2.0"	27
Jordan St (West)	Road Connection	58+75	75.0'	20.0'	2.0"	19
Macleay Rd	Road Connection	138+90	50.0'	Varies	2.0"	38
Warner Dr	Road Connection	165+75	70.0'	Varies	2.0"	20
Joel Ct	Road Connection	179+97	50.0'	Varies	2.0"	15
Blackhawk Ct	Road Connection	186+42	50.0'	Varies	2.0"	18
Ranay Dr	Road Connection	189+75	50.0'	Varies	2.0"	15
Wildlife Ln	Approach	194+95	20.0'	50.0'	2.0"	13
Ashdown Ct	Road Connection	198+75	50.0'	Varies	2.0"	17
Boulder Ridge Ct	Road Connection	204+54	50.0'	Varies	2.0"	20
Conifer St	Road Connection	277+45	100.0'	Varies	2.0"	59
Sunnyview Rd (West)	Road Connection	328+50	1822.0'	22.0'	2.0"	506
Sunnyview Rd (SW)	Road Connection	328+50	62.0'	22.0'	2.0"	18
Sunnyview Rd (East)	Road Connection	328+50	185.0'	22.0'	2.0"	52
Sunnyview Rd (NE)	Road Connection	328+50	110.0'	22.0'	2.0"	31
Property #2591	Approach	341+96	20.0'	10.0'	2.0"	3
Property #2882	Approach	370+33	17.0'	10.0'	2.0"	3
Kaufman Rd	Road Connection	387+20	80.0'	Varies	2.0"	30
Lardon Rd	Road Connection	387+75	50.0'	Varies	2.0"	20
Property #3472	Approach	401+66	25.0'	10.0'	2.0"	4
Property #3472	Approach	402+48	20.0'	10.0'	2.0"	3
Selah Springs Rd	Road Connection	427+90	60.0'	Varies	2.0"	21
Property #4442	Approach	453+39	143.0'	10.0'	2.0"	19
Property #4551	Approach	461+09	50.0'	10.0'	2.0"	7
Property #4551	Approach	461+86	28.0'	10.0'	2.0"	4
Property #4551	Approach	463+32	22.0'	10.0'	2.0"	3

INSTALL CENTERLINE RUMBLE STRIPS

Placement – Construct rumble strips per the table below and ODOT Details DET4556, DET4557, and DET4558, or as directed by the engineer. Do not install rumble strips within 50' of railroad crossings.

Beginning Location	Ending Location	Length	Rumble Strip Width
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St Hwy 214	Jordan St.	5745'	8"
Jordan St	Macleay Rd	7853'	8"
Macleay Rd	Deschutes Rd	NONE	NONE
Deschutes Rd	Warner Dr	2425'	8"
Warner Dr	Joel Ct	1275'	8"
Joel Ct	Blackhawk Ct	538'	8"
Blackhawk Ct	Ranay Dr	214'	8"
Ranay Dr	Ashdown Ct	779'	8"
Ashdown Ct	Boulder Ridge Ct	451'	8"
Boulder Ridge Ct	State St	907'	8"
State St	RxR Crossing	4902'	8"
RxR Crossing	Conifer St	1038'	8"
Conifer St	Sunnyview Rd	4935'	8"
Sunnyview Rd	Kaufman Rd	5624'	8"
Kaufman Rd	Selah Springs Rd	3902'	8"
Selah Springs Rd	Silverton Rd	3759'	8"

RECESSED PAVEMENT MARKERS

Placement – Construct bi-directional yellow type 1AR recessed pavement markers per ODOT Standard Drawing TM517.

Project # 2: State St SE Rd #: 22-040, 050
FROM: Cordon Rd EP
TO: 150' West of Howell Prairie EP
Length: 3.640 Miles Width – 25.7' Average

Item #	Description	Notes	Quantity	Units
0001-0808	RAILROAD INSPECTION		0	AA
0222-0164000E	PORTABLE CHANGEABLE MESSAGE SIGNS		4	EA
0223-0168000T	FLAGGERS		600	HR
0223-0172000T	PILOT CARS		130	HR
0225-0148000E	TEMPORARY REFLECTIVE PAVEMENT MARKERS		1921	EA
0225-0150000F	TEMPORARY REMOVABLE TAPE		160	FT
0280-0100000A	EROSION CONTROL		1	LS
0280-0115030F	SEDIMENT BARRIER, TYPE 3		700	FT
0290-0100000A	POLLUTION CONTROL PLAN		1	LS

0305-0100000A	CONSTRUCTION SURVEY WORK		1	LS
0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS		1	LS
0310-0640	REMOVAL OF RAILROAD CROSSING		1	EA
0320-0100000A	CLEARING AND GRUBBING		1	LS
0490-0100000E	ADJUSTING BOXES		13	EA
0490-0102000E	ADJUSTING CATCH BASINS		2	EA
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS		3050	SY
0620-0120000J	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP		1112	SY
0620-0305	COLD PLANE PAVEMENT REMOVAL, REPAIR AREAS		4978	SY
0641-0130000M	AGGREGATE SHOULDERS		3090	TN
0738-0200	SAFETY EDGE		1	LS
0744-0225	LEVEL 2, 3/8" DENSE, PG 64-22, ACP IN LEVELING		45	TN
0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP		7500	TN
0744-0265	LEVEL 2, 1/2" DENSE, PG 64-22, ACP IN BASE PLUG		850	TN
0749-0100	EXTRA FOR ASPHALT APPROACHES		3	EA
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS		6	EA
0810-0120000E	GUARDRAIL ANCHORS, TYPE 1 MODIFIED		2	EA
0810-0122000E	GUARDRAIL END PIECES, TYPE B		2	EA
0810-0123000E	GUARDRAIL END PIECES, TYPE C		2	EA
0810-0129000E	GUARDRAIL TERMINALS, NON-FLARED		2	EA
0810-0130000E	GUARDRAIL TERMINALS, FLARED		2	EA
0810-0133000SE	EXTRA FOR 8 FOOT POSTS, STEEL		12	EA
0810-0134000E	EXTRA FOR 11 FOOT POSTS		6	EA
0810-0320	EXTRA FOR POST HOLES IN ROCK		6	EA
0810-0450	MIDWEST GUARDRAIL ANCHOR SYSTEM DOWSTREAM ANCHOR TERMINAL		3	EA
0810-0500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A		375	FT
0810-0510	MIDWEST GUARDRAIL SYSTEM, TYPE 3		25	FT
0861-0050	STRIPING LAYOUT		1	LS
1030-0228	NATIVE PLANT SEEDING		1	LS
1070-0100000E	SINGLE MAILBOX SUPPORTS		20	EA
1070-0101000E	MULTIPLE MAILBOX SUPPORTS		1	EA
1070-0102000E	MAILBOX CONCRETE COLLARS		1	EA

1070-0650	MAILBOX, LOCKING, WITH NUMBERS		1	EA
9999.0510	TEMPORARY DETOUR ROUTE		1	LS

EXISTING STRUCTURE ADJUSTMENTS

Minor Adjustment of Boxes

Station	Offset	Type	Notes
20+25	12' Lt	Gas	
20+28	13' Lt	Gas	
21+31	CL	Monument	
31+03	2' Rt	Monument	
48+40	14' Lt	Gas	In Paved Shoulder
48+45	2' Lt	Monument	
67+57	15' Lt	Gas	Square Box In Gravel Shoulder
70+02	1' Rt	Monument	
150+96	1' Rt	Monument	Burries by chip (78 th Intersection)
153+64	1' Rt	Monument	
162+33	CL	Monument	
163+79	1' Rt	Monument	
164+56	CL	Monument	

Minor Adjustment of Manholes

Station	Offset	Type	Notes
24+32	18' Lt	Telephone	Vault Manhole in Gravel Shoulder
24+36	15' Lt	Telephone	Vault Manhole in Gravel Shoulder

Removal Of Railroad Crossing

Station	Notes
78 th Ave	Remove Steel Rails and stop sign completely from roadway

Minor Adjustment of Catch Basins

Station	Offset	Type	Notes
48+40	20' Rt	Catch Basin	SW Corner of 59 th
49+08	20' Rt	Catch Basin	NW Corner of 59 th

COLD PLANE PAVEMENT REMOVAL OF ROADWAYS

Station	Length	Width	Depth	SY	Notes
0+00	200.0'	Varies	0" – 2.0"	1136.5	Begin Project Inlay
2+00	110.0'	50.0'	0" – 2.0"	611.1	Transition to Inlay
49+40	50.0'	Varies	0" – 2.0"	225.0	Butt Joint on 59 th Ave Road Connection

66+21	50.0'	Varies	0" – 2.0"	183.3	Butt Joint on 62nd Ave Road Connection
67+35	50.0'	Varies	0" – 2.0"	152.8	Butt Joint on 63 rd Ave Road Connection
108+07	50.0'	Varies	0" – 2.0"	145.4	Butt Joint on 70 th Ave Road Connection
132+15	50.0'	Varies	0" – 2.0"	123.1	Butt Joint on 74 th Ave Road Connection
152+12	50.0'	21.0'	0" – 2.0"	116.7	South Side of RxR Crossing on 78 th Ave.
152+12	36.0'	21.1'	0" – 2.0"	84.0	North Side of RxR Crossing on 78 th Ave
780+85	110.0'	24.0'	0" – 2.0"	293.3	West Side of RxR Crossing
172+14	110.0'	24.0'	0" – 2.0"	293.3	East Side of RxR Crossing
191+08	110.0'	24.0'	0" – 2.0"	293.3	End Project Butt Joint

Cold Plane Pavement Removal, Repair Areas

Locations – Will be marked in the field as follows:

Course	Station	Left / Right	Length	Width	SY	Depth	ACP Depth	ACP Tons
Plug	53+85	Both	1400.0'	25.0'	4977.8	3"	3"	850

ASPHALT CONCRETE PAVEMENT

Depositing ACP – Furnish pick-up equipment or a transfer machine.

Mainline

Course	Station	Length	Width	Depth	Ton
Overlay	0+00	6621'	32'	2.0"	2670
Overlay	66+21	12597'	22.5'	2.0"	3572
Leveling	136+50	150'	30.0'	1.0"	32

Road Connections and Approaches

Description	Type	Station	Length	Width	Depth	Tons
59 th Ave	Road Connection	49+40	50.0'	Varies	2.0"	25
62 nd Ave	Road Connection	66+21	50.0'	Varies	2.0"	21
63 rd Ave	Road Connection	67+35	50.0'	Varies	2.0"	18
70 th Ave	Road Connection	108+07	50.0'	Varies	2.0"	17

74 th Ave	Road Connection	132+15	50.0'	Varies	2.0"	14
78 th Ave	Road Connection	152+15	646.0'	Varies	2.0"	175

Project # 3 Deschutes St / 93rd Ave / Edmundson Dr / Waldo Hills Dr
#: 863-010, 020, 030, 865-010
FROM: Howell Prairie Rd
TO: State Hwy 214
Length: 4.577 Miles Width – 20.5' Average

Item #	Description	Notes	Quantity	Units
0222-0164000E	PORTABLE CHANGEABLE MESSAGE SIGNS		3	EA
0223-0168000T	FLAGGERS		270	HR
0223-0172000T	PILOT CARS		90	HR
0225-0148000E	TEMPORARY REFLECTIVE PAVEMENT MARKERS		2420	EA
0225-0150000F	TEMPORARY REMOVABLE TAPE		80	FT
0490-0102000E	ADJUSTING CATCH BASINS		1	EA
0620-0110	COLD PLANE PAVEMENT REMOVAL, BUTT JOINTS		405	SY
0620-0115	COLD PLANE PAVEMENT REMOVAL, CURB LINE		112	SY
0641-0130000M	AGGREGATE SHOULDERS		2731	TN
0744-0205	LEVEL 2, 3/8" DENSE, PG 64-22, ACP		4900	TN
0744-0225	LEVEL 2, 3/8" DENSE, PG 64-22, ACP IN LEVELING		2300	TN
0749-0100000E	EXTRA FOR ASPHALT APPROACHES		2	EA
0749-0150	EXTRA FOR ASPHALT ROAD CONNECTIONS		2	EA
0861-0050	STRIPING LAYOUT		1	LS
1070-0100000E	SINGLE MAILBOX SUPPORTS		6	EA
1070-0600	MAILBOX WITH NUMBERS		1	EA
1070-0650	MAILBOX, LOCKING, WITH NUMBERS		1	EA

EXISTING STRUCTURE ADJUSTMENTS

Minor Adjustment of Catch Basins

Station	Offset	Type	Notes
161+01	15' Lt	Catch Basin	NE Corner of Anderson Rd

COLD PLANE PAVEMENT REMOVAL OF ROADWAYS

Station	Length	Width	Depth	SY	Notes
7+80	100.0'	10.0'	1.5" – 0"	111.1	Curb Grind along Brick Driveway
159+45	50.0'	Varies	1.5" – 0"	218.5	Butt Joint on Waldo Hills Rd (East)
241+16	50.0'	Varies	1.5" – 0"	183.3	End Project Butt Joint at Hwy 214

ASPHALT CONCRETE PAVEMENT

Depositing ACP – Furnish pick-up equipment or a transfer machine.

Mainline

Course	Station	Length	Width	Depth	Ton
Overlay	0+00	24166'	21'	1.5"	4796
Leveling	8+50	15138'	21'	1.0"	2003

Road Connections and Approaches

Description	Type	Station	Length	Width	Depth	Tons
Aspen Ln	Approach	39+85	25.0'	10.0'	1.5"	3
Property #10055	Approach	85+53	35.0'	10.0'	1.5"	4
Waldo Hills (East)	Road Connection	159+45	50.0'	Varies	1.5":	17
Anderson Rd	Road Connection	161+01	180.0'	Varies	1.5"	32

Project # 4 REFLECTIVE PAVEMENT MARKERS
Various Roads

Item #	Description	Notes	Quantity	Units
0223-0172	PILOT CARS		80	HR
0855-0102	BI-DIRECTIONAL YELLOW TYPE I		1085	EA

Raised Reflective Marker Locations and Quantities:

Road Name	Begin	End	Length	Buttons
State St	Cordon Rd	Howell Prairie Rd	19,218'	480
Deschutes, 93 rd , Edmundson, Waldo Hills	Howell Prairie Rd	OR214	24,166'	605

MAILBOX WORK LIST

2026 Marion County Resurfacing 2026-101

****All Mailbox Work Is Subject To Change****

#1 Howell Prairie Rd NE		
Address	Tasks	Notes
5605	New Single Support	1 Paper Box
5555	No Change	
5525	No Change	Locking Box
XXXX	No Change	Oversize Box
5415	New Single Support	
5405	New Single Support	2 Paper Boxes
5375	No Change	Locking Box
5345	New Single Support	Locking Box
5195	No Change	Oversize Box, 1 Paper Box
5160	No Change	1 Paper Box
4290	New Single Support	Locking Box
3517	New Single Support	Locking Box
3515	New Single Support	Locking Box
1745	No Change	
1510	No Change	Locking Box
1480	New Single Support, New Locking Box	
1420	New Single Support, New Locking Box	
1360	No Change	1 Paper Box
1350	No Change	Oversize Box, 1 Paper Box
1220	No Change	1 Paper Box
1195	No Change	
1050	No Change	Brick Pedestal
750	No Change	1 Paper Box
730	No Change	1 Paper Box
650	New Single Support	1 Paper Box
385	New Single Support	Locking Box
379	No Change	Locking Box
375	No Change	Locking Box, 1 Paper Box
8560, 8570, 8580, 8595	New Multiple Post	3 Paper Boxes, 2 Locking Boxes
8350	New Single Support	Locking Box, 1 Paper Box
230	New Single Support	Locking Box, 1 Paper Box

225	New Single Support, New Locking Box	Locking Box, 1 Paper Box
220	No Change	1 Paper Box
215	New Single Support	Locking Box, 3 Paper Boxes
205	No Change	Locking Box
210	No Change	
194	New Single Support	1 Paper Box
354	No Change	1 Paper Box
593	New Single Support	
679	New Single Support	Locking Box
893	No Change	Locking Box
950, 944	No Change	2 Locking Boxes
1014	No Change	
1134	No Change	Locking Box
1693, 1699	No Change	Oversize Box
2232	New Single Support	
8684, 8685	New Multiple Support	2 Locking Boxes
2492	No Change	1 Paper Box
2591	New Single Support	
3472	No Change	Locking Box
3781, 3811	No Change	
4312	New Single Support	Locking Box, 1 Paper Box
4432, 4422	No Change	4434 Locking Box, 4422 Oversize Box
4551	No Change	

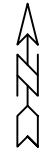
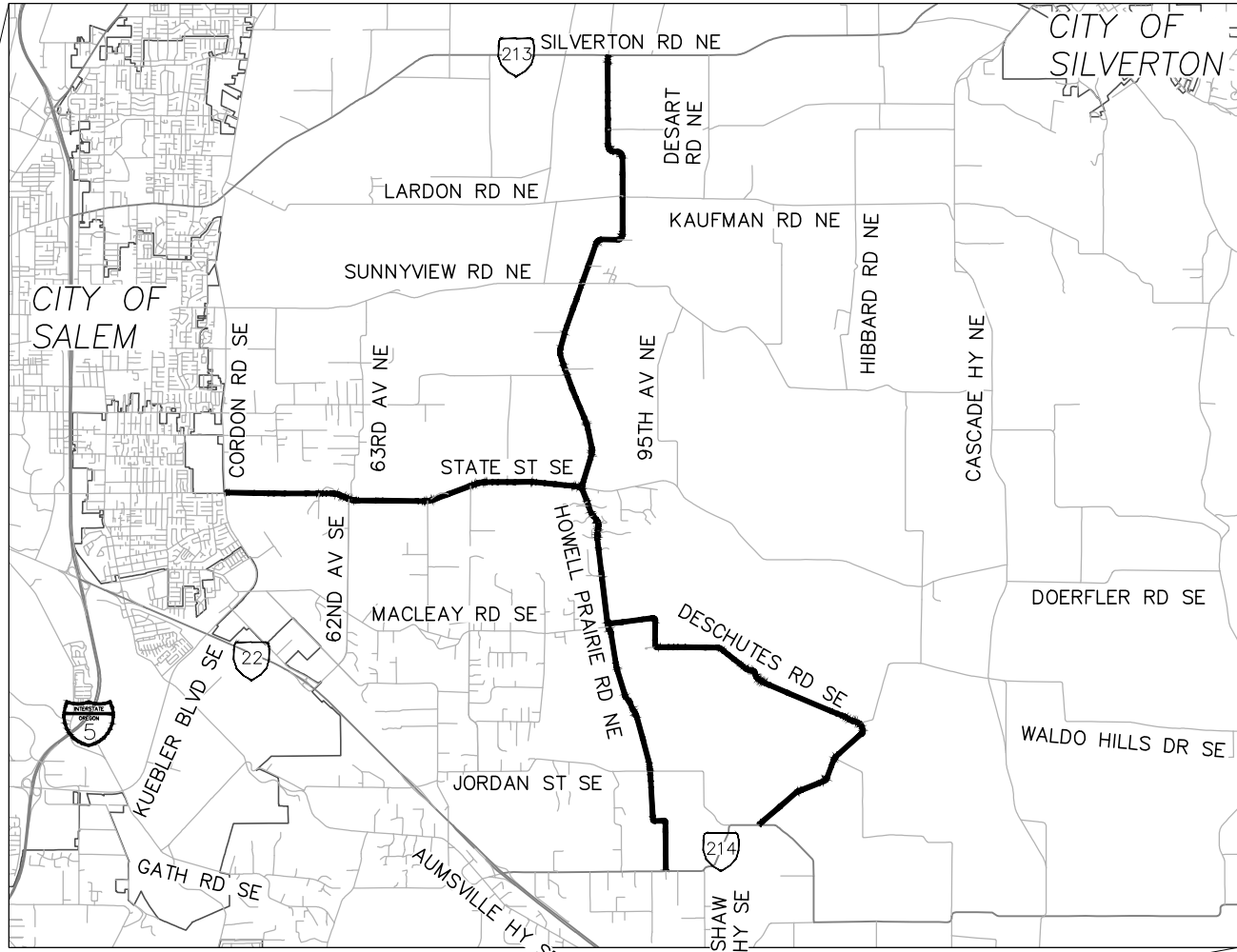
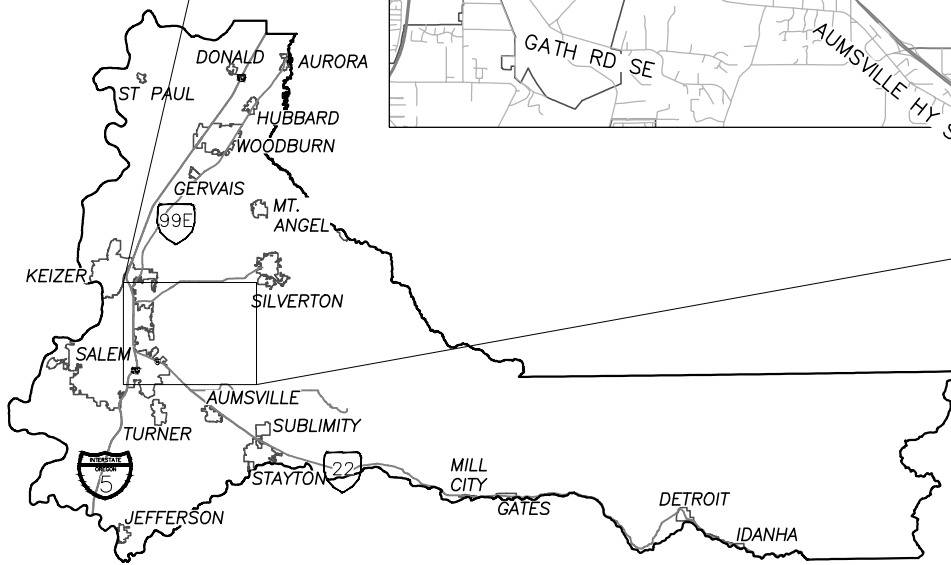
#2 State St SE		
Address	Tasks	Notes
5055	No Change	
5065, 5065, 5065	No Change	
5065, 5065	No Change	
5210	New Single Support	Locking Box
5320	No Change	
5340	New Single Support, New Locking Malibox	
5420	No Change	Locking Box
5550	No Change	Locking Box, 1 Paper Box
5590	New Single Support	1 Paper Box
5715	New Single Support	1 Paper Box
5705	New Single Support	
5765	No Change	
5770	New Single Support	Locking Box, 1 Paper Box
5850	New Single Support	
6090	No Change	

6140	New Single Support	
6310	New Single Support	
6345, 6355	No Change	
6475	No Change	1 Paper Box
6520	New Single Support	
6525	New Single Support	
6555	New Single Support	1 Paper Box
6570	New Single Support	
6580	New Single Support	
6660	No Change	Locking Box
6725, 6750, XXXX	New Multiple Support	2 Oversize Boxes
6840	New Single Support	1 Paper Box
6845	No Change	
6955	No Change	Locking Box
6957	No Change	Locking Box, 1 Paper Box
7230	New Single Support	1 Paper Box
7325	New Single Support	
7510	No Change	
7565	No Change	Locking Box
7573	No Change	Locking Box
7575	No Change	Locking Box
7585	No Change	Locking Box
7565	No Change	Locking Box
7780	No Change	Locking Box
XXXX (78 th Ave)	New Single Support	Oversize Box
XXXX (78 th Ave)	New Single Support	Oversize Box
278 (78 th Ave)	New Single Support	
7905	No Change	Locking Box
7907	No Change	
8045	No Change	Locking Box
8060	No Change	
8079	No Change	
8107	No Change	Locking Box
8162	No Change	Locking Box, 1 Paper Box
XXXX	No Change	
8535	No Change	Oversize Box, 1 Paper Box
8540	No Change	Locking Box

#3 Deschutes St SE, 93rd Ave SE, Edmundson Dr SE, Waldo Hills Dr SE		
Address	Tasks	Notes
8900	No Change	Locking Box, 1 Paper Box
9152	No Change	Locking Box
9182	No Change	

9440	New Single Support	
9683	No Change	Locking Box
9725	New Single Support	Oversize Box, 2 Paper Boxes
9905	No Change	1 Paper Box
9899	No Change	Oversize Box
10125	New Single Support	
10350	No Change	Locking Box
10425	New Single Support	
10515	No Change	Oversize Box
10895	No Change	
11070	No Change	1 Paper Box
10845	No Change	Oversize Box
10605	New Single Support, New Locking Box	
10845	New Single Support, New Mailbox	
10410	No Change	Locking Box

#4 Reflective Pavement Markers
No Work

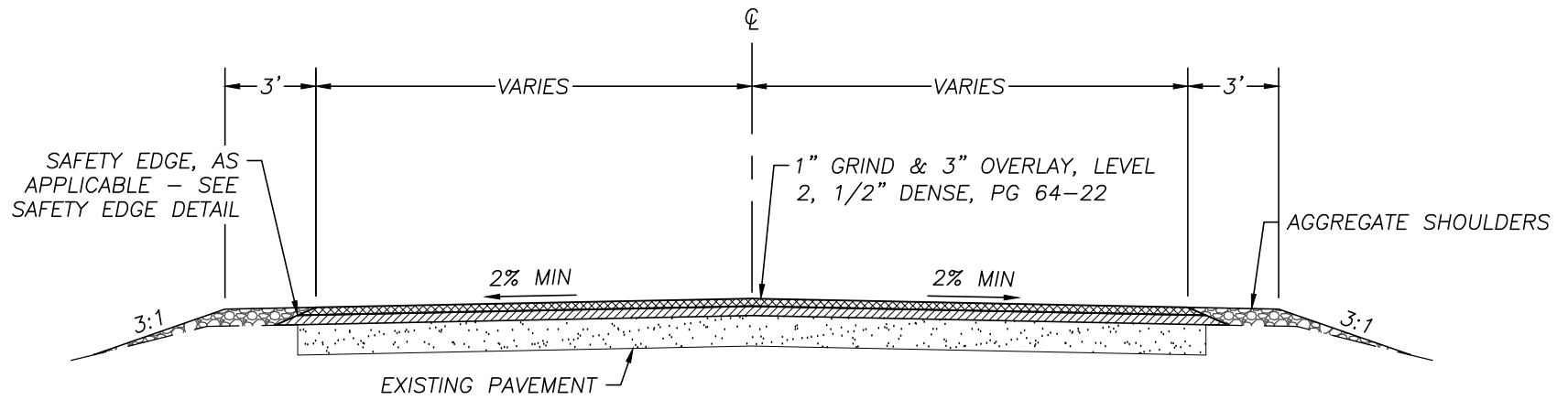


MARION COUNTY DEPARTMENT OF PUBLIC WORKS



RESURFACING 2026 VICINITY MAP

ECMS NO: 2026-101	PROJECT NO: N/A	SCALE: N.T.S	SHEET: V-1
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① **INLAY TYPICAL SECTION**
 SCALE: N.T.S.
 0+00 - 215+18
 217+78 - 265+43
 265+52 - 468+33

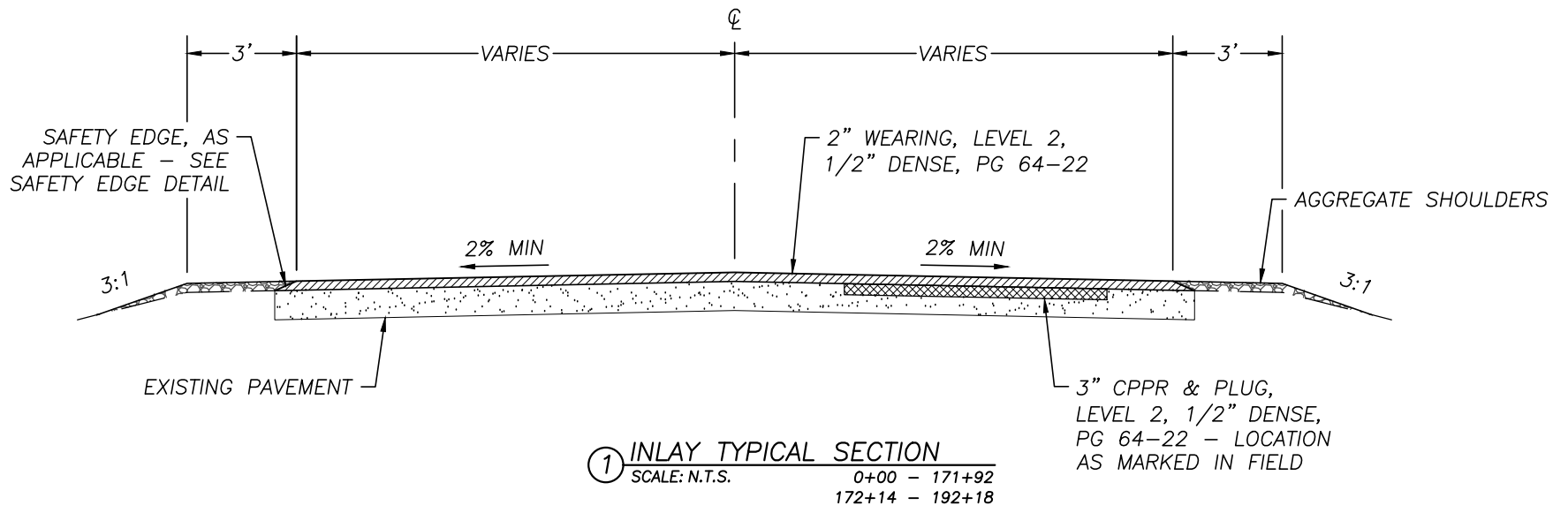
MARION COUNTY DEPARTMENT OF PUBLIC WORKS




**RESURFACING 2026
 HOWELL PRAIRIE RD NE
 TYPICAL SECTION**

ECMS NO: 2026-101	PROJECT NO: 1	SCALE: N.T.S.	SHEET: T-1
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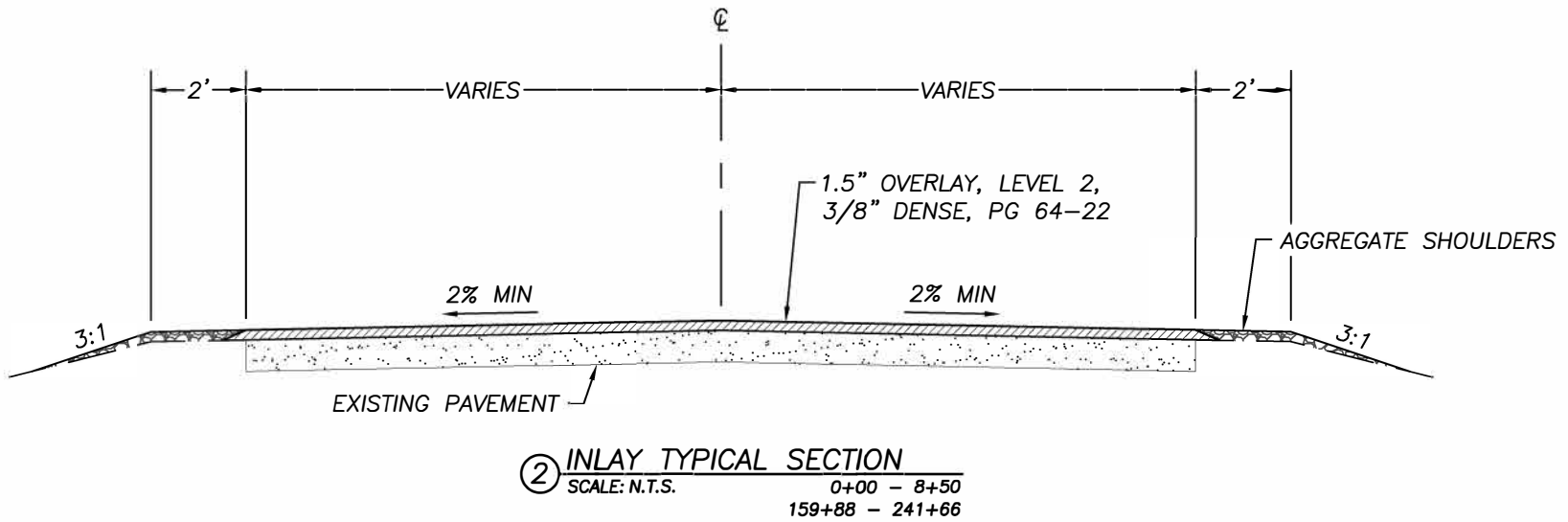
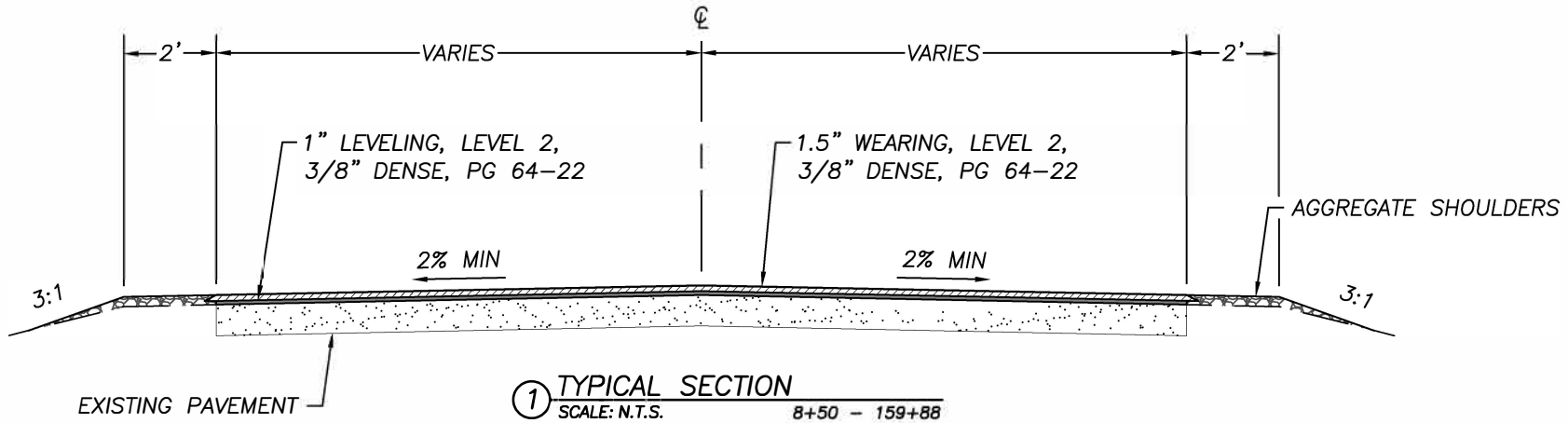


MARION COUNTY DEPARTMENT OF PUBLIC WORKS



**RESURFACING 2026
STATE ST SE
TYPICAL SECTION**

ECMS NO: 2026-101	PROJECT NO: 2	SCALE: N.T.S.	SHEET: T-2
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MARION COUNTY DEPARTMENT OF PUBLIC WORKS



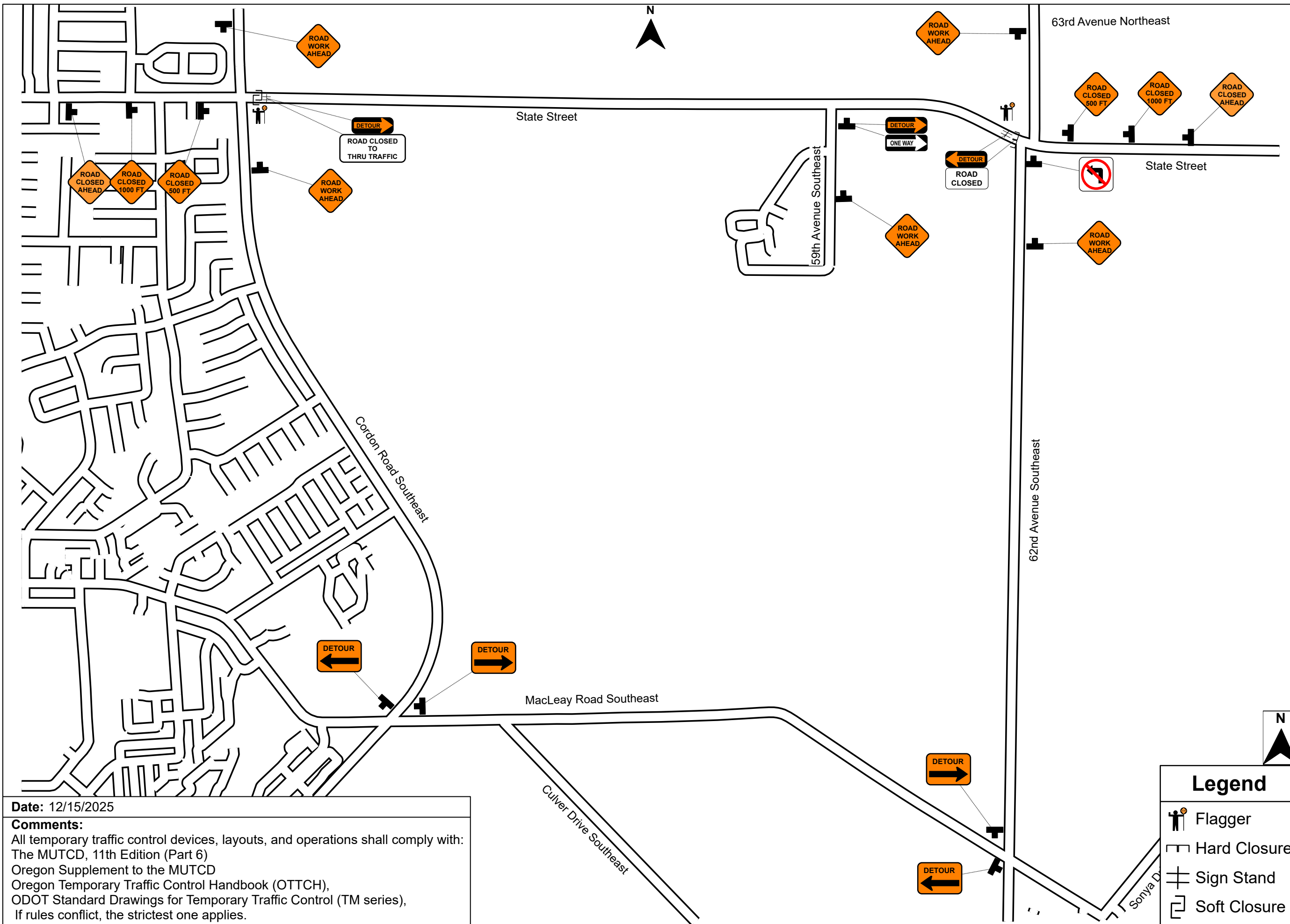
RESURFACING 2026
DESCHUTES ST SE
TYPICAL SECTION

ECMS NO:
2026-101

PROJECT NO:
3

SCALE:
N.T.S.

SHEET:
T-3



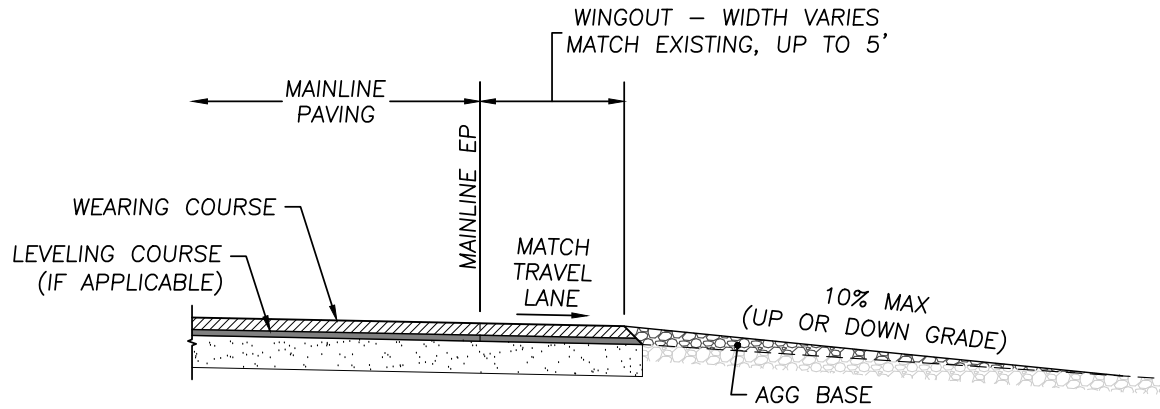
MARION COUNTY
State St Detour
DEPARTMENT OF PUBLIC WORKS

Date: 12/15/2025
Comments:
 All temporary traffic control devices, layouts, and operations shall comply with:
 The MUTCD, 11th Edition (Part 6)
 Oregon Supplement to the MUTCD
 Oregon Temporary Traffic Control Handbook (OTTCH),
 ODOT Standard Drawings for Temporary Traffic Control (TM series),
 If rules conflict, the strictest one applies.

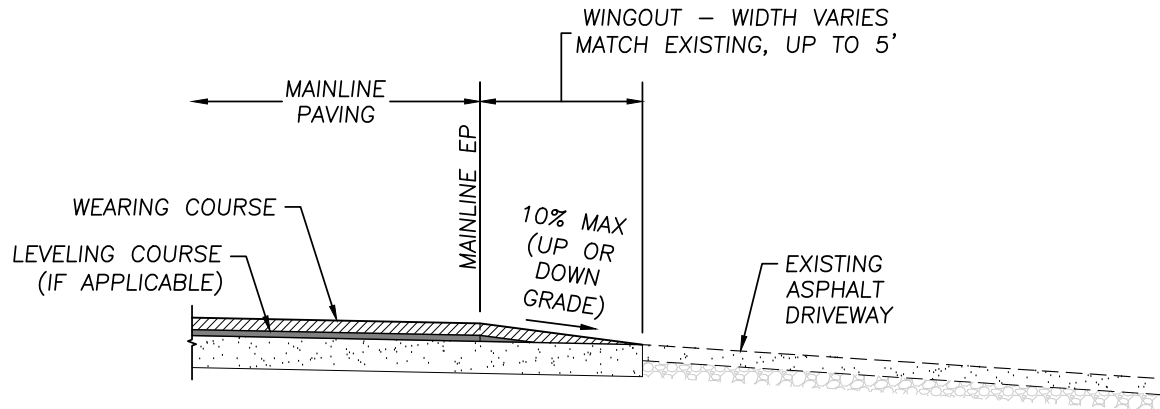
Legend

- Flagger
- Hard Closure
- Sign Stand
- Soft Closure

TITLE: State St
 SHEET: S1



① **GRAVEL DRIVEWAY WINGOUT DETAIL**
SCALE: N.T.S.

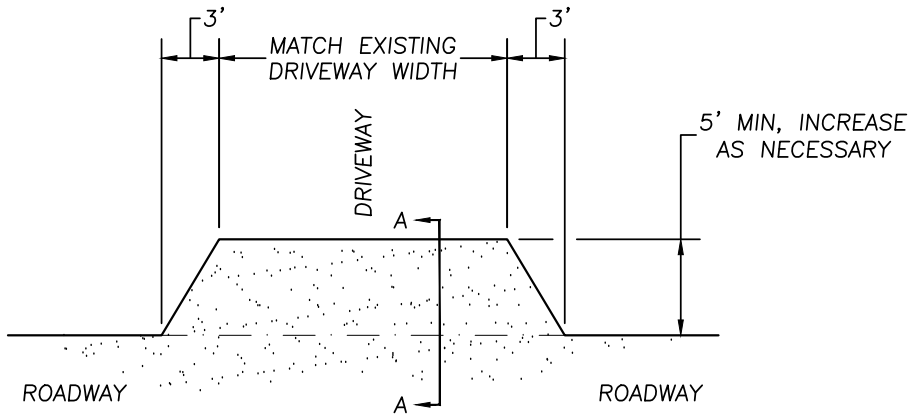


② **ASPHALT DRIVEWAY WINGOUT DETAIL**
SCALE: N.T.S.

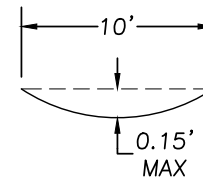
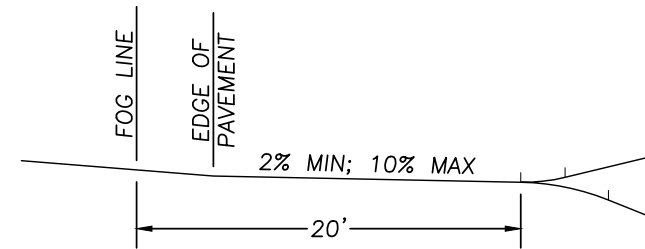
MARION COUNTY DEPARTMENT OF PUBLIC WORKS



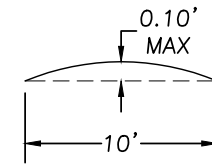
**RESURFACING
DRIVEWAY WINGOUT
DETAIL**



① DRIVEWAY APPROACH DETAIL
SCALE: N.T.S.

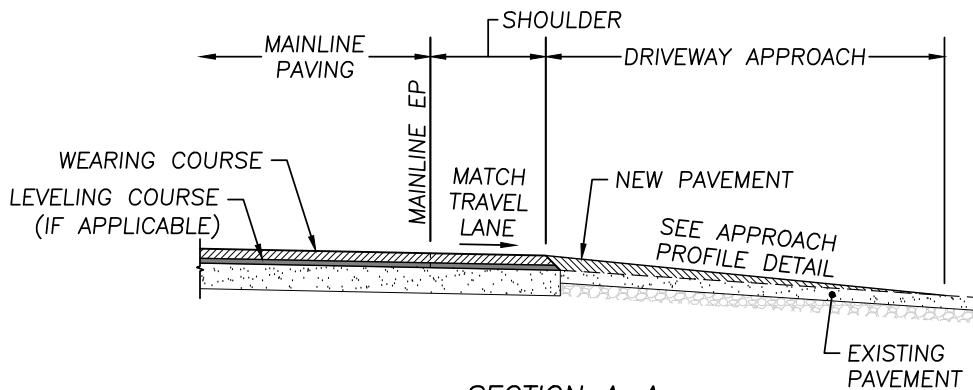


MAXIMUM SAG



MAXIMUM CREST

③ APPROACH PROFILE DETAIL
SCALE: N.T.S.

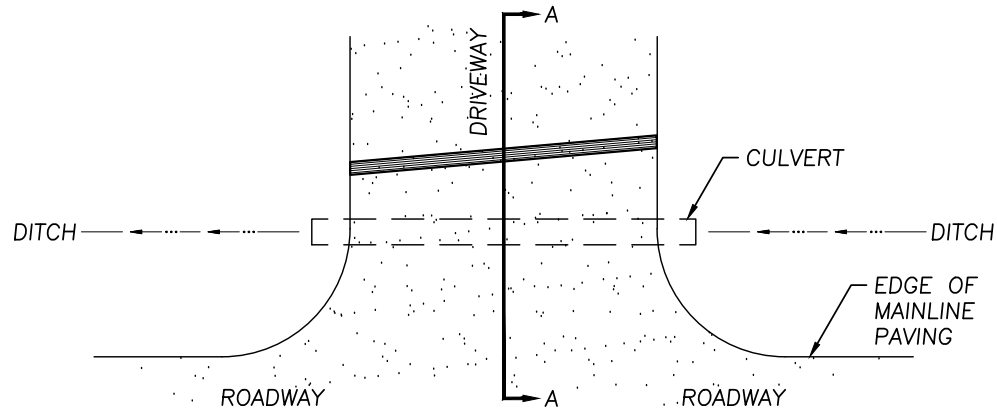


② SECTION A-A
SCALE: N.T.S.

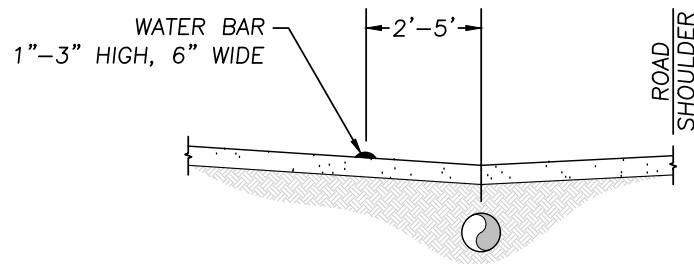
MARION COUNTY DEPARTMENT OF PUBLIC WORKS



**RESURFACING
DRIVEWAY APPROACH
DETAIL**



① DRIVEWAY WATER BAR DETAIL
SCALE: N.T.S.



② SECTION A-A
SCALE: N.T.S.

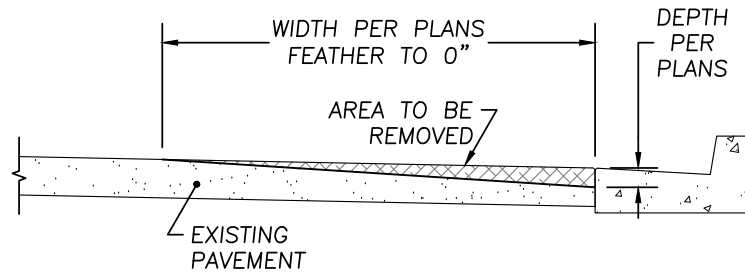
NOTES:

1. ON BOTH PAVED AND GRAVEL DRIVEWAYS, WATER BARS ARE REQUIRED ON SLOPES GREATER THAN 10%
2. ASPHALT WATER BARS REQUIRE A TACK COAT OF LIQUID ASPHALT TO BE APPLIED BEFORE BUILDING THE BERM
3. THE WATER BARS ARE TO BE OF ADEQUATE ELEVATION AND WIDTH TO ENSURE THAT THE WATER RUNOFF WILL NOT FLOW ONTO COUNTY ROAD SHOULDERS OR TRAVELLED WAY
4. WATER BARS SHALL BE 2' TO 5' MEASURED FROM THE CENTER OF THE CULVERT OR A MINIMUM OF 5' MEASURED FROM THE EDGE OF PAVEMENT

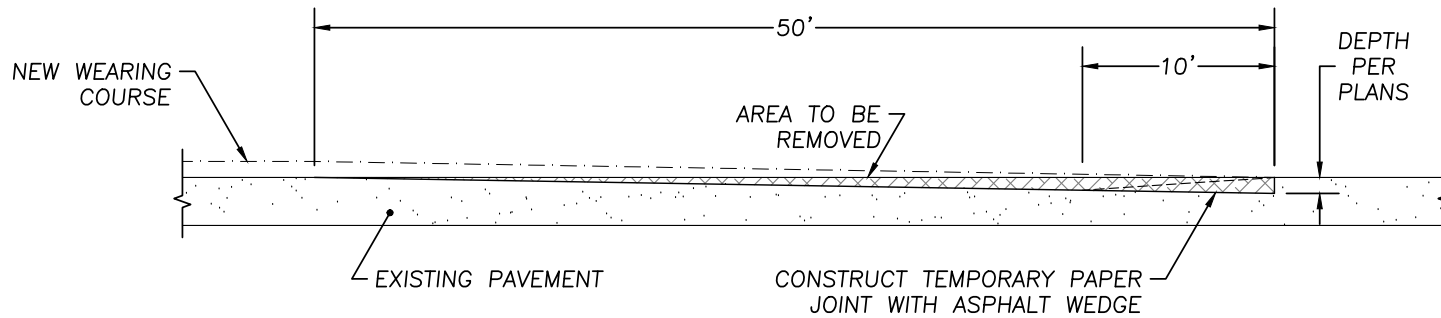
MARION COUNTY DEPARTMENT OF PUBLIC WORKS



**RESURFACING
DRIVEWAY WATER BAR
DETAIL**



① LONGITUDINAL PAVEMENT REMOVAL DETAIL
SCALE: N.T.S.

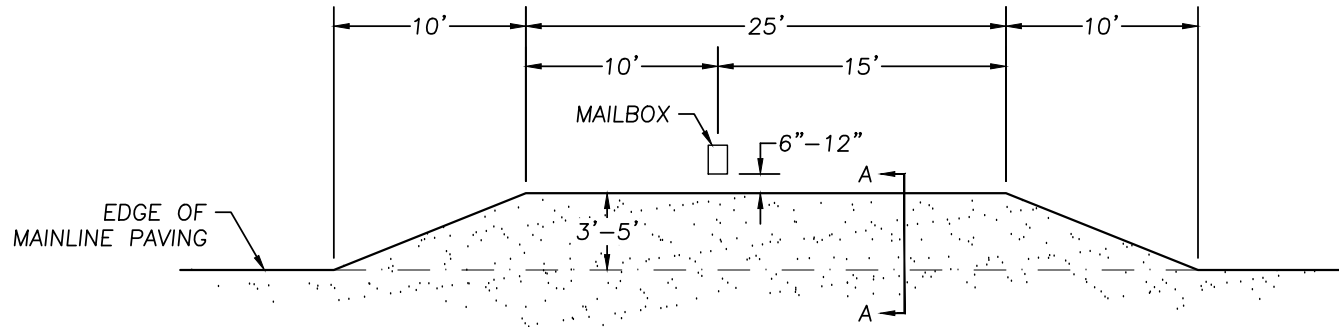


② TRANSVERSE PAVEMENT REMOVAL DETAIL
SCALE: N.T.S.

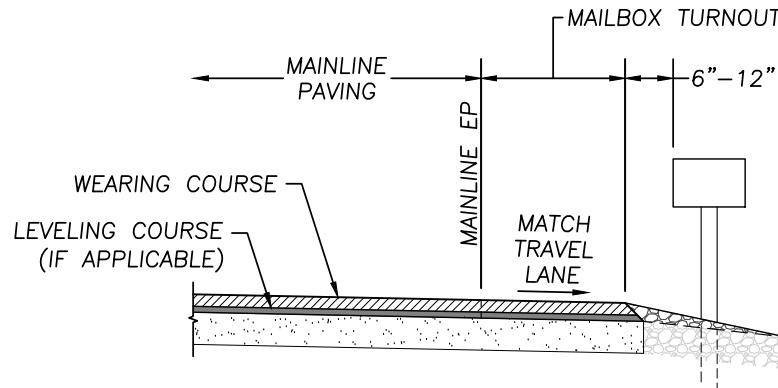
MARION COUNTY DEPARTMENT OF PUBLIC WORKS



**RESURFACING
PAVEMENT REMOVAL
DETAIL**



① MAILBOX TURNOUT DETAIL
SCALE: 1" = 10'

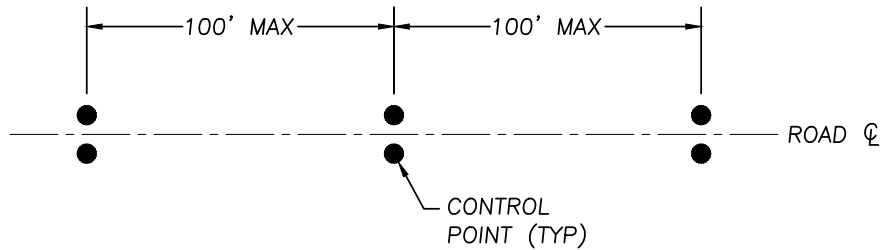


② SECTION A-A
SCALE: N.T.S.

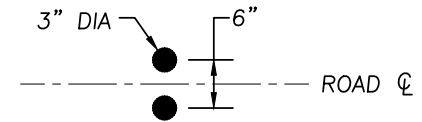
MARION COUNTY DEPARTMENT OF PUBLIC WORKS



RESURFACING MAILBOX TURNOUT DETAIL



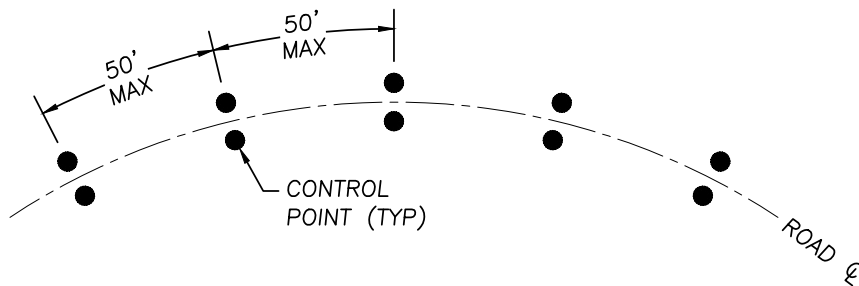
① ALIGNMENT LAYOUT - TANGENT SECTIONS
SCALE: N.T.S.



③ CONTROL POINT DETAIL
SCALE: N.T.S.



④ EDGE LINE CONTROL POINT DETAIL
SCALE: N.T.S.



② ALIGNMENT LAYOUT - CURVE SECTIONS
SCALE: N.T.S.

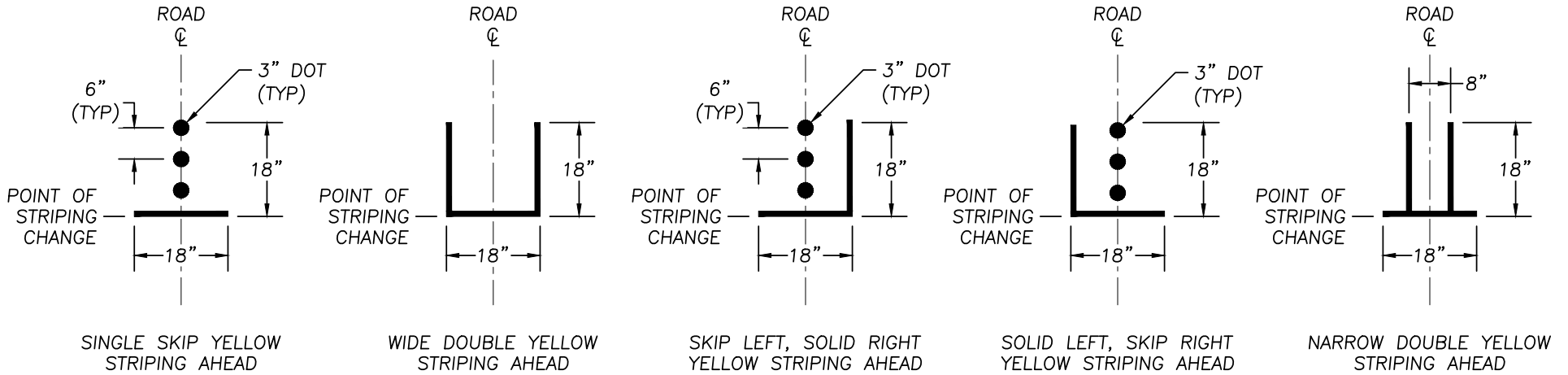
NOTES:

1. USE CHROME/SILVER PAINT FOR ALL MARKINGS
2. EDGE LINE ALIGNMENT LAYOUT TO ASSUME SAME FREQUENCY AS CENTERLINE ALIGNMENT LAYOUT

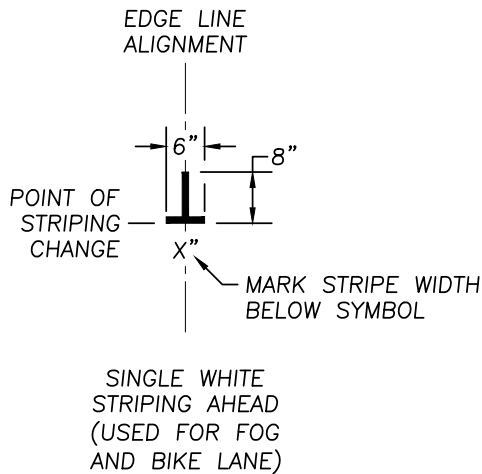
MARION COUNTY DEPARTMENT OF PUBLIC WORKS



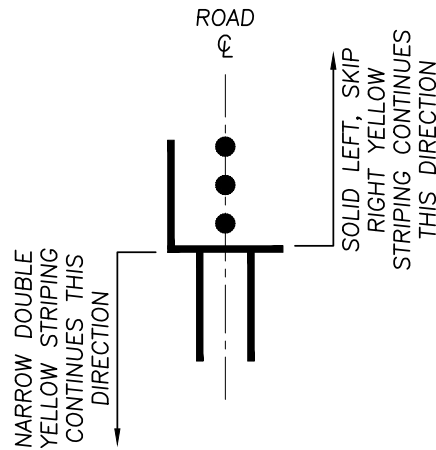
**RESURFACING
ALIGNMENT LAYOUT
MARKING DETAIL**



① CENTERLINE STRIPING LAYOUT MARKINGS
SCALE: N.T.S.



② EDGE LINE STRIPING LAYOUT MARKING
SCALE: N.T.S.



③ EXAMPLE STRIPING LAYOUT MARKING
SCALE: N.T.S.

NOTES:

1. WHEN CHANGING STRIPING PATTERNS, MARK LAYOUT MARKINGS IN EITHER DIRECTION RELATIVE TO PATTERN CHANGE (SEE EXAMPLE DETAIL)
2. USE CHROME/SILVER PAINT FOR ALL MARKINGS
3. MARKING LINES TO BE 1" WIDE MIN

MARION COUNTY DEPARTMENT OF PUBLIC WORKS



**RESURFACING
STRIPING LAYOUT
MARKING DETAIL**



**APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY**

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

03M49702

CLASS : KEY#

GENERAL LOCATION			PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER SILVER CREEK FALLS HIGHWAY OR-214			<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 163	COUNTY Marion		<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS Husky Lane and Homestead Way SE			<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP	DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> NON-COMMERCIAL SIGN AS DESCRIBED BELOW		
APPLICANT NAME AND ADDRESS Marion County Public Works Att: Linda Martin 5155 Silvertown Rd Salem, OR 97305			<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
FOR ODOT USE ONLY					
BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REFERENCE OAR 734-055-0035(2)	AMOUNT OF BOND N/A		
INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		REFERENCE OAR 734-055-0035(1)	SPECIFIED COMP. DATE 11/1/2026		

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	MILE TO POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM CENTER OF PVT	R/W LINE	BURIED CABLE OR PIPE DEPTH/VERT.	SIZE AND KIND	SPAN LENGTH
10.09	13.16			Left					

DESCRIPTION OF DESIRED USE

Marion County is scheduled to pave Howell Prairie Road and Waldo Hills Drive during the 2026 paving season. Construction will require placing temporary traffic control signs and flaggers on OR214 during construction to direct traffic through the work area.

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

- TRAFFIC CONTROL REQUIRED OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED
- ◆ YES [OAR 734-055-0025(6)] NO ◆ YES [OAR 734-055-0100(2)] NO [OAR 734-055-0100(1)]
- ◆ AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE Steve Barner AT PHONE NO.: 503-986-5831 OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: Steve.barner@odot.oregon.gov, SPECIFY TIME AND DATE WORK IS TO OCCUR.
- ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ◆ ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.
CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS (FOR ODOT USE ONLY)

Traffic Control See Attached
Shall Meet General
MUTCD Standards Provisions

Work Hours: Monday - Thursday 9am - 4pm
Friday 9am - Noon
No work on Holidays

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE <input checked="" type="checkbox"/>		TITLE CAPITAL PROJECTS MANAGER	DATE 1-16-26
APPLICANT SIGNATURE <input checked="" type="checkbox"/>	APPLICATION DATE 1-15-2026	TITLE Civil Engineering Associate 1	TELEPHONE NO. 503-365-3148
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached, and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.			DISTRICT MANAGER OR REPRESENTATIVE <input checked="" type="checkbox"/>
			APPROVAL DATE 2/3/2026



**GENERAL PROVISIONS
FOR POLELINE, PIPELINE, BURIED CABLE,
AND MISCELLANEOUS PERMITS**

Revised April 2022

APPLICANT: Marion County Public Works	PERMIT NO: 03M49702
HIGHWAY: 163 / Silver Falls Hwy	MP: 10.09 - 13.16

These permit provisions are in addition to the requirements described in Oregon Administrative Rule, Chapter 734, Division 55 and may be supplemented by permit special provisions. In the event of a conflict, the Administrative Rule will apply then these provisions followed by any permit special provisions. Unless otherwise specified, all documents referenced are references to the current version, with any revisions or supplements, in place when the work is conducted.

All checked () provisions apply.

WORKSITE

- 1. Access control fence must be maintained during permitted work and restored to its original or better condition after permitted work is complete.
- 2. The Applicant shall not use state highway right of way to display advertising signs or to display or sell merchandise of any kind.
- 3. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is prohibited.
- 4. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
- 5. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- 6. The spreading of mud or debris upon any state highway is prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the Applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each workday, or more frequently as directed by the District Manager or representative.
- 7. Applicant shall replace any landscape vegetation or fences that are damaged or destroyed. Any damage that is not fully restored within 30 days may be replaced by ODOT at the expense of the Applicant. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
- 8. Applicant shall install and maintain the landscaped area as shown on the attached drawings. Plantings shall be limited to non-invasive, low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. ODOT may remove plantings without liability or loss, injury, or damage of any nature whatsoever if in the future it is determined to be in the public interest to do so.

TRAFFIC

- 9. The work area shall be protected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), and the Oregon Temporary Traffic Control Handbook as supplemented or amended by ODOT.
- 10. For work requiring traffic control devices to be in place continuously for longer than three days, Applicant shall provide a site-specific traffic control plan developed based on the principles of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and ODOT Standards. The traffic control plan may be reviewed by ODOT before work begins. The ODOT review does not relieve the Applicant of responsibility for the accuracy of the traffic control plan.
- 11. For permitted utility work, the Applicant shall take measures necessary to maintain the accessibility of the state highway including sidewalks and pedestrian areas by individuals with disabilities to the ODOT

Americans with Disability Act (ADA) standard during the course of the work by following the Oregon Temporary Traffic Control Handbook, Section 1.6.

12. When constructing a new utility service line, Applicant shall ensure that advance notice of any temporary pedestrian route is provided in an accessible format to the public, people with disabilities, and disability organizations to the greatest extent possible. The Notice is to be sent to the organizations on the contact list of Centers for Independent Living at https://www.oregon.gov/odot/Engineering/DOCS_ADA/AOCIL-Contacts.pdf
13. All damaged or removed highway signs shall be replaced by the Applicant. Installation shall be according to MUTCD and ODOT standards and shall be completed as soon as possible but no later than the end of the work shift.
14. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
15. Hours of work shall be Mon - Thur 9am - 4pm / Fri 9am - Noon / No work on holidays

DRAINAGE

16. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
17. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
18. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
19. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
- whenever a four-inch pipe is inadequate to serve the developed area,
 - development site is one acre or larger in size and directly or indirectly affects state facilities, or
 - as directed by the District Manager or representative.
20. Applicant shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
21. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

EXCAVATION / CONSTRUCTION

22. "Oregon Standard Specifications for Construction" and ODOT "Standard Drawings" where applicable and not otherwise superseded by the permit, shall be incorporated for use in the permit; <https://www.oregon.gov/odot/engineering/pages/index.aspx>. These documents apply only to the extent they provide standards and performance requirements for work to be performed under the permit. In the event of a conflict, the permit provisions will take precedent.
23. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.
24. When open cutting of the highway is allowed, all excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift.
25. Steel plates shall be pinned, and a temporary cold patch applied to the edges. The Applicant shall be responsible for monitoring and maintenance of temporary patching and steel plating.
26. Compaction tests shall be required for each open cut per Oregon Standard Specifications for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be at least 95%. Results of compaction test shall be provided upon request of the District Manager or representative at Applicants' expense.

- 27. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
- 28. Surface restoration shall be a minimum of four inches of hot asphalt-concrete (AC), compacted in two inch lifts, or to match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- 29. Any area of cut or damaged asphalt shall be restored in accordance with the attached "T-Cut Typical Section" drawing. For a period of two years following the patching of the paved surface, Applicant shall be responsible for the condition of the pavement patches, and during that two year period shall repair to District Manager or representative's satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
- 30. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per the Oregon Standard Specification for Construction. The overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement and taper longitudinally at a fifty feet to one inch (50':1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the paved surface, the Applicant shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
- 31. Highway crossings of utility lines shall be bored or jacked. Bore pits shall be located behind the ditch line unless otherwise specified in the permit. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
- 32. Any non-conductive, un-locatable, underground facility shall have a tracer wire or other similar conductive marking tape, or device placed the full length of the installed underground facility in compliance with the Oregon Utilities Notification Center rules, OAR Chapter 952.
- 33. Trench backfill outside of ditch line may be native soil compacted at optimum moisture in twelve inch layers to not less than 95% relative maximum density.
- 34. Native material that is unsatisfactory for compaction shall be disposed of off the work site and granular backfill used.
- 35. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be at least 95% maximum density. At the request of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at Applicant's expense.
- 36. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
- 37. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
- 38. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.
- 39. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments.
- 40. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- 41. Utility markers, pedestals, and vaults shall be placed as near the highway right-of-way line as practical. In no case shall pedestals, vaults, and line markers be located within the area where highway maintenance activities regularly occur including mowing operations, or nearer the pavement edge than any official highway sign in the same general location.
- 42. No cable plowing is allowed within the lateral support of the highway asphalt (e.g., at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- 43. Review by the ODOT Bridge Engineer is required for all proposed bridge and structure attachments and for any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related elements, or within the influence zone of bridge facilities.

MISCELLANEOUS

44. Applicant shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
45. If the Applicant impacts a legally protected/regulated resource, Applicant shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
46. Plans are reviewed by ODOT in general only and do not relieve the Applicant from completing roadway improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, Applicant is responsible to provide "as built" drawings, within 60 days from completion of roadway improvements, and shall submit them to the District Office issuing the permit.
47. Applicant shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, Applicant shall be responsible for all costs and coordination associated with its reestablishment by a professional licensed surveyor.
48. Applicant shall be responsible to restore or replace any curbs or curb ramps damaged by the permitted activity according to ODOT's ADA Standards available at <https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>. Any review or inspection of the curbs or curb ramps conducted by ODOT does not relieve the Applicant of the responsibility to comply with any other aspect of federal, state, and local laws, rules and regulations applicable to the work allowed under the permit including but not limited to the Americans with Disabilities Act of 1990.
49. When constructing a minor roadway improvement, Applicant shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this permit, including, without limitation, the provisions of ORS 276.071. If Applicant chooses to assign their permitted responsibilities to a consultant or contractor, Applicant shall inform the consultant or contractor of the requirements of ORS 276.071.
50. Upon completion of the permitted minor roadway improvement, Applicant shall notify ODOT and request final inspection. If all structures and appurtenances constructed under this permit are found to be in compliance with permit provisions and state standards, ODOT will accept ownership of the permitted structures and appurtenances by written notice to the Applicant.

Marion County Public Works

2026 Marion County Resurfacing Program

Construction Dates: Between July 1, 2026 and October 15, 2026

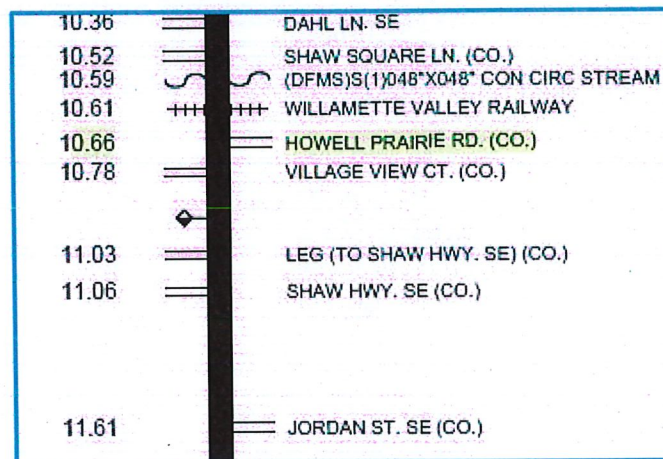
Project Manager: Brandon Stoyles

Phone: 503-910-2087

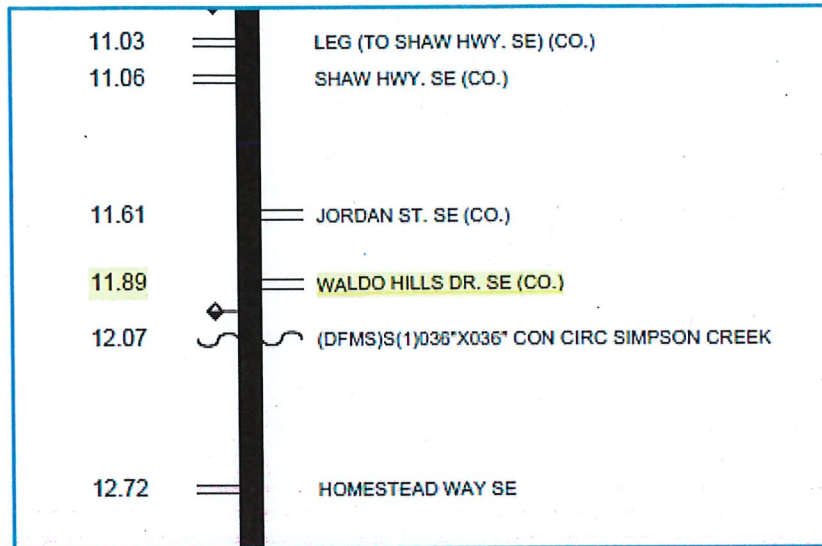
BStoyles@co.marion.or.us

Marion County is scheduled to bid a resurfacing contract that includes paving Howell Prairie Road and Waldo Hills Road during the 2026 construction season. The work will require placing temporary traffic control signs and flaggers on ODOT right-of-way.

- Howell Prairie Road – MP 10.66



Waldo Hills Drive SE - MP 11.89



Construction will require temporary traffic control signs and flaggers on ODOT right of way during the culvert repair.

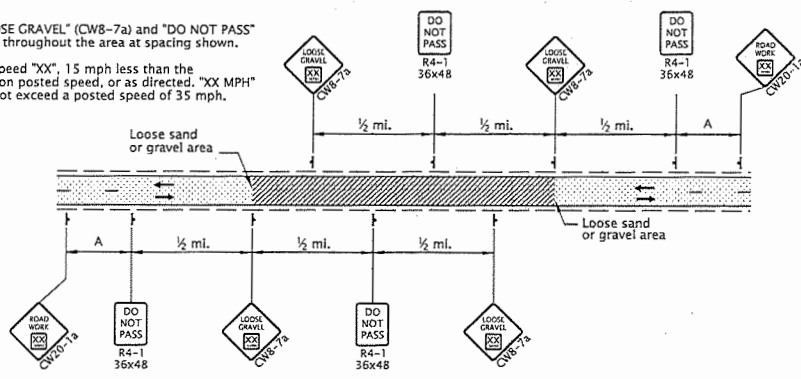
Traffic control will comply with the 2021 Oregon Standard Specifications for Construction as well as the following:

- ODOT "Oregon Temporary Traffic Control handbook for Operations of Three Days or less"
- Standard Drawings TM800, TM841, and TM850 as applicable.

11-JUL-2025

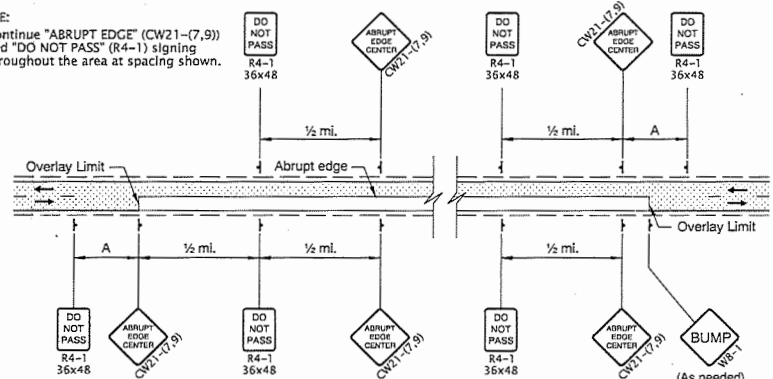
TM850.dgn

- NOTE:
- Continue "LOOSE GRAVEL" (CW8-7a) and "DO NOT PASS" (R4-1) signing throughout the area at spacing shown.
 - Use advisory speed "XX", 15 mph less than the pre-construction posted speed, or as directed. "XX MPH" placard shall not exceed a posted speed of 35 mph.



2-Lane, 2-Way Roadway
LOOSE GRAVEL IN ROADWAY SIGNING

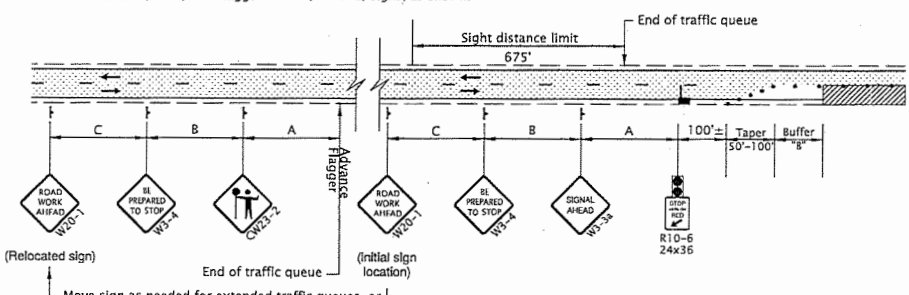
- NOTE:
- Continue "ABRUPT EDGE" (CW21-17.9) and "DO NOT PASS" (R4-1) signing throughout the area at spacing shown.



2-Lane, 2-Way Roadway
OVERLAY AREA SIGNING

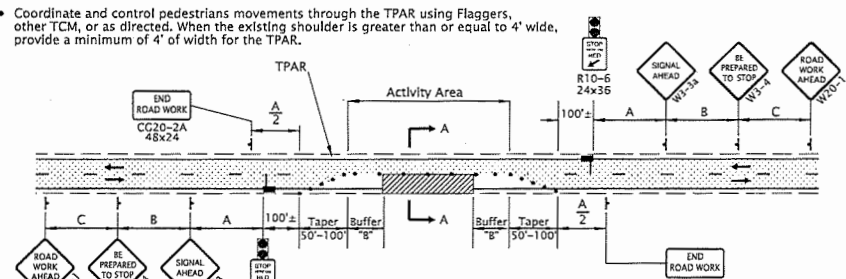
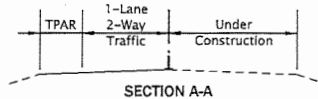
- NOTES:
- Place Advance Flagger and additional signing when traffic queues extend beyond initial warning signing OR when sight distance is restricted.
 - Relocate initial "ROAD WORK AHEAD" (W20-1) sign in advance of additional "BE PREPARED TO STOP" (W3-4) and Flagger Ahead (CW23-2) signs, as shown.

- Place additional Tubular Markers for Flagger and Advance Flagger Stations according to FLAGGER STATION DELINEATION detail.



ADVANCE FLAGGER FOR EXTENDED TRAFFIC QUEUES

- NOTE:
- When using pilot cars with flaggers to control traffic during paving operations, the Tubular Marker spacing along centerline may be increased to 200' within the Activity Area, as shown or as directed.
 - Include "WAIT FOR FLAGGER" (CR4-23) signs mounted on Type II Barricade located approx. 50' before each Flagger Station.
 - Coordinate and control pedestrians movements through the TPAR using Flaggers, other TCM, or as directed. When the existing shoulder is greater than or equal to 4' wide, provide a minimum of 4' of width for the TPAR.



2-Lane, 2-Way Roadway
ONE LANE CLOSURE

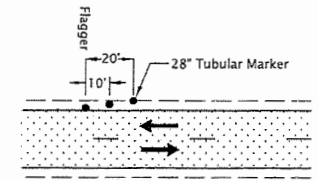
GENERAL NOTES FOR ALL DETAILS:

- The "SIGNAL AHEAD" (W3-3a) sign may be substituted with the Signal Ahead (W3-3) symbol sign.
- Cover existing passing zone signing, as directed.
- Install temporary striping as required.
- To determine Taper Length ("L") and Buffer Length ("B"), use the "MINIMUM LENGTHS TABLE" shown on Dwg. No. TM800.
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Dwg. No. TM800.
- Install a "BICYCLES ON ROADWAY" (CW11-1) sign in advance of the closure when a bike lane is closed, or when the shoulder is closed and bikes are expected.
- At night, flagger stations shall be illuminated according to the FLAGGER STATION LIGHTING DELINEATION detail on Dwg No. TM800.

- To be accompanied by Dwg. Nos. TM820, TM821 & TM854.
- Automated Flagging Assistance Device (AFAD)
- 28" Tubular Markers on 20' max. spacing for flagger tapers and stations
- 28" Tubular Markers See TCD Spacing Table on TM800 for max. spacing.
- UNDER TRAFFIC
- UNDER CONSTRUCTION
- CONSTRUCTION UNDER TRAFFIC

NOTE:

- Use a minimum of 3 tubular markers in shoulder taper on 10' spacing for flagger station delineation.



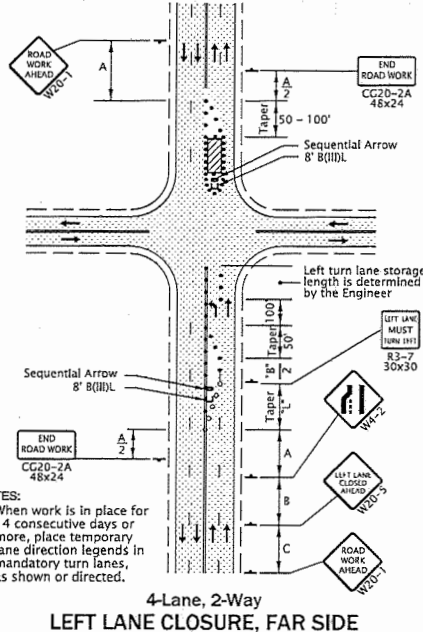
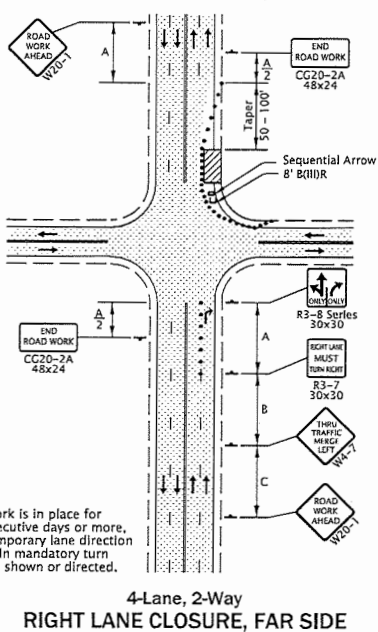
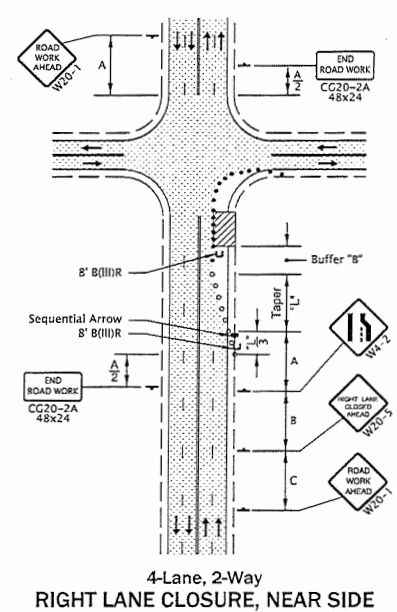
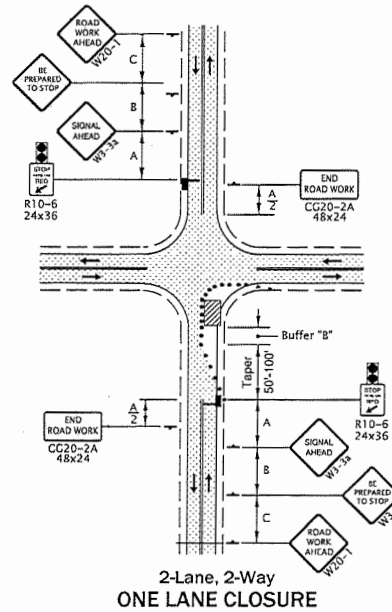
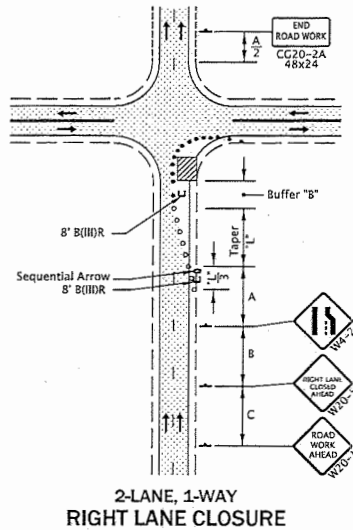
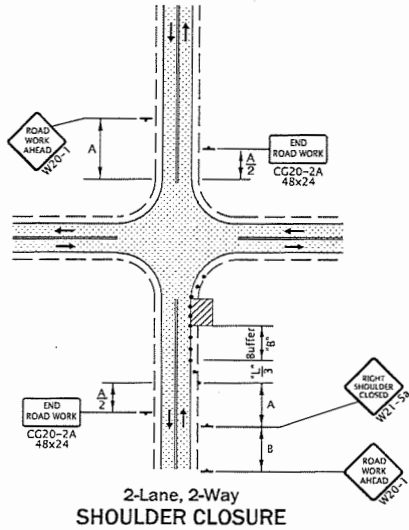
FLAGGER STATION DELINEATION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.	
OREGON STANDARD DRAWINGS	
2-LANE, 2-WAY ROADWAYS	
2024	
DATE	REVISION DESCRIPTION
01-2022	Added AFADs to drawing.
07-2025	Clarified location of "WAIT FOR FLAGGER" sign.
CALC. BOOK NO.	SDR DATE: 11-JUL-2025
N/A	TM850

Effective Date: December 1, 2025 – May 31, 2026

03M49702



NOTES:

- When work is in place for 14 consecutive days or more, place temporary lane direction legends in mandatory turn lanes, as shown or directed.

NOTES:

- When work is in place for 14 consecutive days or more, place temporary lane direction legends in mandatory turn lanes, as shown or directed.

GENERAL NOTES FOR ALL DETAILS:

- Additional Traffic Control Measures (TCM) may be required for all legs of the Intersection.
- The "SIGNAL AHEAD" (W3-3a) sign may be substituted with the signal ahead symbol (W3-3) sign.
- To determine Taper Length ("L") and Buffer Length ("B"), use the "MINIMUM LENGTHS TABLE" on Dwg. TM800.
- For left lane or shoulder work, place TCD to close left lane or shoulder. Use "LEFT LANE CLOSED AHEAD" (W20-5) sign, "LEFT LANE ENDS" (W4-2L) symbol sign, or "LEFT SHOULDER CLOSED" (W21-5a) sign, where applicable.
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Dwg. TM800.
- When a through road intersects within the work zone, place a "ROAD WORK AHEAD" (W20-1) sign in advance of the intersection at sign spacing A.
- Tubular markers may be used in lane closure tapers where posted speed is 40 mph or less.
- Where shoulder width is limited, Sequential Arrow may be placed within the lane closure taper.
- Place channelizing devices around intersection radii, business accesses and driveways at 10' spacing.
- Install a "BICYCLES ON ROADWAY" (CW11-1) sign in advance of the closure when a bike lane is closed, or when the shoulder is closed and bikes are expected.
- To be accompanied by Dwg. Nos. TM820, TM821, TM840 & TM854.

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.	
OREGON STANDARD DRAWINGS	
INTERSECTION WORK ZONE DETAILS	
2024	
DATE	REVISION DESCRIPTION
01-2022	Added AFADs to drawings.
07-2024	Fixed a typo.
CALC. BOOK NO.	SDR DATE
	12-JUL-2024
	TM841

- Automated Flagging Assistance Device (AFAD)
- 28" Tubular Markers See TCD Spacing Table on TM800 for max. spacing.
- Temp. Plastic Drums See TCD Spacing Table on TM800 for max. spacing.
- UNDER TRAFFIC
- UNDER CONSTRUCTION

Effective Date: December 1, 2025 - May 31, 2026



Marion County

OREGON

CERTIFICATE OF SELF-INSURANCE

The undersigned hereby certifies that the following described self-insurance is in force as of the date below:

Name of Self-Insured: Marion County

Principal Address: 325 13th St SE Salem, Oregon, 97301
PO Box 14500, Salem, OR, 97309-5036

Policy Period: July 1, 2010 until cancelled

	<u>Description of Coverage</u>	<u>Limits of Liability</u>
I.	General Liability	\$10,000,000 Per Occurrence \$10,000,000 Aggregate
II.	Automobile Liability	\$1,000,000 Per Accident Per ODOT Certificate Number 58
III.	Workers' Compensation	\$600,000
IV.	Employer's Liability	\$1,000,000

Marion County is self-insured for the above coverages in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. This document is furnished to you as a matter of information only. The issuance of this document does not modify in any manner the issuer's self-insurance program.

Marion County Risk Management

Mina Hanssen

Mina Hanssen, MBA, ARM, Risk Manager
Phone: 503-373-4426 Fax: 503-588-7951