

REQUEST FOR BIDS ENVIRONMENTAL EARTHWORK SERVICES

JH BAXTER OFFSITE REMOVAL ACTION EUGENE, OREGON

Procurement Deadline	Date and Time
RFB Issuance	October 16, 2023
Voluntary Pre-bid Site Walk	Thursday, October 26, 2023, at 11:00 (south side of 215 Baxter Street in Eugene, Oregon)
Questions Due	October 31, 2023, at 17:00
Addenda Issuance	November 3, 2023
Bid Submittals Due	November 13, 2023, at 17:00
Notice of Intent to Award Issuance	Week of November 13, 2023
Anticipated Work Start	Week of November 27, 2023
Completion of All Work that Requires Resident Relocation	By December 20, 2023
Substantial Completion	By January 12, 2024
Final Completion (Including all Plantings)	By May 3, 2024

If you wish to bid on this project, please respond by returning a completed Bid Request Form to Chris Martin by email at cmartin@gsiws.com. The Bid Request Form is included as Attachment A to the Request for Bids (RFB).

Introduction

GSI Water Solutions, Inc. (GSI), is performing environmental services for the Oregon Department of Environmental Quality (DEQ) in residential areas impacted by the former JH Baxter & Co. (Baxter) facility (Facility), located at 85 Baxter Street in Eugene, Oregon (Facility Site) (Figure 1 in Exhibit A). GSI intends to subcontract an environmental earthwork firm as part of an offsite soil removal action (RA) being completed in a residential neighborhood near the Facility. The anticipated conditions and requirements are described in this Request for Bids (RFB). This project is a prevailing wage job subject to the Oregon Prevailing Wage Rate (PWR) law (Oregon Revised Statute [ORS] 279C.800 to 279C.870) as discussed further below.

Earthwork activities will occur within seven residential properties and the City of Eugene (City) rights-of-way (ROW) between the properties and the street which comprise the seven respective decision units (DUs) (collectively referred to as the Removal Action Area or Site) north of the Facility, as shown on Figures 1 and 2 in Exhibit A.

Detailed descriptions of the individual DUs are included in the RA Work Plan (RAWP) and RAWP Scope Memoranda included in Exhibit A. Representative photographs of each DU are included in the Photograph Log in Attachment B to this RFB. In general, the scope of work (Work) includes the following at each DU:

- Prepare the DU for soil removal activities.
- Remove dioxin/furan impacted soil from the ground surface to between six inches and 2 feet below ground surface (bgs) from the DUs, as identified in Figure 2 of the RAWP and the Scope Memoranda for each property in Exhibit A.
- Transport and dispose of impacted soil, demolition debris, and vegetative debris (roots and stumps) at a licensed Subtitle D landfill.
- Import clean topsoil and fill soil to replace excavated soil.
- Restore the DU to pre-construction conditions or as designated in this RFB.

This Work is projected to be started on or after The Anticipated Work Start date listed on page 1 of this RFB.

Provided mandatory requirements are met, selection will be based on the lowest total adjusted estimated cost. The selected firm (hereafter referred to as the Earthwork Contractor [EC]) must be licensed and bonded in the State of Oregon. EC will be required to execute a subcontract agreement and/or work authorization with GSI to perform these services.

Project Overview

In 2020 and 2021, Baxter began investigating the extent of offsite surface soil contamination in the area surrounding the Facility. Elevated polychlorinated dibenzo-p-dioxin and polychlorinated dibenzofuran (i.e., dioxins and furans) contamination was identified in soil samples collected from residential yards immediately north of the Facility. Concentrations identified during these initial investigations were highest in yards within areas where air deposition modeling predicted predominant summer wind direction and deposition areas from the Facility (Figure 2 in Exhibit A). Subsequent investigations of subsurface soil contamination determined that unacceptable levels of dioxins and furans existed up to 2 feet bgs at some properties.

Scope of Work

GSI is retaining an EC specialized in environmental earthwork associated with contaminated soil. The selected EC will perform, or subcontract where appropriate, the following activities at each DU:

- Prepare the DU for excavation activities by removing all structures defined in the attached RAWP Scope Memoranda, all stockpiled materials, fences that will limit excavation, and remaining ornamental plants requested to be saved by the property residents.
- Remove the top 6 to 24 inches bgs of soil from the DUs.
- Remove stumps and vegetative root structures to the depth of the excavation.
- Dispose of impacted soil and debris at Short Mountain Landfill (Pleasant Hill, Oregon) or GSI-approved alternative Subtitle D landfill.
- Import clean topsoil stockpiled at Short Mountain Landfill (if available based on weather) and GSI-approved import facilities to replace soil removed.
- Restore, revegetate, and landscape DUs to conditions described in Exhibit A (unless the property residents approved of changes not specified in Exhibit A that DEQ and GSI approve).

A GSI representative will be present to assist the EC in delineating the excavation areas and observe EC and EC's activities. A representative from DEQ may be present for some activities. Specifics of the Work are

described in the following sections and in the RAWP Scope Memoranda and should be considered by the EC in preparing a bid response.

A voluntary pre-bid Site walk is scheduled for prospective bidders to observe equipment access challenges at each property (**date and time specified on Page 1 of this RFB**). This pre-bid walk is not mandatory, but highly recommended to observe access and property-specific challenges involved in working on multiple residential properties. Access to the residential properties will not be granted on any other day during the bid period.

Removal Action Area Location and Description

Do not contact neighborhood residents without prior approval from DEQ.

Removal Action Area Location. The Removal Action Area for this project consists of seven DUs where impacted soil will be removed and the areas restored to pre-construction conditions Or as designated in this RFB. These DUs are located along Baxter and Alva Park Streets, north of the Facility (Figures 1 and 2 in Exhibit A). The DUs are located within the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 17 South, Range 4 West, Willamette Meridian.

Specifically, the addresses of the seven properties within the DUs where soil excavation will be completed include the following:

- 210 Baxter Street (DU-09) (Attachment 1 of Scope Memorandum [Exhibit A])
- 220 Baxter Street (DU-10) (Attachment 2 of Scope Memorandum [Exhibit A])
- 215 Baxter Street (DU-11) (Attachment 3 of Scope Memorandum [Exhibit A])
- 225 Baxter Street (DU-15) (Attachment 4 of Scope Memorandum [Exhibit A])
- 240 Baxter Street (SO-06): (Attachment 5 of Scope Memorandum [Exhibit A])
- 235 Baxter Street (SO-07): (Attachment 6 of Scope Memorandum [Exhibit A])
- 242 Alva Park Drive (AP-01): (Attachment 7 of Scope Memorandum [Exhibit A])

Removal Action Area Conditions and Access. The earthwork removal action (RA) activities will be completed within a residential neighborhood. Each of the seven DUs contains a single-family residence with landscaped yards and a fenced-in backyard or side yard that the EC will need to access to complete soil excavation activities. At four properties (DU-10, DU-15, SO-07, and AP-01), access to a portion of the property is restricted to 3 feet wide or less to pass through gates or other obstructions. Where necessary to facilitate excavation or for access, fences/gates may be removed by EC. Fences between properties or between front and back yards where excavation will occur in both properties or yards should be removed by EC to facilitate soil removal. Some small and narrow (3 feet wide) areas requiring access will still remain after fencing removal. Bidders are required to state which equipment they will use, including equipment capable of accessing these narrow areas. Photographs of each property (including access points) are provided in the Photograph Log included as Attachment B to this RFB.

General Conditions

EC shall provide all materials (including clean backfill), equipment, and a minimum two-person on-Site crew to complete the Removal Action. EC shall be responsible for specific means and methods of excavation and shall conduct activities necessary for safety and to properly excavate and dispose of contaminated soil. EC crew must be trained in health and safety training and medical monitoring as specified in 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). However, subcontractors to EC will not be required to maintain HAZWOPER training, provided they comply with the limitations of 29 CFR 1910.120. Figure 2 in Exhibit A shows the depths of excavation areas within the seven DUs. The depth of excavation at each DU will vary from six to 24 inches bgs.

Excavation work will be limited to the seven DUs. EC shall use appropriate best management practices (BMPs) to prevent soil from being tracked or washed off the DUs or onto public roadways. To the extent possible, trucks used for this Work shall minimize impacts to adjacent residential roads (e.g., no overloading, weight distribution, use of center). EC shall be responsible for obtaining all necessary permits to complete the Work.

The City has a noise ordinance between the hours of 10:00 PM and 7:00 am. As such, Work will occur during the day. EC shall adhere to this noise ordinance with Work activities starting no earlier than 7:00 AM and generally ending no later 7:00 PM. Removal Action activities may also generate interest of neighbors and the general public. EC shall control Site access to prevent trespass and ensure Site safety during the term of this Work. Due to the shorter hours of light in November and December, EC may elect to mobilize light towers. If used, light shall not be directed towards residential lots outside the seven DUs.

Utilities

The EC shall arrange to have public and private underground utilities located and marked prior to beginning excavation activities. EC shall contact the Oregon Utility Notification Center, which will notify the various utilities in the area to mark any underground installations in the vicinity of the Removal Action Area. In addition, the EC shall subcontract with a private locator to mark (and camera before and after for sanitary sewer and storm sewer [if applicable] lines) the utilities within the Removal Action Area.

During excavation, EC shall coordinate with all utility companies for oversight and support, as necessary, during Work activities (e.g., providing and ensuring offsets are met, stabilizing electrical poles during adjacent excavation, disconnecting and reconnecting gas lines, etc.).

EC shall provide water, power, and a portable restroom for their Site Work activities. If water is needed to prevent dust generation, the EC will provide a water truck or water trailer and obtain appropriate access to use EWEB water from their hydrants (or other source). Municipal water supplied by a residential outdoor tap in the Removal Action Area will not be used.

Erosion Control

A Commercial Erosion Prevention Permit from the City will be required due to the contaminated nature of the soil being removed. GSI will prepare the permit and DEQ will sign the permit as the acting “Owner” of the project. The EC will be required to provide GSI and DEQ with an Erosion and Sediment Control Plan (ESCP) to meet the requirements of the City of Eugene’s Erosion Prevention and Construction Site Management Program.

BMPs outlined in the ESCP will be installed to prevent soil from being eroded, tracked, washed, or blown from the DUs and onto City streets, neighboring properties, or nearby waterways. This may include the use of silt fencing and/or straw wattles at property boundaries. Other BMPs could also entail the use of temporary pads to keep vehicles off of wetter soil, lightly wetting dry soil piles, and/or manually spraying or dry brushing mud/dirt from trucks prior to leaving the Site. A GSI representative will monitor and document that BMPs are installed or enacted by the EC during their activities.

DU Access

Residents will be temporarily moved from their residences to facilitate the excavation and import fill tasks (see Section 1.5). The EC will have access to all outdoor portions of the Removal Action Area. There will be no access to inside residences or other permanent structures within the Removal Action Area for the duration of the RA. To access portions of the DUs for the RA earthwork, EC may need to remove fencing and movable

structures within residential yards. Fencing will be replaced by EC with like-kind new fencing materials. Structures will be either disposed of by EC and not replaced, or moved back to their original position by EC (details are included in Exhibit A).

Removal Action Area Control Management

Work activities may generate interest of neighbors, the general public, and media representatives. Only authorized personnel with the proper training and personal protective equipment (PPE) will be allowed within Removal Action area. The EC shall delineate the Removal Action Area to limit access. Interested persons should be directed to speak to the onsite GSI or DEQ personnel.

Residents will be temporarily relocated during the excavation and import fill tasks of the RA, but in some cases the residents will need short term access to their homes to feed and care for pets. GSI will coordinate with the residents and the EC on the timing and procedures for access to the properties during the cleanup period.

Soil Excavation

The EC shall use a combination of heavy equipment (i.e., excavators or similar) and hand methods to complete the excavations to the required depth bgs. The means and method of soil removal will be determined by the EC, except where hand or low-impact removal methods are required around some trees and shrubs per the City's urban forester. A GSI representative will be at the Site to observe and document removal activities. EC shall perform excavation activities in accordance with Occupational Safety and Health Administration regulations and standards (29 CFR 1926, Subpart P). This regulation requires that any excavation to a depth below 1.0 ft bgs must be completed using sloping at an angle of 1H:1W (one foot of depth per one foot of width) and benching where stated in Exhibit A – RAWP Scope Memoranda.

Soil Stockpiling, Loading, and Transport

Soil stockpiling should be avoided, when possible, to minimize the handling of impacted soil. If the EC elects to stockpile contaminated soil for later off-haul, EC shall place soil on at least 6-mil plastic sheeting unless placing on areas where backfilling with clean soil has not yet been performed. No soil shall be stockpiled on hardscape areas. During periods of inactivity, EC shall cover stockpiles with at least 6-mil plastic sheeting to prevent wind or stormwater erosion. EC shall secure plastic sheeting against wind and rain and slope it to drain precipitation without ponding. Additionally, EC shall install a berm around the stockpile, as needed, to physically contain the soil and/or prevent stormwater runoff from the pile to the surrounding ground. EC shall wet the stockpile, as necessary to prevent dust from blowing offsite.

EC shall load soil in a manner that does not generate visible dust in the Removal Action area or adjacent properties. If water is needed to prevent dust generation, the EC shall provide dust suppression water.

Prior to departure, EC shall brush loose soil from the outside of transport trucks and add it to the load or to another truck load. EC shall cover truck loads with a tarp to reduce the risk of spreading contamination to offsite areas. EC shall use appropriate BMPs (such as dry brushing or washing of wheels and ground) to prevent soil from being tracked off the DUs. EC shall transport contaminated soil directly to the landfill for disposal. The EC shall provide a bill of lading to the truck driver prior to the truck's departure.

Surveying

The EC shall confirm the pre-construction elevations, depth of soil removal, and the proper restoration elevations using a third-party licensed land surveyor. Required depth of excavation must be met across no less than 90% of the surface area. Survey results must be provided to GSI for confirmation.

Backfilling and Restoration

Three restoration surfaces are included in the RA. These include sod, bare soil with a hydroseeded or drill seeded (followed by hydroseeding) micro-clover seed mix (for properties that do not want grass lawns), and ¾-inch-minus gravel. Backfill material thickness and additional details are provided in the RAWP included in Exhibit A along with Figure 3, Detail 4 in Exhibit A.

EC shall backfill excavated areas to the previous grade (or slightly below to account for sod mat thickness [see Figure 3, Detail 4 in Exhibit A]) with clean, imported topsoil and clean fill (for deeper excavations) from one or more of the following sources as appropriate for its use: the topsoil stockpile at Short Mountain Landfill (used as topsoil or clean fill), Lane Forest Products (Loam used for clean fill soil only), Rexius (Loam used for clean fill or Primary Soil for topsoil), and Delta Sand & Gravel (Screened Loam used for topsoil only but will require amending with 25% of Rexius Primary Soil if used due to low organic content).

EC shall use earthwork equipment and/or hand tools to distribute clean topsoil evenly and to the required depths across each DU. EC shall loosely compact topsoil until grade is met with sufficient compaction to minimize settlement while avoiding over-compaction that could limit infiltration of precipitation or limit vegetation establishment. For clean fill placed in deeper removal areas and where gravel surfacing is specified, material should be compacted to a firm, unyielding state. EC may dump truckloads of clean imported soil directly onto the exposed soil within the DU; however, EC shall implement BMPs to reduce visible dust (i.e., wetting soil), if necessary. EC shall not stage imported soil within the roadways or areas outside of the Removal Action Area. A GSI representative will be present to document the volume of imported material, the material type (e.g., topsoil, general fill, gravel), material origin, and method of installation at each DU. Copies of material yard weigh tickets shall be provided by the EC to GSI. The EC and their survey firm subcontractor shall confirm final grade.

Protected Tree Root Zones

Five large trees within the Removal Action Area will be protected during RA activities. These trees are shown in Appendix B of Exhibit A. Four of these trees are within the City ROW. A City arborist will be present at the beginning of excavation activities in DUs where protected trees are located to delineate critical root zones (no further than the drip lines of the trees) and outline approved excavation methods with the EC. In general, excavation by hand, an air or water assisted pressurized system, or a vector excavator are approved excavation methods within critical root zones. No heavy equipment should be operated or staged within this area. After the excavation and prior to backfilling, the exposed roots shall be covered by EC as soon as possible either with a tarp, burlap, mulch, or new soil and moisture shall be maintained on the roots. Additional topsoil shall be added by EC within a couple of days to ensure root coverage.

GSI and DEQ will coordinate with the City regarding excavation scheduling. The EC shall provide GSI an excavation schedule with adequate time to contact and schedule the City oversight. GSI has also subcontracted with an independent arborist to provide recommendations to protect tree health during excavation activities. GSI will coordinate with the independent arborist to conduct inspection and will provide the EC with recommendations for protecting tree root structures.

Sod Installations

EC shall restore areas disturbed by removal activities by installing grass sod where specified in Exhibit A. EC shall utilize a landscape subcontractor with experience installing and maintaining sod lawns, unless sufficient experience can be demonstrated to GSI by the EC. The method of sod installation shall be determined by the landscaper, based on their local experience.

Residents will be responsible for watering sod lawns once they are installed. EC or its subcontractor shall provide residents with instructions for maintaining their sod lawns.

Micro-clover Seed Alternative

Some property owners have elected to have micro-clover seed or micro-clover and turfgrass blend grass alternative seed installed instead of sod (see Exhibit A for locations requiring micro-clover installations). At these DUs, EC shall have the clover seed installed by the same landscaping firm that installs the grass sod at other DUs. The species of clover shall be determined by the landscaper based on high survival rate of the seed variety and the firm's local experience. The method of seed installation will be determined by the EC and their landscape subcontractor but must be accompanied by hydroseeding bonded fiber matrix, fertilizer, and tackifier at the supplier recommended rates. The EC shall provide the name of the seed or blend and hydroseed ratios proposed to GSI for review and approval. The property owner or their tenant will be responsible for maintenance, watering, and BMP maintenance (if necessary).

For the purposes of erosion control, EC shall ensure the seeded soil is covered with bonded fiber matrix and tackifier at the supplier recommended rates. EC may be required to implement BMPs (i.e., straw wattles or silt fencing) along the perimeter of the DUs to prevent soil erosion from leaving the DU until seed establishment. If necessary, these BMPs will remain in place until grass seed germinates. The property owner or tenant will be responsible for removing and disposing of perimeter BMPs once clover or blend seed is established.

Gravel Alternative

Areas within certain DUs will be finished with $\frac{3}{4}$ -inch-minus gravel (see Exhibit A for details). EC shall install gravel in 6-inch lifts for a total thickness of 6- or 12 inches depending on the required RA depths. Excavations deeper than 12 inches receiving gravel must be backfilled by EC with clean import fill material to 12-inches bgs. For areas where gravel surface is specified, material should be compacted to a firm, unyielding state. 8-ounce non-woven geotextile fabric (with a minimum 1-foot overlap between placed fabric rows) must be placed by EC under the gravel fill. Gravel areas adjacent to sod or seeded surfaces will be bordered by EC with metal or hardened plastic lawn edging no shorter than 4-inches in height and with the top approximately 1" above the ground surface to prevent gravel migration into the landscaped areas. The specific edging material and installation method shall be determined by the by the EC or their landscape subcontractor in accordance with industry standards.

In one DU, the resident plans to install a concrete pad (see Figure A5-2 in Exhibit A). This is in an area of 6-inch soil removal. To accommodate the future concrete slab, the EC will install a 2-inch lift of $\frac{3}{4}$ -inch-minus gravel over an 8-ounce non-woven geotextile. The EC will compact gravel to a firm, unyielding state, to the extent possible. The EC and its subcontractors will not be responsible for pouring concrete or edging the gravel area.

Planting Plan

A majority of the vegetation has been removed from the Removal Action Area. Planting plans describing shrub and tree plantings have been generated for each DU as shown in Exhibit A. The EC will subcontract with a landscape firm to install trees and shrubs in accordance with the individual planting plans in Exhibit A. While it may not be possible to replace removed vegetation with the exact same variety plant or same diameter trunk, every attempt shall be made to replace removed trees and shrubs with mature plants that most closely match the original plants.

Decontamination and Investigation-Derived Waste Management

To prevent contamination of areas outside of the DUs, EC shall brush off the heavy equipment buckets and tracks after excavating contaminated soil at one DU (or combined DU work area, in the case of adjacent properties) and prior to moving the equipment to another non-adjacent DU. EC shall collect the removed soil and add it to the stockpile or dump truck. If necessary, EC shall decontaminate the equipment used at the Site by washing it with clean water. EC shall contain the decontamination water within the DU and allow it to infiltrate or handle it as investigative derived waste (IDW), as discussed below. If dirt from the RA is identified on the street, EC shall sweep dirt back to the DU as soon as it is identified. The EC shall also mechanically or vacuum sweep streets with visible tracking at the end of each workday on any streets impacted from Work activities.

IDW will consist of excavated contaminated soil, decontamination water, and personal protective equipment (PPE). EC shall place excavated contaminated soil into trucks for transport for disposal at Short Mountain landfill or another GSI-approved Subtitle D landfill. EC shall collect any decontamination water generated and add it to the contaminated soil for offsite disposal. EC shall dispose of PPE generated during implementation offsite as solid waste.

Prevailing Wage Requirements

Per DEQ, this work is subject to PWR law under ORS 279C.800 to 279C.870 and related Oregon Bureau of Labor and Industries (BOLI) rules in Oregon Administrative Rule (OAR) 839-025. GSI will be the Prime Contractor and, as such, will provide Subcontractor's bid to DEQ so that DEQ can calculate the fee payment required by ORS 279C.825(1)(b) to the Commissioner of BOLI. The Subcontractor must meet bonding, reporting, paid overtime, and employee notification requirements. If Subcontractor has any second-tier subcontractors, PWR requirements shall also flow down to them.

For this scope of work, the Subcontractor shall assume either 8- or 10-hour days and 50-hour workweek consistent with BOLI regulations. Subcontractor shall pay the applicable PWR (including overtime), at a minimum, to workers on this project. The work will be completed in Lane County, BOLI Region 5. BOLI wage rates can be found on the Oregon BOLI website in "Prevailing wage rate books and amendments" as of July 5, 2023; these rates are available at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. Subcontractor shall submit Certified Payroll Reports (for Subcontractor and second-tier subcontractors) to GSI in accordance with BOLI regulations. Subcontractor costs to provide this documentation shall be included in Bid Request Form Item 1.

Additional contractual language required by BOLI regulations will be included in our subcontract with Subcontractor. This includes that Subcontractor shall pay employees not less than the applicable PWR and per ORS 279C.540; provide a written schedule to employees; promptly pay for medical services that it has agreed to pay; and file a Public Works Bond (see below); additionally, if Subcontractor fails to pay for labor or services, DEQ can pay and withhold these amounts from payments due to Subcontractor. This list of requirements is not exclusive, and additional requirements may apply.

The BOLI wage rates and requirements are set forth in the applicable BOLI booklet and any listed amendments to that booklet, found on the BOLI website below. These will be incorporated herein by reference, and apply to the Subcontractors' scope of work: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

State of Oregon Public Works Requirements and Bonding

This project incorporates by reference the State of Oregon General Conditions (GCs) for Public Improvement Contracts (January 1, 2012 Edition) and the Supplemental General Conditions (SGCs) revised as of September 29, 2023. The GCs and SGCs are attached as Exhibit B, which the Subcontractor acknowledges it has reviewed and agreed to.

In addition, the Subcontractor must file or have on file (for the duration of the project), a \$30,000 Public Works Bond with the Construction Contractors Board before beginning work, unless exempt under ORS 279C.836(4), (7), (8), or (9). If Subcontractor has any second-tier subcontractors, this bonding requirement shall flow down to them.

Health and Safety

EC shall be responsible for all matters relating to the health and safety of its personnel and equipment in performance of the Work. This includes recognition of the potential health and safety hazards associated with the Work and compliance with the minimum requirements of EC's Health and Safety Plan in force for the Work. Potential contaminants at the Removal Action Area from former wood treating operations at the Facility include dioxins and furans. Additional information regarding Facility contamination can be provided to bidders by GSI upon request.

EC shall warrant that all its employees engaging in hazardous waste operations, which could expose employees to hazardous substances, safety, or health hazards, have obtained the necessary health and safety training and medical monitoring as specified in 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER), and all applicable state and local laws, regulations, and ordinances regarding health and safety.

Bid Information and Submittal

Required Bid Submittal Information

The following information is required in the bid submittal, using the attached Bid Request Form (Attachment A):

- A) Lump sum, unit prices, and total estimate cost to complete the above scope of work, per line item on the Bid Request Form. Bidders shall honor bid pricing for a period of at least 90 days from the date of Bid Request Form submittal;
- B) Company bonding/licensing information;
- C) Company address, phone numbers, and contact person;
- D) Description of equipment to complete Work, including description of the ability of equipment to access narrow points and other obstructions;
- E) Indication of bidder's ability to comply with 29 CFR 1910.120 (Hazardous Waste Operations and Emergency Response [HAZWOPER]);
- F) Note that a positive affirmation (i.e., "yes") for G is a mandatory requirement to be considered responsive and eligible for subcontract award; and
- G) Indication that project schedule can be met (i.e., bidder can complete all demolition, utilities, and earthwork bid items 7 through 22 by the Completion of All Work that Requires Resident Relocation date listed on page 1 of this RFB, substantially complete all Work by the Substantial

Completion Date listed on page 1 of this RFB, and finally complete all Work by the Final Completion Date listed on page 1 of this RFB).

Definition of Bid Items

The following defines the bid items listed on the attached Bid Request Form (Attachment A).

Item 1 – Project Administration and Preparation (Lump Sum). Costs for this line item shall include all administrative costs, such as planning, supply ordering, invoicing, coordination, acquiring bill of lading or receipts from receiving facilities, and preparing Certified Payroll Reports. Costs to obtain the required insurance for this project (if needed) shall be included in this line item. Payment for Item 1 shall be on a lump sum basis.

Item 2 – Mobilization/Demobilization (Lump Sum). Costs for this line item include all costs to mobilize all materials, equipment and personnel to the Removal Action Area and demobilize from the Removal Action Area following completion of Work, including per diem during travel (if applicable). Payment for Item 2 shall be on a lump sum basis.

Item 3 – Removal Action Area Preparation Activities (Lump Sum). Costs for this line item include all costs to perform utility locating, videoing sewer lines before and after, set up Removal Action Area controls, preparing required permits and variances, health and safety plan, and any other miscellaneous preparation activities. This includes water supply to conduct the scope of work and portable restroom facilities. Payment for Item 3 shall be on a lump sum basis.

Items 4a-c – Third-Party Surveys (Lump Sum). Costs for these line items include all costs for a licensed surveyor to perform pre-construction, excavation extents, and as-built pay surveys. This includes costs to survey the Short Mountain stockpile prior to excavation (if approved for use by Short Mountain) and at completion to ensure proper reimbursement for Short Mountain materials. These surveys do not all need to happen at once but must be performed for each DU and include the pre-construction, total removal depth (excavation extents), and final as-built elevation surveys. Survey deliverables shall be electronic point cloud survey files and PDFs with the surveyor's stamp and signature. Payment for Items 4a-c will each be on a lump sum basis.

Item 5 – 24-Hour Security (Daily Rate). Costs for this line item include all costs for a licensed security company to provide a dedicated 24-hour patrol officer and vehicle for the period of time during which residents are relocated. Payment for Item 5 will be on a daily rate basis and assumes 21 days for this item.

Item 6 – Storage Container (Each). Costs for this line item include all costs to provide a temporary storage box (16-foot container) (i.e., - PODS or similar), load all resident's to-be-saved yard materials and personal items residing in outdoor spaces into the storage container utilizing professional movers prior to commencing earthwork activities, store the container at a secure facility offsite, and following restoration activities, return the container to the property, and unload all stored items out of the storage container into resident-designated location (within resident's property) utilizing professional movers. Each storage container will be for a single DU. Storage containers will not be shared between multiple properties unless directed to by both residents. Payment for Item 6 shall be on a per storage container basis and assumes one month of storage.

Item 7 – Earthwork (Daily Rate). Daily rate includes all labor, lodging, meal per diem during fieldwork, equipment, and materials associated with removing soil using heavy equipment and hand tools as described in the scope of work section above, including setup, equipment cleaning and maintenance, fuel, and moving

between locations. Labor required to remove or transplant vegetation (including stumps left from arborist tree removal) from DUs is also included here. All earthwork will require at least a two-person crew.

The daily rate assumes up to 10 working hours per day at the Removal Action Area (i.e., excluding lunch and breaks). On-site time less than 5 hours in a day will be considered a half day. Half days will be paid by dividing the daily rate indicated on the bid sheet in half. If Work activities are completed between 5 and 10 hours, the full day rate will be paid.

Item 8 – Contaminated Soil Transport and Disposal (Ton). Costs for this line item include all costs to transport and dispose of excavated contaminated soil at Short Mountain Landfill or other GSI-approved Subtitle D landfill. 2,200 tons of contaminated soil has been assumed for this item but payment for Item 8 will be on a per ton basis based on weigh tickets from the landfill. Failure to submit weigh tickets will result in non-payment of those loads.

Item 9 – Refuse Loading, Transport, and Disposal (Ton). Costs for this line item include all costs to load, transport and dispose of misc. removed structures, yard waste, and other non-soil waste, to be disposed of at Short Mountain Landfill or other GSI-approved Subtitle D landfill. 40 tons has been assumed for this item but payment for Item 9 will be on a per ton basis based on weigh tickets from the landfill. Failure to submit weigh tickets will result in non-payment of those loads.

Item 10 – Load, Transport, and Place Short Mountain Soil (Cubic Yard). *The Short Mountain Landfill soil stockpile may or may not be available based on weather conditions at the time of work. If wet soil conditions are present on the access road, Short Mountain will not allow access to the stockpile.* Costs for this line item include all costs to load, transport, and place this soil for backfill as clean fill or topsoil at the DUs. Equipment to load soil shall be provided by the EC, The current estimate is 400 cubic yards. Payment for Item 10 will be on a cubic yard basis based on the pre- and post-surveys of the stockpile as identified in Bid Items 4a and 4c.

Item 11 – Purchase, Transport, and Place Clean Fill (Ton). Costs for this line item include all costs to purchase, transport, and place clean fill where required based on the documents provided in Exhibit A (RAWP and supporting attachments). 850 tons has been assumed for this item but payment for Item 11 will be on a per ton basis based on weigh tickets from the supply yard. Failure to submit weigh tickets will result in non-payment of those loads.

Item 12 – Purchase, Transport, and Place Topsoil (Cubic Yard). Costs for this line item include all costs to purchase, transport, and place topsoil where required based on the sources identified in Exhibit A (RAWP and supporting attachments). 1,600 cubic yards has been assumed for this item but payment for Item 12 will be on a per cubic yard basis based on load tickets from the supply yard. Failure to submit load tickets or invoice ticket will result in non-payment of those loads.

Item 13 – Purchase, Transport, and Place ¾-inch minus (Ton). Costs for this line item include all costs to purchase, transport, and place ¾-inch minus clean gravel, where required based on the documents provided in Exhibit A (RAWP and supporting attachments). 600 tons has been assumed for this item but payment for Item 13 will be on a per ton basis based on weigh tickets from the supply yard. Failure to submit weigh tickets will result in non-payment of those loads.

Item 14 – Purchase, Transport, and Place 8-oz non-woven geotextile (Square Yard). Costs for this line item include all costs to purchase, transport, and place non-woven geotextile prior to placement of gravel in all gravel surface finish areas identified in Exhibit A. 200 square yards has been assumed for this item. Payment for Item 14 will be on a square yard basis based on the as-built surveys of the area finished with gravel, as identified in Bid Item 4c.

Items 15 through 19 – Remove and Replace Utilities (Per Property). Costs for these line items include all costs to remove (as needed) utilities from the excavation footprint and replace the utility as soon as practicable, in coordination with the utility provider (as required). Estimated number of properties that will require utility removal and replacement are identified in the Bid Request Form but will be based on the actual number of properties. Payment for Items 15-19 will be on a per property basis for each utility.

Items 20 – Remove Wooden Fence (Per 25-foot length). Costs for this line item include all costs to remove (as needed) wooden fences (including posts) between the properties and between front and backyards where excavation is to occur. Lengths will be measured together by GSI and the EC to come to an agreed total length (among all properties) and a total length less than a 25-foot increment will be rounded up. Loading and disposal will be included in Item 9. Payment for Item 20 will be on a per 25-foot length basis.

Items 21 – Remove Chain Link Fence (Per 25-foot length). Costs for this line item include all costs to remove (as needed) chain-link fencing (including posts) where excavation is to occur. Lengths will be measured together by GSI and the EC to come to an agreed total length (among all properties) and a total length less than a 25-foot increment will be rounded up. Loading, transport, and disposal will be included in Item 9. Payment for Item 21 will be on a per 25-foot length basis.

Items 22 – Remove Decking (Lump Sum). Costs for this line item include all costs to remove deck located within DU-09 and shown on Figure A1-1 in Exhibit A to access excavation extents. Loading, transport, and disposal will be included in Item 9. Payment for Item 22 will be on a lump sum basis.

Items 23 – Replanting and Landscape Restoration (Lump Sum). Costs for this line item include all costs to replant, replace landscape borders, and mulch landscape beds for all properties in accordance with documents provided in Exhibit A (RAWP and supporting attachments). Payment for Item 23 will be on a lump sum basis.

Item 24 – Purchase and Place Sod Lawn (Square Foot). Costs for this line item include all costs to purchase and all labor to place sod appropriate to the Eugene, Oregon area plus an initial, one-time watering of the sod. Payment for Item 24 will be on a square foot basis based on the as-build surveys of the area finished with sod, as identified in Bid Item 4c.

Item 25 – Purchase and Place Clover Seed Lawn (Square Foot). Costs for this line item include all costs to purchase clover seed, tackifier, recommended fertilizer quantities, and bonded fiber matrix and drill seed at the manufacturer recommended rate followed by hydro spraying the protective coating and fertilizers or hydroseed all materials together at the manufacturer recommended rate. All labor to place clover seed appropriate to the Eugene, Oregon area shall be included. Payment for Item 25 will be on a square foot basis, as identified in Bid Item 4.

Item 26 – Replace Wooden Fence (Linear foot). Costs for this line item include all costs to replace wooden fences along the properties where they were removed by the EC with 6-foot high cedar fencing and 4-in x 4-in pressure-treated support posts set in concrete in the ground to at least 2-feet below ground surface a maximum of every 6 linear feet to achieve a 6-foot fence height. Lengths will be measured together by GSI and the EC to come to an agreed total length (among all properties). Payment for Item 26 will be on a per linear foot basis.

Items 27-28 – Replace Wooden Fence Gate (Each). Costs for these line items include all costs to replace single pedestrian gate (approximately 3 feet wide) or double swing wooden fence gates for vehicle access (approximately 12 feet wide) along the properties where gates were removed with 6-foot high cedar fencing. Costs for these line items include all cross bracing, hinges, and locking hardware to make gates secure and functionable. Payment for Items 27 and 28 will be on a per each basis.

Item 29 – Replace Chain Link Fence (Linear foot). Costs for this line item include all costs to replace chain link fences along the properties where removed by EC with 4-foot high 9-gauge aluminum with 2-in opening chain link fencing and posts set in concrete in the ground to at least 1.5-feet below ground surface approximately every 6 linear feet to achieve a 4-foot fence height. Lengths will be measured together by GSI and the EC to come to an agreed total length (among all properties). Payment for Item 29 will be on a per linear foot basis.

Items 30 – Replace Chain Link Fence Gate (Each). Costs for this line item include all costs to replace chain link fence gates along the properties where gates were removed by EC with 4-foot high 9-gauge aluminum with 2-in opening chain link gate and latching system. Payment for Item 30 will be on a per each basis.

Items 31 – Erosion Controls (Lump Sum). Costs for this line item include all costs to install erosion controls prior to commencing excavation activities and remove erosion controls following restoration activities to support the excavation and restoration activities. This includes any wheel wash setups and decontamination controls. Payment for Item 31 will be on a lump sum basis.

Item 32 – Third-Party Street Sweeper (Daily Rate). Costs for this line item include all costs for a third-party street sweeper to perform daily street cleaning in and near the Removal Action Area. Payment for Item 32 will be on a daily rate basis.

Item 33 – Handling of 40-foot Shipping Container (Lump Sum). Costs for this line item include all costs to remove, store for us to one month, and replace the 40-foot SEAVAN shipping container at SO-6. Payment for Item 33 shall be on a lump sum basis.

Item 34 – Removal and Replacement of Greenhouse and Pergola (Lump Sum). Costs for this line item include all costs to remove and rebuild the greenhouse at SO-7 and the pergola at DU-15. Payment for Item 34 shall be on a lump sum basis.

Item 35 – Payment and Performance Bond and Public Works Bond (Lump Sum). Costs for this line item include all costs for Payment and Performance Bond and Public Works Bond to cover all Work activities, including subcontracted activities. Payment for Item 35 shall be on a lump sum basis.

Proposed Bidding and Project Schedule

If you wish to bid on this project, please respond by returning a completed Bid Request Form in Attachment A to the contact listed on Page 1. **All submittals must be received no later than the Bid Submittal Due date and time specified on Page 1 of this RFB.** Telephone quotes will not be accepted. Only those firms solicited by GSI may provide a bid. Late or incomplete submittals are grounds for rejection of the bid, but GSI reserves the right to waive minor informalities.

Please contact the contact listed on Page 1 if you have any questions regarding this bid request (**all questions must be received by the Questions Due date and time specified on Page 1 of this RFB.**) We anticipate selection on or about the Notice of Intent to Award Issuance date listed on page 1 of this RFB. It is intended that a subcontract with the selected firm will be executed prior to the Anticipated Work Start date listed on page 1 of this RFB. For project scheduling, Subcontractor shall coordinate all field activities with GSI for substantial completion on or before the Substantial Completion date listed on page 1 of this RFB.

Basis for Selection

Selection will be based on the lowest total adjusted estimated cost for services derived from the submitted Bid Request Form. The total adjusted estimated cost includes the total estimated cost (Items 1 through 35) plus GSI oversight costs based on bidder's anticipated number of on-Site working days. Additionally, the

following mandatory requirements must be met: proper bonding/licensing, proof of required insurance, description of mechanized and non-mechanized excavation equipment, HAZWOPER compliance, and ability to meet the project schedule.

Proposed Changes and Protest Provisions

Those firms solicited by GSI for this RFB may submit a protest in writing to Chris Martin by email (cmartin@gsiws.com). **Protests relating to the bid solicitation process, including proposed exceptions, changes, or modifications to bid documents, may be submitted only up through the question due date on Page 1 of this RFB.** If, in the opinion of GSI, additional information or interpretation is needed, GSI will respond to all bidders via addendum regarding questions or suggested changes at least two business days before the bid submittals due date listed on Page 1 of this RFB.

Protests to the award selection will be allowed up to three business days after the protester knows, or reasonably should have known, of the award of the contract. Written protests shall clearly state all of the grounds of the protest and must include all arguments and evidence in support of the protest. GSI will investigate and issue a written response to the protest within five business days of receipt of the protest. Additionally, if after the award, the selected firm notifies GSI that it is unable to comply with the terms of the contract (not previously identified and negotiated between the parties before award), GSI reserves the right, in its sole discretion, to terminate negotiations and begin negotiations with the next lowest total adjusted estimated cost bidder.

Contract and Payment

Terms and Conditions

If the selected firm has an existing Agreement for Professional Services on a Continuing Basis (i.e., Continuing Services Agreement or CSA) with GSI, we will issue you a Task Order under the CSA for this Work. Otherwise, the selected firm will be required to execute GSI's CSA (Exhibit C). Because there are flow-down provisions in our Price Agreement with DEQ that pertain to subcontracts, the Price Agreement (Exhibit D) will also be incorporated into the Agreement or work authorization/order. As indicated by these Agreements, proof of insurance will be required.

Bidders wishing to propose any exceptions or alternative clauses to the sample contract (CSA; Exhibit C) and flow down provisions of the Price Agreement (Exhibit D) must propose those exceptions or alternative clauses in their bid for consideration by GSI. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough, and clear.

Measurement and Payment

The Bid Request Form in Attachment A presents line items for the scope of Work described in this RFB. The costs for each line item shall be based on the units and scope of Work specified. Material and Work paid for under one item will not be paid for under any other item. Except for the items designated on the bid form, the costs of other items necessary to complete the Work as specified are considered incidental to the items specified for measurement and payment.

Payment to the EC for each line item as shown on the Bid Request Form will be made based on the quantities of Work as measured in accordance with the specified methods of measurement and the unit or lump sum prices stipulated in the contract (which will include the completed Bid Request Form); will constitute complete compensation for furnishing all supervision, labor, equipment, overhead, profit, material, and services; and will be paid after accomplishing and completing all required Work specified

under each item, notwithstanding that minor tasks may not be mentioned herein. Unless explicitly identified elsewhere, all lump sum items shall be considered 100 percent complete when approved by GSI. For payment, Subcontractor shall submit certified payroll as required by BOLI. Bill of lading or receipts from facilities receiving soil, woody debris, or general refuse shall be provided to GSI with invoices. Weight tickets and/or cost associated with the import material and disposal are required with invoices for payment.

Liquidated Damages

Bidders are required to present the duration of the proposed work on the Bid Request Form (Attachment A) with a total number of on-Site working days to complete the work. Failure to complete the work by the specified number of on-Site working days indicated the Bid Request Form may result in damage to GSI.

Since actual damage will be difficult to determine, it is agreed that the Subcontractor shall pay to GSI, not as a penalty but as liquidated damages, as follows. Failure to complete the Work within the number of on-Site working days entered on the Bid Request Form shall result in liquidated damages of \$2,500 per additional on-Site working day, or \$1,250 per half day. A half-day is defined as up to 5 hours on any single working day. Liquidated damages will not be assessed for schedule adjustments resulting from conditions beyond the control of the Subcontractor or for extensions granted by GSI.

Liquidated damages are cumulative and not mutually exclusive. GSI may, at its option, deduct amounts due GSI as liquidated damages from any money payable to the Subcontractor, or may bill the Subcontractor as a separate item. Liquidated damages under this section shall be in addition to, and not in lieu of, any other damages, liquidated or otherwise, that may be assessed or payable under this agreement.

Attachments:

Attachment A – Bid Request Form

Attachment B – Photograph Log

- 210 Baxter Street
- 220 Baxter Street
- 215 Baxter Street
- 225 Baxter Street
- 240 Baxter Street
- 235 Baxter Street
- 242 Alva Park Drive

Exhibits:

Exhibit A – RAWP and RAWP Scope Memoranda

Exhibit B – State of Oregon GCs and SGCs

Exhibit C – Subcontractor Agreement

Exhibit D – Prime Agreement Flow-Down Provisions

ATTACHMENT A

BID REQUEST FORM

Environmental Earthwork Contractor Bid Request Form
J.H. Baxter & Co. Offsite Removal Action
Eugene, Oregon

Item	Units	Quantity	Unit Price	Extension
General				
1. Project Administration and Preparation	Lump Sum	1		
2. Mobilization/Demobilization	Lump Sum	1		
3. Site Preparation Activities (includes utility locating)	Lump Sum	1		
4a. Third-party Survey - pre-construction (including long mountain soil stockpile)	Lump Sum	1		
4b. Third-party Survey - excavation extents	Lump Sum	1		
4c. Third-Party Survey - as-built (including long mountain soil stockpile)	Lump Sum	1		
5. 24-hour Security	Day	21		
6. Storage Container Loading, Storage, and Unloading	Each	7		
Earthwork				
7. Earthwork (includes all equipment, personnel, fuel, and per diem)	Day			
8. Contaminated Soil Transport and Disposal	Ton	2,200		
9. Refuse Loading, Transport, and Disposal	Ton	40		
10. Load, Transport, and Place Short Mountain Soil	Cubic Yards	400		
11. Purchase Approved Clean Fill and Place	Ton	850		
12. Purchase Approved topsoil and Place	Cubic Yards	1,600		
13. Purchase Approved 3/4-inch minus Rock and Place	Ton	600		
14. Place 8 oz Non-Woven Geotextile	Square Yards	200		
Utilities				
15. Remove and Replace Sewer Utility	Property	5		
16. Remove and Replace Gas Service Line to House	Property	3		
17. Remove and Replace Water Service to House	Property	3		
18. Drop and reconnect electrical power to house	Property	2		
19. Replace yard irrigation system	Property	2		
Demolition				
20. Remove Wooden Fencing (4-6 feet high) - includes posts	25 Linear Feet	16		
21. Remove Chain-Link Fence (3-4 feet high) - includes posts	25 Linear Feet	8		
22. Remove Decking	Lump Sum	1		
Revegetation				
23. Replanting and Landscape Restoration	Lump Sum	1		
24. Sod Lawn Installation	Square Feet	10,000		
25. Seed Lawn with Clover	Square Feet	3,000		
Restoration				
26. Replace Wooden Fence (6 feet high) - redwood	Linear Feet	400		
27. Replace Wooden Fence Gate (single swing gate - 6 feet high) - redwood	Each	5		
28. Replace Wooden Fence Gate (double swing gate - 6 feet high) - redwood	Each	4		
29. Replace Chain-Link Fence (4 feet high) - 9 gauge x 2-inch opening aluminum	Linear Feet	100		
30. Replace Wooden Fence Gate (single swing gate - 4 feet high) - 9 gauge x 2-inch opening aluminum	Each	2		
Misc. Items				
31. Erosion Controls and Misc. Restoration Materials (list item and quantity in bid)	Lump Sum	1		
32. Third-Party Street Sweeper	Day (Item 7)			
33. 40-foot Shipping Container Movement, Storage, and Replacement (SO-6)	Lump Sum	1		
34. Removal and rebuilding of Greenhouse (SO-7) and Pergola (DU-15)	Lump Sum	1		
35. Payment and Performance Bond and Public Works Bond	Lump Sum	1		
Subcontractor's Estimated Cost:				
36. GSI Oversight Costs	Total working days anticipated for substantial completion		\$2,500	
Total Adjusted Estimated Cost:				

Notes:

Item 2. Includes mobilization cost associated with completing Items 1 through 34.
 Item 3. Includes preparation of HASP, Erosion Control Plans, any permitting, and administrative costs.
 The Total Adjusted Estimated Cost will be used for subcontractor selection, provided the mandatory requirements are met.
 For days under 5 hours, please refer to Request for Bid.

Additional Required Information (Provide Below):

Please provide the following information:

- Provide documentation of company bonding/licensing.

- Name of company, address, and contact (phone number, e-mail address):

- Description of the equipment and materials you will use to perform the specified scope of work.

- Proposed Subtitle D landfill for contaminated soil:

- Compliance with 29 CFR 1910.120 Yes ___ No ___
- If provided notice of award the week of November 13, 2023, can you complete all work that requires resident relocation by December 20, 2023, substantially complete all work by January 12, 2024, and finally complete all work by May 3, 2024?
Yes ___ No ___

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

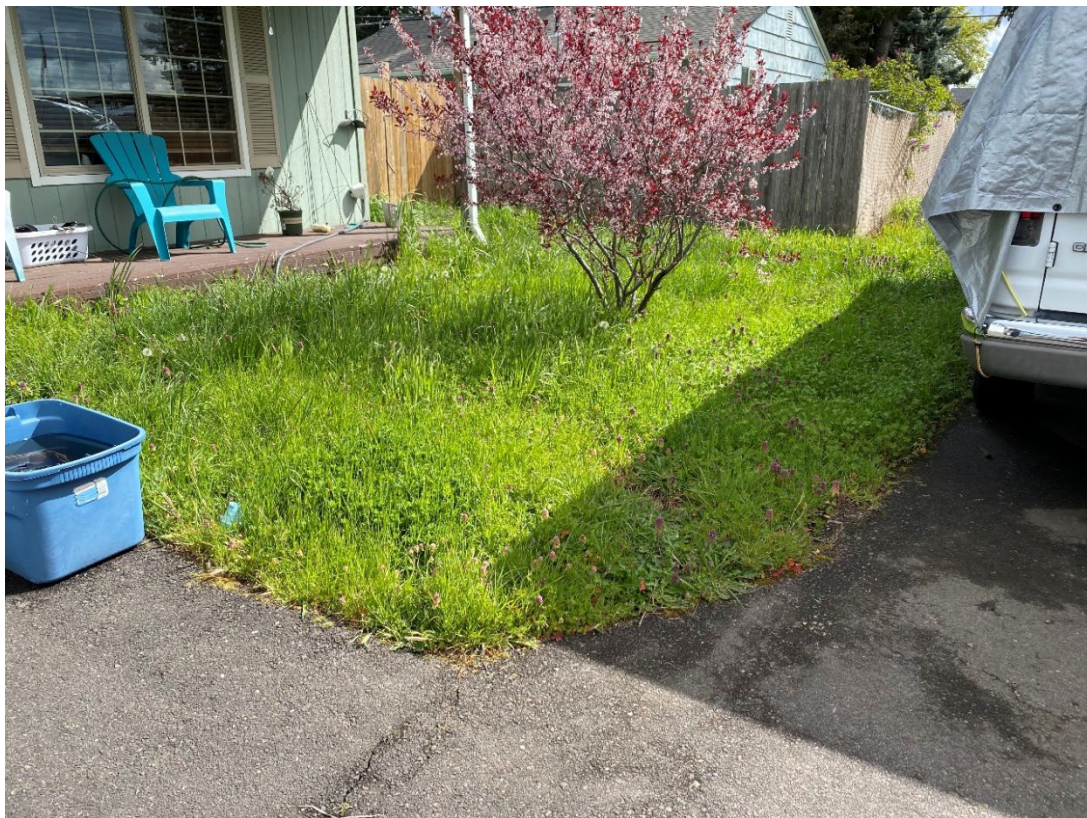
ATTACHMENT B

PHOTOGRAPH LOG

210 Baxter Street (DU-09): Photograph Log



Photograph shows the private drive to the property and the fence to be removed along DU-09 and DU-10. DU-09 is the house (on a flag lot). Not shown: removal area within the critical root zone of the Douglas fir tree on DU-10 (excavation to be conducted with care in accordance with the City's urban forester's recommendations). Photograph facing west/northwest.



Photograph shows the plum tree to be removed prior to remedial action and replaced in the front yard. The access to the east side of the backyard is shown to the north of the tree, and the fence between DU-09 and DU-10 may also need to be removed. Photograph taken facing northeast.



Photograph shows the access gate to the property (from backyard) and fence between DU-09 and DU-10 that may need to be removed to facilitate access. Photo facing south/southwest.



Photograph shows the overhead cover between the house and the ADU, which may need to be removed for equipment to access the west side of the yard. Photograph taken facing northeast.



Photograph shows the east side of the ADU and the northeast corner of the property, which contains a power pole and a small area of soil to be removed. The tree shown will be removed but its stump removal will be the responsibility of the earthwork contractor. The power utility may need to be contacted to assist with removal in this area. Photograph taken facing north.



Photograph also shows the north side of the ADU structure, east side of the ADU deck (to be removed), and the northeast corner of the property. This corner contains a power pole and a small area of soil to be removed. Photograph taken facing east.



Photograph shows the west side of the deck on the north end of the ADU (to be removed). Photograph taken facing east.



Photograph shows the west side of the ADU in the northeast corner of the backyard. Photograph facing northeast.



Photograph shows the west side of the ADU and east side of the shed to be removed from the property. The tree shown will be removed prior to remedial action but its stump removal will be the responsibility of the earthwork contractor. Photograph taken facing north.



Photograph shows the west side of the shed to be removed from the property. The large tree shown will be removed prior to remedial action but its stump removal will be the responsibility of the earthwork contractor. Photograph taken facing northwest.



Photograph shows the access to the west side of the yard. The fence will need to be removed. The young trees shown will be removed but the stump removal will be the responsibility of the excavation contractor. Photograph taken facing north.

220 Baxter Street (DU-10): Photograph Log



Photograph shows the access point to the north side of the backyard. The fence will need to be removed and replaced for access. Photograph taken facing west.



Photograph shows shed to be removed (not replaced) from the northside backyard. Photograph taken facing southeast.



Photograph shows the covered storage area, which will require fencing to be removed for access. All removed fencing will be replaced. Photo taken facing south/southwest.



Photograph shows the backyard of DU-10, the fence of the covered storage area, and the fence between DU-09 and DU-10. Both fences may need to be removed for access but will be replaced. Photograph taken facing northwest.



Photograph shows the cyclone fence separating the front and backyard (fence oriented north-south) and the wooden fence along the south and west sides of the property. These fences may need to be removed for equipment access to DU-09 and DU-10. Photograph taken facing southwest.



Photograph shows shrubs to be removed prior to remedial action and replaced from the south property line. The fence will need to be removed for equipment access. Photograph taken facing southwest.



Photograph shows shrubs to be removed prior to remedial action and replaced from the southeast corner of the front yard. Photograph taken facing southeast.



Photograph shows the southwest corner of the lot, including shrubs to be replaced and a tree in the City right-of-way that will remain in place (however, excavation near its root zone will be completed in accordance with the City urban forester's recommendations). Photograph taken facing southwest.

215 Baxter Street (DU-11): Photograph Log



Photograph shows the property at DU-11. The tree shown will be removed prior to remedial action but its stump removal will be the responsibility of the earthwork contractor. Photograph taken facing northeast.



Photograph shows the south fence that may need to be removed for equipment access to the property. Any removed fencing will need to be replaced. The road shown is the connection road between Baxter Street and Alva Park Drive. Photograph taken facing east.



Photograph shows the south side fence that may need to be removed from the yard for access. Any removed fencing will be replaced. The tree shown will be removed prior to remedial action but its stump removal will be the responsibility of the earthwork contractor. Photograph taken facing west.



Photograph shows more of the south fence to potentially be removed/replaced. Photograph taken facing southeast.



Photograph shows the east and north side fences. The north side fence will be partially removed for access between DU-11 and DU-15. Removed fence will be replaced. The tree shown will be removed prior to remedial action but the stump removal will be the responsibility of the earthwork contractor. This tree will also need to be replaced by the earthwork contractor. Photograph taken facing northeast.



Photograph shows the north side fence to be partially removed for access. Removed fence will be replaced. Photograph taken facing northwest.

225 Baxter Street (DU-15): Photograph Log



Photograph shows DU-15 from Baxter Street. Fencing along the north side of the property may need to be removed for equipment access. Any removed fencing will be replaced. The tree shown will be protected, but excavation around its root zone will be conducted per recommendations from the City's urban forester. Photograph taken facing east.



Photograph shows the south entrance to the backyard from the front yard. This fencing and/or the fence on the southern property line may need to be removed for equipment access. Any removed fence will be replaced. Photograph taken facing west.



Photograph shows the fence on the south side of the property (between DU-11 and DU-15) that will need to be partially removed for access to DU-15. Any removed fencing will be replaced. The photograph also shows a stump that will need to be removed by the earthwork contractor. Photograph taken facing southwest.



Photograph shows the south fence to be partially removed for access. Any removed fencing will be replaced. The tree shown will also be removed prior to remedial action but its stump removal will be the responsibility of the earthwork contractor. Photograph taken facing east.



Photograph shows structure to be removed for excavation (will be rebuilt after remedial action) and north side fence to be removed for access. Any removed fencing will be replaced. Photograph taken facing west.



Photograph shows the other side of the structure to be removed for excavation, plus a tree that will be removed prior to remedial action. The stump removal will be the responsibility of the earthwork contractor. Photograph taken facing east.

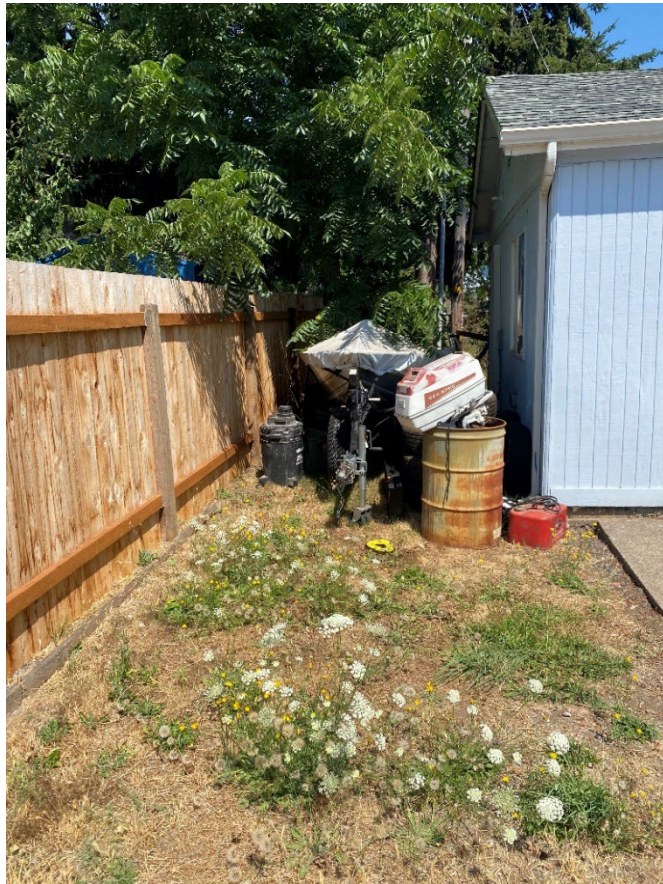
240 Baxter Street (SO-06): Photograph Log



Photograph shows the front of the property at S0-06. The fence shown will be removed by the property owner to facilitate access to the yard. Photograph taken facing northwest.



Photograph shows the gate and fence that will be removed by the property owner prior to remedial action. Shrubs shown will also be removed, but removal of stumps will be the responsibility of the earthwork contractor. Photograph taken facing southwest.



Photograph shows the west side of the property which contains personal property that will be removed by the property owner prior to the remedial action. Photograph taken facing north.



Photograph shows the plastic shed to be removed and replaced following remedial action (photograph taken prior to placement of the shipping container). To the north are several trees whose root zones will need to be protected during remedial action by excavating by hand, air/water assisted pressurized system, or vactor excavator in accordance with arborist recommendations (within 15 feet of the north property boundary). Photograph taken facing east.



Photograph shows the 40-foot shipping container to be removed from the backyard and replaced following remedial action. The trees shown will be removed prior to remedial action but their stump removal will be the responsibility of the earthwork contractor. Photograph taken facing west.



Photograph shows the fencing to be removed by the property owner on the southeastern corner of the property to facilitate removal of the shipping container. The shrubs shown will be removed prior to remedial action but their stump removal will be the responsibility of the earthwork contractor. Photograph taken facing southeast.



Photograph shows the back/north side of the property which contains a utility pole and several underground utilities. Excavation will need to be done by hand in this area and with consultation from the utility provider. Photograph taken facing west.

235 Baxter Street (SO-07): Photograph Log



Photograph shows the front of the property at SO-07. The Sugar maple shown will be retained, and excavation within its root zone will be conducted in accordance with the City urban forester's recommendations. No equipment may be staged in this area. Photograph taken facing northeast.



Photograph shows the chain-link fence pen that will be removed to provide access to the backyard. The fence behind it (between DU-15 and SO-07) will also be removed. Any removed fences will be replaced. Photograph taken facing south.



Photograph shows the covered chicken coop to remain in-place during remedial action. The soil stockpiled in front of the coop was removed during the coop construction and will need to be disposed. Photograph taken facing east.



Photograph shows the 20'x40' greenhouse which may need to be partially or fully disassembled to remove the soil inside it. It also shows a tote to be drained (by property owner) and moved during remedial action. Greenhouse will be reassembled and tote will be replaced following remedial action. Photograph taken facing northeast.



Photograph shows two of four laundry poles to be removed (will not be replaced). Photograph taken facing northwest.



Photograph shows a shrub to be removed from the backyard and replaced (along with all shrubs on this fence line) following remedial action. Photograph taken facing north.



Photograph shows one of two totes with gravel that will need to be removed prior to remedial action. Photograph taken facing northeast.



Photograph shows the north side of the house, which will need to be accessed for soil removal. A storage unit will need to be provided to store personal items during remedial action and allow for access to soil. Photograph taken facing west.

242 Alva Park Drive (AP-01): Photograph Log



Photograph shows the front yard of the property. The large cedar tree will be left intact. The driveway of this property will be removed to access soil underneath. It will be covered with bare soil following remedial action. Photograph taken facing northwest.



Photograph shows toys in the yard that will need to be stored in a storage container during remedial action. Photograph taken facing southwest.



Photograph shows the gate between the north side front and backyards, plus a couch that will need to be stored during remedial action. The fence panels will be removed to allow access to the backyard. Fencing and rose bushes along house to be replaced following remedial action. Photograph taken facing east.



Photograph shows backyard. Bramble and two-story play structure will be removed prior to remedial action. Personal items may need to be stored in a storage container during remedial action. Photograph taken facing southeast.



Photograph shows a tree in the southeast corner of the yard that will be removed prior to removal action (but stump removal will be the responsibility of excavation contractor). Photograph taken facing south.



Photograph shows the south side yard of the property, looking from the backyard. Personal effects, including the covered structure, will be removed prior to remedial action. Photograph taken facing east.

EXHIBIT A

RAWP and RAWP Scope Memoranda



Offsite Removal Action Work Plan

Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55

October 10, 2023

Prepared for:



Prepared by:

GSI Water Solutions, Inc.

650 NE Holladay Street, Suite 900, Portland, OR 97232

Offsite Removal Action Work Plan

Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55

Prepared for:

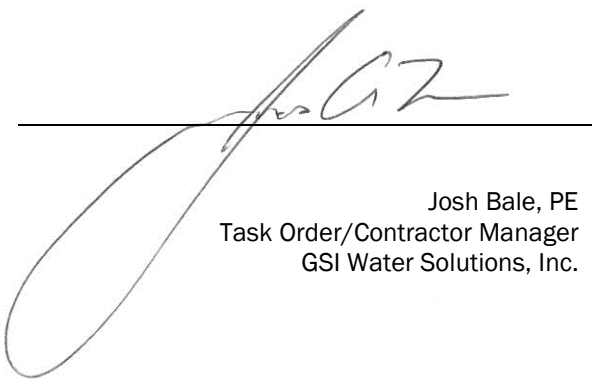


State of Oregon
Department of
Environmental
Quality

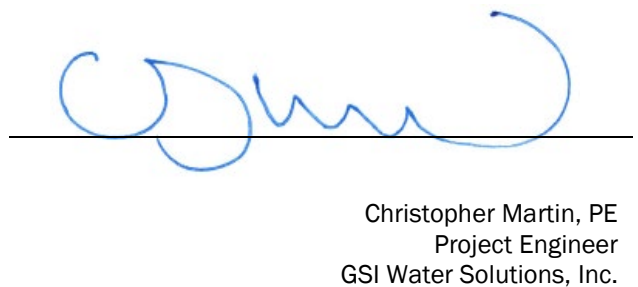
Prepared by:



GSI Water Solutions, Inc.



Josh Bale, PE
Task Order/Contractor Manager
GSI Water Solutions, Inc.



Christopher Martin, PE
Project Engineer
GSI Water Solutions, Inc.

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Abbreviations and Acronyms

Baxter	JH Baxter & Co.
bgs	below ground surface
BMP	Best Management Practice
City	City of Eugene
CUL	cleanup level
DEQ	Oregon Department of Environmental Quality
DU	Decision Unit
EPA	U.S. Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
EWEB	Eugene Water and Electric Board
Facility	former JH Baxter & Co. facility in Eugene, Oregon
GSI	GSI Water Solutions, Inc.
HASP	Health and Safety Plan
HAZWOPER	Hazardous Waste Operations and Emergency Response
HVAC	heating, ventilation, and air conditioning
IDW	investigation-derived waste
NPDES	National Pollutant Discharge Elimination System
OHA	Oregon Health Authority
PAH	polycyclic aromatic hydrocarbon
PCDD/F	polychlorinated dibenzo-p-dioxin and polychlorinated dibenzofuran
PCP	pentachlorophenol
pg/g	picograms per gram
PPE	personal protective equipment
RA	removal action
RBC	risk-based concentration
ROD	Record of Decision
TCDD	2,3,7,8-tetrachlorodibenzodioxin
TEQ	toxicity equivalence quotient
Work Plan	Removal Action Work Plan

SECTION 1: Introduction

This Offsite Removal Action (RA) Work Plan (Work Plan) presents the soil removal procedures for remediating offsite properties near the former JH Baxter & Co. (Baxter) facility in Eugene, Oregon (the “Facility”) (Figure 1). In 2020 and 2021, sampling activities were conducted to characterize polychlorinated dibenzo-p-dioxin and polychlorinated dibenzofuran (PCDD/F) concentrations in surface soils (up to 1.0 foot below ground surface [bgs]) at offsite residential properties suspected to be affected by air emission deposition from the Facility. Results found PCDD/F concentrations, represented collectively as a 2,3,7,8-tetrachlorodibenzodioxin (TCDD) toxicity equivalence quotient (TEQ) values, elevated in comparison to background sample locations. With input from the Oregon Health Authority (OHA), the Oregon Department of Environmental Quality (DEQ) prioritized cleanup of properties with PCDD/Fs at or above 40 picograms per gram (pg/g) TCDD TEQ in surface soil, which was considered to present health risks to children younger than 6 years of age (OHA, 2023). This cleanup level (CUL) is currently being used by DEQ to prioritize cleanups, but the DEQ may use other, lower, action levels in the future to guide or prioritize property cleanups. Three properties initially sampled in 2020 and 2021 exceeded this concentration. Additional sampling was performed by DEQ and the U.S. Environmental Protection Agency (EPA) in 2022 and 2023 to expand the investigation area and determine the depth of RAs. These investigations resulted in a total of seven properties with TCDD TEQ values above 40 pg/g in surface and shallow soil.

1.1 Purpose

The purpose of the RA is to reduce potential human health risks by removing surficial and shallow soil at properties with PCDD/F contamination that DEQ has identified for cleanup. Currently, removal on the affected properties will be conducted to a depth where the PCDD/F concentrations are below the CUL of 4.7 pg/g TCDD TEQ. DEQ may develop a site-specific CUL that is different than 4.7 pg/g in the future. This Work Plan is intended to outline general procedures for RAs associated with PCDD/F concentrations above the CUL.

1.2 Document Organization

This Work Plan summarizes the RA procedures. The Work Plan is organized into the following sections:

- **Section 1** – Introduces the project, objectives, and Work Plan.
- **Section 2** – Briefly describes the Facility setting and summarizes the operational and regulatory history of the Facility.
- **Section 3** – Presents the Work Plan objectives.
- **Section 4** – Identifies preparatory activities.
- **Section 5** – Describes the removal activities.
- **Section 6** – Describes backfill and site restoration.
- **Section 7** – Discusses investigation-derived waste (IDW) and decontamination requirements.
- **Section 8** – Describes the Communication Plan for the RA field activities.
- **Section 9** – Describes the reporting requirements.
- **Section 10** – Presents a schedule of RA tasks.
- **Section 11** – Includes a list of references cited in this Work Plan.

Appendices to this Work Plan include the following:

- **Appendix A** – Site-Specific Health and Safety Plan (HASP)
- **Appendix B** – Offsite Removal Action Scope Memoranda

1.3 Limitations

This Work Plan has been prepared for DEQ. Work for this project will be performed in accordance with generally accepted professional practices relating to the nature of work completed at the same or similar localities. It is intended for the exclusive use of DEQ and for specific application to this project. No other warranty, express or implied, is made.

SECTION 2: Background

The JH Baxter & Co. facility is a former wood treating facility located at 85 Baxter Street in Eugene, Oregon (Figure 1). A brief summary of the Facility's development history and previous environmental activities conducted near the Facility are provided in this section. For a detailed description of the Facility and previous Facility activities, refer to DEQ's Record of Decision (ROD) issued for the Facility (DEQ, 2019).

2.1 Development History

The Facility was developed and began wood treatment in 1943. The earliest treating processes used creosote formulations in a single retort (i.e., a pressurized vessel). In 1945, a second retort was added for treating wood products with pentachlorophenol (PCP). Between 1945 and 1970, the Facility added four more retorts, which used PCP, metals-based treating solutions, and fire retardants. Operations at the Facility ended on January 31, 2022.

2.2 Previous Environmental Activities

Identified Contaminants. From 1985 through 1989, several investigations confirmed releases of hazardous substances to soil and groundwater within the limits of the Facility. Hazardous substances detected at the Facility include PCP, arsenic, polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds, polychlorinated biphenyls, and PCDD/Fs. While PCDD/Fs can be from various sources, PCDD/Fs are associated with PCP as they are generated as a contaminant by-product during the manufacturing process of PCP.

Remedial Investigation. On August 3, 1989, DEQ and Baxter signed an Order on Consent, which was subsequently amended on September 16, 1994, in which Baxter agreed to complete a remedial investigation and feasibility study and to undertake interim remedial measures. Characterization of the nature and extent of contaminants at the Facility was performed in phases.

Offsite surface soil sampling was completed in 1998 at adjacent commercial properties. This offsite investigation analyzed surface soil for arsenic and PAHs. Arsenic was identified above its applicable risk-based concentration (RBC) at three of the commercial properties sampled. Baxter completed an RA in October and November 1999 where approximately 417 cubic yards of soil were removed from three commercial properties (Yale Transport, Armored Transport, and Lile of Oregon) (PES, 2010).

ROD. DEQ issued a ROD for the Site in October 2019 (DEQ, 2019). The remedy described in the ROD includes capping about 16 acres of contaminated soil at the Facility, continuing groundwater pumping for hydraulic containment of contaminated groundwater, removal of contaminated ditch sediments on the south side of the Facility, and sampling of soil and sediments in offsite areas that could reasonably have been impacted by contaminant discharges from the Facility. Offsite areas that were deemed to be more likely to have been impacted are to the north and south of the Facility, in the direction of the prevailing winds.

Offsite Soil Investigations. In 2020 and 2021, Baxter conducted additional offsite soil sampling in areas near the Facility to update their understanding of offsite surface soil contamination potentially associated with airborne migration and runoff, as required in the ROD (DEQ, 2019). A 2020 air deposition model by Lane Regional Air Protection Agency indicated that the predominant wind directions from the Facility were to the north and the south. Based on this analysis and the 2020 analytical results (GSI, 2020), additional surface soil sampling was conducted in 2021, 2022, and 2023 in background areas and at residential properties within areas of potential air deposition to the north of the Facility. Beginning in 2021, surface soil sampling was completed using the Incremental Sampling Methodology, in which an area or residential

property (called a Decision Unit [DU]) was divided into a grid of 50 sub-areas. A subsample was collected from each of these sub-areas and all 50 subsamples were combined to create one single sample for homogenization and analysis. Subsurface soil was collected as 5-point composite samples. Contaminants of interest included total metals (arsenic, chromium, copper, and zinc), PAHs, PCP, and PCDD/Fs.

The offsite investigation results indicated that PCDD/Fs should be retained as contaminants of concern. Many of the residential yards and other non-background areas sampled exceeded DEQ's RBC of 4.7 pg/g TCDD TEQ for direct contact with residential soil (DEQ, 2023). Some of these residential yards also exceeded the OHA risk level of 40 pg/g (discussed in Section 2.3).

2.3 Early Action Cleanup Level

In 2023, the OHA identified a 40 pg/g TCDD TEQ value as a threshold for expedited cleanup of residential properties near the Facility (OHA, 2023). The value was based on the consideration of increased non-cancer human health risks related to children under 6 years of age regularly exposed to residential soil. DEQ subsequently adopted the 40 pg/g value as an early action CUL for initial Baxter offsite RA activities.

Once a residential property was identified as requiring early action soil removal, the total depth of soil removal was determined by the maximum vertical depth where PCDD/F concentrations exceeded DEQ's RBC for direct contact by residential receptors of 4.7 pg/g (DEQ, 2023).

2.4 Determination of Extent of Remedial Action

In January 2022, Baxter notified DEQ they would not be able to implement cleanup at the residential yards in a timely manner, and suspended wood treatment activities at the Facility. DEQ subsequently declared the Facility an Orphan Site to enable utilization of the Industrial Orphan Site Account to complete the RA at the offsite residential yards (DEQ, 2022). To define the extent of RA, DEQ implemented an additional offsite investigation in June 2022 to delineate the extent and magnitude of elevated PCDD/F contamination in surface soil at the residential properties nearest to the Facility (GSI, 2022). The collective sampling between 2020 and 2022 resulted in identifying a total of four properties where PCDD/F concentrations exceeded the early action CUL of 40 pg/g TCDD TEQ.

In May 2022, EPA's Superfund Technical Assessment and Response Program also assisted DEQ with the Baxter offsite property investigation. EPA's work expanded on the surface soil sampling conducted by Baxter and DEQ with a focus on bounding the extent of contamination in surface soil in the neighborhood north of the Facility. In total, EPA collected surface soil samples from 52 additional properties. Analytical data provided by EPA following their investigation have informed the extent of impacts within the residential area. EPA's sampling identified three additional residential yards with PCDD/F concentrations in surface soil above 40 pg/g, necessitating RA at these properties.

In April 2023, DEQ implemented a supplemental investigation with the purpose of determining the depth to which PCDD/F concentrations exceeded the DEQ's RBC of 4.7 pg/g in subsurface soil at the seven selected residential yards. The results of this investigation, with previous data, indicated that PCDD/F concentrations generally decrease with distance from the Facility and with soil depth within the residential yards. Three of the seven properties have PCDD/F concentrations exceeding the RBC at depths more than 1 foot. These data, plus the conclusions from an arborist evaluation used to support RA, are provided in the Offsite Investigation Report (GSI, 2023).

SECTION 3: Removal Action Objectives

The objective of the offsite RA is to remove shallow soil impacted with PCDD/Fs to reduce the risk of direct contact to people and the environment. The extent of the RA was determined from multiple offsite investigations of properties near to the Facility. To meet the objective of the RA, the following activities will be completed:

- Remove soil exceeding 4.7 pg/g TCDD TEQ from properties where RA was identified based on exceedance of the early action CUL. Total depth of removal varies from 0.5 to 2.0 feet bgs. Required depths of excavation at specific properties are:
 - DU-09 (210 Baxter Street): 1.5 feet bgs
 - DU-10 (220 Baxter Street): 1.5 feet bgs (front yard sub-DU), 1.0 feet bgs (back yard sub-DU)
 - DU-11 (215 Baxter Street): 2 feet bgs (front/side yard sub-DU), 1 foot bgs (back yard sub-DU)
 - DU-15 (225 Baxter Street): 1 foot bgs
 - SO-06 (240 Baxter Street): 0.5 feet bgs
 - SO-07 (235 Baxter Street): 1 foot bgs (front/side yard sub-DU), 0.5 feet bgs (back yard sub-DU)
 - AP-01 (242 Alva Park Drive): 0.5 feet bgs
- At each property with soil contamination in the front yard, remove 0.5 feet of soil within the City of Eugene (City) rights-of-way adjacent to properties identified above between the street edges and the property boundaries.
- Dispose of excavated soil at a permitted Subtitle D landfill.
- Remove or transplant trees, shrubs, and other vegetation as recommended by an arborist (GSI, 2023) and/or in agreement between the property owner and DEQ.
- Import clean soil to replace soil removed.
- Revegetate or provide gravel at the surface (where requested by property owner) to prevent erosion of new soil.

The objectives and procedures described in this Work Plan will be applied to future phases of RA, when and if additional properties are identified for soil removal by the DEQ.

SECTION 4: Preparatory Activities

Prior to developing RA Scope Memoranda, GSI Water Solutions, Inc. (GSI) and DEQ met with property owners to discuss and prepare for RA on each of their properties.

4.1 Preparatory Activities for Project Implementation

Several preparatory activities have been and will be performed by GSI and DEQ prior to RA.

Property Walk-Throughs. In June 2023, GSI and DEQ met with each property owner to explain the RA process and walk their property to identify the unique features of each property that will be taken into consideration during RA. The preferences for removal of vegetation and structures, as well as preferred finished surface, were noted during these walk-throughs. Although not every request can be accommodated, the final RA implementation decisions reached by GSI and DEQ have been communicated to each property owner. This information was used to develop the RA Scope Memoranda included in Appendix B.

Site-Specific HASP. Site-specific HASPs must be developed by the oversight consultant and all contractors. GSI's HASP was included in the Offsite Investigation Work Plan (GSI, 2022) and is reattached as Appendix A in this Work Plan. GSI prepared the HASP in general accordance with the Occupational Safety and Health Act and Oregon Administrative Rules. Personnel from GSI will have a copy of the HASP for their use during RA field activities. GSI's HASP only covers GSI personnel and all support contractors shall provide their own HASP upon contracting, which must be completed prior to mobilization.

Property Access. DEQ has obtained or will obtain access agreements with residential property owners to perform RA on their properties. Additionally, soil will be removed within the City right-of-way. As such, a right-of-way permit and traffic control plan may also be required and obtained by the EC (EC), if necessary.

Subcontractor Solicitation. Subcontractor services for RA will include a vegetation subcontractor, an EC, and an arborist subcontractor, as described in detail below:

- A vegetation removal subcontractor for tree removal and vegetation clearing activities will perform vegetation removal ahead of earthwork. This subcontractor will not remove stumps from below the ground surface or remove any roots that would result in ground disturbance.
- An EC will conduct the following duties:
 - Facilitate traffic control along Baxter Street and Alva Park Drive, as needed.
 - Excavation, transport, and disposal of contaminated soil and remaining tree stumps and vegetative root systems.
 - Backfill excavated areas with clean soil or gravel to pre-existing grade (or surrounding grade where grade is elevated around tree base).
 - Transplant select pre-identified and pre-approved by DEQ trees and shrubs, where possible.
 - Reconstruct irrigation.
 - Revegetate property.
 - Coordinate with utility providers, as necessary.
 - Perform private utility location services, utility disconnection, reconstruction, and repairs, where defined and as needed.
 - Remove and replace fencing, as necessary.
 - Perform third-party pre-construction surveys, depth of excavation, and post-construction as-build surveys.
 - Complete an Erosion And Sediment Control Plan (ESCP) and permitting, as necessary.

- Provide transportable storage unit containers (e.g., PODS) for materials on the properties that need to be moved to facilitate cleanup.
- Provide licensed and insured professional movers to load and unload residential property/materials that are stored outside of homes into storage unit containers to facilitate cleanup.
- Provide 24-hour security in the neighborhood during cleanup activities.
- An arborist subcontractor will provide recommendations for tree protections during soil removal (previously contracted during the 2023 Offsite Investigation).

At least three firms will be solicited for each separate contract. Selection will be primarily based on unit or lump-sum pricing and ability to meet the project schedule. The scope of future phases of the RA may vary and will likely require re-solicitation of subcontractors.

Underground Utility Location. The selected EC will arrange to have underground utilities located and marked prior to beginning any subsurface work. The EC will be responsible for contacting the Oregon Utility Notification Center, who will in turn notify the various utilities in the area to mark any underground installations in the vicinity of the work area. The EC will also arrange for a private utility locate and is responsible for any damage to utilities during the implementation of the RA.

4.2 Preparatory Activities with Property Owners/Tenants

Property owners will be required to prepare for RA activities as described below.

Plants/Vegetation. An arborist has visited the RA properties and determined which trees or other vegetation are unlikely to survive excavation to the specified depth and which trees will constitute a safety hazard during RA. These recommendations have been discussed with the property owners and a plan for removal, transplant, or protection has been prepared for each property. The RA will not include protection or transplanting of bulbs and small shrubs. If a property owner would like to save these, they must do so prior to the RA. Replacement options are available for shrubs and bulbs and have been discussed with each property owner. A map showing the trees/shrubs that will be removed (either by the property owner or during excavation) and the trees/shrubs that will be protected is provided in each RA Scope Memorandum in Appendix B.

Yard Features. Yard features include, but are not limited to sheds, vehicles, trailers, greenhouses, shipping containers, toys, and chicken coops. The following protocols will be followed for yard features:

- If a structure is not constructed on a permanent foundation (i.e., concrete or asphalt pad), then access under these features will be required to remove and replace soil to the appropriate depth. This includes sheds, gazebos, greenhouses, and coops. The EC will provide laborers and/or a moving firm to move these structures out of the excavation area.
- Temporary structures moved by the contractor will be reconstructed or replaced depending on their structural stability following temporary removal. Reconstruction or replacement will be pre-approved by DEQ prior to implementing the RA and must be in like-kind.
- Vehicles, boats, and trailers must be moved offsite to provide access to the property. If the property owner cannot complete these tasks, the EC will contract for temporary relocation of these items to a secure location identified by the property owner or DEQ. Personal vehicles may not be stored in driveways or within the residential property area, although they may be parked in garages, on the street or moved to another location during the cleanup (this includes primary residential vehicles, if the owner chooses to utilize one while RA is being completed). If necessary, DEQ will reimburse owners for vehicle storage costs.

- Some yards have items stored throughout the yard that can be moved, but will require an offsite storage space during RA. This includes toys, lumber piles, gardening supplies, etc. The EC will provide offsite storage access or movable storage units (e.g., PODS) to store these items. Residents will be provided the opportunity to move items into these units ahead of time if they wish, or the EC will provide movers to load items into storage. These storage units will be moved to an offsite storage facility during RA activities. The storage units will be returned and unloaded by movers following RA activities.

Garden Borders. Yard features like garden borders (metal/rock/wood) will be removed by the EC to perform the RA. The borders will not be reconstructed as part of the RA. If the property owner would like to save these materials, then they need to complete the task of removing them before the RA is implemented.

Irrigation/Other Subsurface Infrastructure. The property owners will be consulted to determine whether the property has an irrigation system or other subsurface landscape infrastructure that may not have been previously identified by a private utility locator. Any irrigation systems will be removed and replaced during RA, unless the lines are deeper than the excavation depth and are not damaged.

Temporary Offsite Housing. For safety purposes and for RA implementation efficiency, temporary housing will be offered to residents of DUs. Residents will be reimbursed the current General Services Administration rate for hotel and meals per diem per resident of each DU. The length of offsite housing will depend on the EC schedule. Access to vehicles and utilities may also be restricted during a portion of the RA. Owners may need temporary access to their homes, especially if pets are left inside during the cleanup. If so, the owners will need to coordinate with GSI and/or DEQ and the EC to ensure this is done safely.

4.3 Prior Approvals

The following approvals will be obtained prior to implementing the RA to streamline the removal process:

- **Clean Soil Sources.** A source of fill has been identified by DEQ and confirmed to be clean using chemical analyses on a representative sample collected by GSI. The use of this soil has been approved by DEQ, but the source does not contain an adequate quantity to conduct all RA activities. The remainder of imported soil will come from commercial sources in the region. GSI has contacted numerous sources and confirmed that the quantities required for the RA are typically available. Samples of topsoil and non-structural fill soil have been collected from these sources and will be analyzed for PCDD/F. Only materials meeting the CUL (below 4.7 pg/g PCDD/F) will be used as backfill on the properties.
- **Landfill Acceptance.** The disposal facility will be identified by the subcontractor and approved by DEQ prior to beginning the RA. Chemical data from previous investigation activities will be provided to the selected EC to profile soils for disposal in a permitted Subtitle D landfill. Based on a review of chemical data for the residential properties, DEQ personnel have determined that the soil does not contain hazardous waste. Therefore, soil excavated during RAs on residential properties are assumed to be designated as non-hazardous.
- **Permits.** A Commercial Erosion Prevention Permit from the City may be required for each phase of the RA. If subcontractor determines that traffic control or road closure is necessary to complete the RA, the required permits will be obtained by the subcontractor through the City of Eugene. The EC shall provide an ESCP that will present Best Management Practices (BMPs) to be implemented at each property to minimize or prevent soil runoff from the property. Additional BMPs may be required for the earthwork to complete RA during the rainy season (October 15 through April 30; as defined by the City's Erosion Prevention Permit). The BMPs will be implemented by the EC prior to and during excavation. Erosion controls are discussed in Section 5.3.

A National Pollutant Discharge Elimination System (NPDES) 1200-C permit may be required if the scope of proposed earthwork is anticipated to disturb an area greater than 1 acre. The NPDES permit contains an

ESCP that generally outlines BMPs that will be implemented. At this time, no such permit is anticipated; however, during subsequent RAs, the overall area of proposed soil removal should be calculated to determine the applicability of the NPDES permit. Although an NPDES permit may not be required, typical BMPs will be implemented around properties to mitigate erosion from the site. The EC will be responsible for securing the NPDES permit, if applicable.

The City may require tree removal or root pruning permits for City-owned and/or privately owned trees that will be affected during the RA. These permits are procedural and require review by the City, but do not typically have a cost associated with them. Coordination with the City's Urban Forestry and the City's Planning departments will be necessary during excavation. The RA does not intend on removing trees within the City right-of-way but impacts to the critical root zone of City trees will result in coordination with the City's Urban Forestry Department. If during excavation the City or arborist representative determine that a City-owned tree should be removed, the contractor will be responsible for managing the removal process.

Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification. The EC will be responsible for all matters relating to the health and safety of its personnel. This includes recognition of the potential health and safety hazards associated with the work and ensuring the required personnel are in compliance with 29 Code of Federal Regulations 1910.120, as necessary.

SECTION 5: Removal Activities

The RA will be performed to remove contaminated soil from affected properties to achieve the goal of reducing risks to people. The extents of the RAs are based on evaluation of soil data from investigative sampling of offsite properties. Activities will include excavating contaminated soil, backfilling the excavated area with approved, clean soil or approved alternative, and site restoration to prevent erosion, where applicable.

Field operations for RAs will occur during the day. The City has a noise ordinance between the hours of 10:00 p.m. and 7:00 a.m. The EC will adhere to this noise ordinance with motorized equipment starting no earlier than 8:00 a.m. and generally ending no later than 7:00 p.m. or at sunset, whichever is sooner, unless otherwise approved.

5.1 Decision Unit Identification

The final scope of removal for an individual property is defined by offsite investigation activities. A DU defines the area and depth of the RA for a property based on previously collected chemical analytical results and associated risks. For RA, properties consist of one or two sub-DUs each. Multiple properties are not included in one DU. The detailed scope for each DU RA will be discussed in an RA Scope Memorandum, such as those included in Appendix B. Figure 2 shows the seven DUs initially proposed for removal.

5.2 Surveying

A third-party surveyor will confirm the excavation area and property boundaries, depth of soil removal, and the height of imported soil. Field surveys completed by establishing temporary survey monuments near removal areas. An initial, pre-construction baseline elevation survey will be completed at each DU to determine the property boundary and initial ground elevation. During excavation, the depth of removal will be verified against the baseline survey results to confirm removal depth. Following backfill and compaction, a final surface elevation survey will be conducted to confirm that the original grade has been re-established.

In addition to survey data and as-built figures provided by a third-party surveyor, GSI or DEQ will need to observe field survey data and approve the depth of excavation and height of imported soil prior to removing survey monuments and points. Surveyed extents will be required to have a minimum horizontal accuracy of 1 foot and a minimum vertical accuracy of 0.1 feet. RA will not be considered complete until survey elevations and extent are confirmed by GSI and/or DEQ.

5.3 Excavation and Site Controls

The EC will use a combination of heavy equipment and hand tools to complete the excavations. The means and method of soil removal will be determined by the EC while considering guidance provided by the contracted arborist and City urban forester to protect selected vegetation. A GSI representative will be on the site to observe and document removal activities.

Proposed Excavation Limits. The extent of removal at each DU (outlined in Section 3) is predetermined based on review of chemical data collected during environmental investigations and is shown on Figure 2. The final extents of RA excavation will be delineated during RA using surveyed extents with a minimum horizontal accuracy of 1 foot as described above. Previous field surveys of excavation areas were not performed using survey grade equipment and aerial GIS maps do not exactly align with actual property boundaries. Where excavation is proposed to the property limits, the excavation shall extend to the edge of the property as determined by the surveyor.

Sloping. The excavations will be sloped or benched at the excavation boundaries, as necessary, to prevent sloughing and/or undermining of structures. In general, the extents of the DUs will be sloped as described below. If site conditions indicate that the sloping requirements outlined below are not adequate for safety, more conservative sloping or benching can be performed at the discretion of the EC following consultation with GSI and/or DEQ. The sloping requirements include the following:

- The top 6 inches of soil will be removed across the entire extent of the DU regardless of whether the boundary is adjacent to a structure or utility.
- For excavations adjacent to non-load bearing permanent structures (i.e., concrete pads, fence posts, driveways), the excavation will be completed vertically to the extent of the RA unless otherwise determined unsafe by the EC, GSI, or DEQ. This includes concrete pads that hold heating, ventilation, and air conditioning (HVAC) systems.
- Excavations adjacent to residential foundations will be excavated to a minimum of 6 inches bgs at the foundation. The depth of the foundation will be determined by the EC. Soil removal along the foundation will continue to approximately 6 inches above the bottom of the foundation footing, or the bottom extent of the RA, whichever is shallower. Once 6 inches above the foundation base, and, if necessary, the excavation will be stepped out 1 foot before sloping or benching the excavation at a 1 foot horizontal to 1 foot vertical (1:1) to the total depth of excavation.
- At least one permanent residential outbuilding has been identified (within DU-09) that is constructed on pier blocks installed on the surface. The identified structure cannot be moved or deconstructed. In this case, because of safety concerns, soil removal will not be completed up to 6 inches around the pier blocks or under the structure. Sloping at this boundary will be completed from the ground surface to the extent of the RA. A deed notice or restriction may be recorded on this property to account for the contaminated soil left.

Property Access by Subcontractor. To access portions of the property, the EC may need to remove fencing. Fencing may be reused only upon approval of GSI and/or DEQ. Otherwise, a new fence of similar style and height will be installed where removal is conducted. Where landscape trees or shrubs are removed to facilitate excavation activities (which may be performed by the vegetation removal contractor), they will be replaced with the same or similar trees or shrubs; however, it will be impossible to replace large trees/shrubs with the same size plants. Removal of any of these features and replacement of trees or shrubs will be approved by GSI and DEQ with concurrence of the property owner/tenant.

Property access points for machinery will be limited to the extent practicable to minimize track out and interference with property owners. The access points will be delineated using temporary construction fencing and signage, as necessary, to prevent unauthorized access to the work area.

Property Access by Owner/Tenant. Property occupants are encouraged to utilize the temporary housing offered to residents of DUs by DEQ. However, owners/tenants will be allowed to access or stay on their property during RA activities if they wish to do so. In this case, GSI, DEQ, and the EC will coordinate property access with the owner/tenant and will communicate site activities that will affect access to and from the residences and any obstruction of utilities that may occur.

Site Control Management. Site activities may generate the interest of neighbors, the general public, and media representatives. Only authorized personnel with the proper training and personal protective equipment (PPE) will be allowed within the work areas. The EC will be responsible for delineating the work area to limit access. Interested people should be directed to speak to DEQ or GSI's Project Manager for information on the project. Further information on project communication is described in Section 8.

Traffic Control. If subcontractor determines that traffic control or road closure is necessary to complete RA, the required permits will be obtained by the subcontractor through the City of Eugene. The subcontractor will be responsible for establishing traffic control via signage and communicating alternate routes to traffic/pedestrians as needed.

Security. In addition to site control management, the EC will be responsible for providing a 24-hour site security agent to monitor and report any incidents that occur. This may also include perimeter construction fencing to enclose DU properties during non-working hours.

Utilities. Public and private utilities will be located prior to commencing removal activities. Excavation will be sequenced to minimize the potential for heavy equipment or excavation to damage buried utilities, such as having the excavation begin from the edge of the DU (i.e., with equipment positioned on streets and/or right-of-way). The EC shall identify the exact location and depth of all buried utilities that enter the excavation area prior to beginning excavation. If lines cannot be located to the satisfaction of the EC, low-impact methods shall be used to locate end points of utilities (i.e., air knitting or hand tools). Soil will be removed using these methods until the utility is uncovered.

If excavation work continues below existing utilities or if a high risk of utility failure is anticipated due to excavation work, subcontractor will remove and replace utility lines in accordance with City of Eugene building code. At the end of RA, utilities will be video recorded or pressure tested to ensure that no damage has occurred. Subcontractor will replace damaged utilities as necessary.

Power poles are present on some DUs. The EC will notify Eugene Water and Electric Board (EWEB) about proposed excavations adjacent to power poles. EWEB may be required to be onsite during these excavations and the EC will coordinate directly with EWEB, when required.

Natural gas utilities are known to cross DUs in the area. The gas utility provider will likely require notification of excavation and may require a representative to be present while excavation occurs. The EC shall follow all requirements of the gas utility provider. It will be the responsibility of the earthwork excavator to notify and coordinate site activities with utility providers.

The property owner/tenant will also identify whether the property has an irrigation system or other subsurface landscape infrastructure. The EC will attempt to remove, salvage to the extent practical, and replace components within the excavator area, as necessary.

Tree Removal. As described in the Arborist Report (Appendix C of the Offsite Investigation Report [GSI, 2023]), approximately 18 trees are recommended to be removed from initial RA properties (three trees along the City right-of-way will not be removed unless required by the City). Tree removal, including smaller trees and blackberry bramble removal, will occur before soil excavation by a separate contractor. The EC is required to remove stumps and vegetative root systems within the excavation footprint.

Limited Vegetation Transplants. A limited number of smaller decorative trees, shrubs, and rose bushes of significance to the residents have been recommended for removal or transplant during the RA. The manner of transplant will be determined by the landscape subcontractor retained by the EC. The arborist will provide recommendations for survival. However, the survival of these plants cannot be guaranteed, and the residents can choose to have the EC replace in like-kind. The health of transplanted vegetation will be monitored along with installation of new landscape plants and surface sod or seed installed on properties (described below).

Saved Trees. Trees within soil removal areas that will remain in the ground have been pre-defined and will be protected by using low-impact methods (e.g., hand tools) to excavate around the critical root zone. The

majority of these sensitive excavations will be observed by the subcontracted arborist. The City Urban Forester may also provide oversight when working near trees in the City right-of-way.

Protections. During excavation, the EC will delineate the vegetation to be protected in place with a temporary construction fence or barrier. Permanent structures or structures that will not be moved, but are adjacent to excavation areas, will be delineated with temporary construction fence. This does not necessarily include the primary residential structure, but will apply to utilities, outbuildings, perimeter fences, etc.

Erosion Control. A Commercial Erosion Prevention Permit from the City will be required for each phase of the RA. The EC will prepare and sign the permit as the acting “Owner” of the project. The EC will be required to provide GSI and DEQ with an ESCP to meet the requirements of the City’s Erosion Prevention and Construction Site Management Program.

BMPs outlined in the ESCP will be installed to prevent soil from being eroded, tracked, washed, or blown from the site and onto City streets, neighboring properties, or nearby waterways. This will include the use of silt fencing and/or straw wattles at property boundaries, use of temporary construction entrances, covering soil piles overnight and during windy conditions, spraying soil piles to prevent dust generation, street sweeping at the end of each day (as needed), and manually spraying mud and dirt from trucks prior to leaving the site. A GSI representative will monitor and document that BMPs are installed or enacted by the EC during their activities.

Soil Stockpiling. Soil stockpiling should be avoided, if possible, to minimize the handling of impacted soil. If deemed necessary, soil stockpiling activities will be coordinated with and approved by GSI and DEQ. If the EC elects to stockpile contaminated soil for later off-haul, soil will remain only within the excavation area and shall not be staged for longer than 2 days. During periods of inactivity (i.e., weekends and nights), stockpiles will be covered and secured with at least 6-mil plastic sheeting to prevent wind or stormwater erosion or as required by the Erosion Prevention Permit. Plastic sheeting will be secured against wind and rain and sloped to drain precipitation without ponding. A berm will be installed around the stockpile, as needed, to physically contain the soil and/or prevent stormwater runoff from exiting the work area. Impacted soil will not be stockpiled outside of the DU property boundary.

Confirmation Sampling. The depth of excavation within each DU was predetermined during previous sampling events. Confirmation samples will not be collected following excavation. The depth of soil removal will be confirmed using survey information described in Section 5.2.

5.4 Loading and Transport

Soil will be loaded in a manner that does not generate visible dust in the work area. To prevent dust generation, the EC will provide a water truck or trailer and supply water; alternatively, municipal water supplied by a fire hydrant near the property can be used, if the proper permitting is obtained. The EC shall meter and pay for all water used. Residential water taps should not be used to supply water for dust suppression, or other activities.

Prior to departure, loose soil will be brushed from the outside of the truck and added to the load or to another truck load. Truck loads will be covered with a tarp to reduce the risk of spreading contamination to offsite areas. Appropriate BMPs will be used to prevent soil from being tracked off the site. If soil is spilled or tracked onto rights-of-way, the EC will sweep and collect the soil and return it to the DU or to a departing truck. At the end of each day, streets will be swept (as needed) and any gathered material will be added to the truck load prior to departure. Contaminated soil will be transported directly to the Subtitle D landfill for disposal. The truck driver shall only depart after receiving a signed bill of lading (e.g., a copy of the landfill permit) provided by the EC.

SECTION 6: Backfill and Restoration

Following confirmation that excavated extents have been achieved and upon approval by GSI, excavated areas will be backfilled to the original grade with clean, imported topsoil (top 6-inches) or gravel (top 1 foot) and clean fill for any depth below the top foot. Ground coverings will mostly be sod or seed mix installed over the imported topsoil, but some areas will be covered in gravel only as requested by the property owner and approved by DEQ. Final excavation surveys will be performed and following sod placement. Site controls described in Section 5 will continue through the backfill and restoration phases of the RA.

6.1 Backfill

Earthwork equipment and hand tools, where necessary, will be used to distribute the pre-approved clean soil and topsoil or stockpiled soil from Short Mountain across the DU. Truckloads of imported soil will be dumped directly within the DU, but only where excavation depths have been approved by GSI. BMPs will be implemented that will reduce visible dust (i.e., wetting soil), if necessary. Imported material will not be staged within the rights-of-way or areas outside of the DUs. A GSI representative will be present to document the volume of soil delivered and method of installation at each DU. Backfill installed below 12 inches bgs shall be placed in lifts no thicker than 12 inches and compacted to a non-yielding state. Compaction testing will not be required. Topsoil shall not be over-compacted but must be tracked across with wheeled or tracked equipment prior to sod placement to minimize future settlement.

6.2 Sod Installation

DUs with removal activities will be restored by installing grass sod, unless otherwise specified in the RA Scope Memorandum for that property, per communications with the property owner and approval by DEQ. Sod has a higher rate of survival than planting seed, requires less initial maintenance to become established, and can be walked on or used sooner than new seed lawn. The EC shall subcontract with a landscaping firm with experience installing sod lawns, unless the EC is pre-approved for placement based on sufficient experience provided to GSI and DEQ. The method of sod installation will be determined by the landscape firm and based on their local experience. The landscaping firm will thoroughly saturate the sod after placement and perform one additional watering 1 week later. The landscaping firm will then provide instructions to the property owner, who will subsequently be responsible for watering, fertilizing, and otherwise maintaining the lawn until the landscaping firm recommends discontinuing initial establishment maintenance.

6.3 Alternative Surface Materials

Property owners may prefer an alternative surface than sod (or prefer different treatments for different areas of the yard). The alternative treatment options include a layer of gravel, mulch, or seeding a lawn with an alternative seed mix like clover. Multiple site visits have been completed by GSI and DEQ to discuss alternative options. The areas recommended for alternative surface materials are shown on the individual Scope Memorandum included in Appendix B.

6.3.1 Gravel

A property owner may elect to have 6 to 12 inches of gravel installed at the surface instead of soil and vegetation. In this scenario, the gravel will be installed by the EC that removed and imported soil. The gravel will be ¾"-inch minus in size or similar grade typically used for gravel roadways. In areas receiving gravel backfill, a minimum 8-ounce non-woven geotextile will be installed over the exposed soil prior to imported gravel.

The gravel will be imported and installed using the same lift and compaction methods as described for clean soil. The imported gravel will be compacted to a non-yielding state by the EC using a roller or vibratory plate compactor. Installed gravel will not require ongoing BMPs after it is installed. Maintenance will be the responsibility of the property owner or tenant.

6.3.2 Mulch

A property owner may not want a sod lawn or gravel surface on their property. In these cases, the RA can be completed with a mulch and bark dust layer of no less than 2 inches in thickness. The property owner will then be responsible for maintenance, as necessary.

6.3.3 Specialty Seed

A property owner may want a specialty seed mix, such as clover. In these cases, the RA will be completed by broadcast seeding at the rate specified on the product. Bonded fiber matrix, tackifier, and fertilizer will be applied with the seed mix prior to installation to prevent erosion. BMPs (i.e., straw wattles) along the perimeter of the DU may be required by the Erosion Prevention Permit to prevent soil from leaving the property. Following the initial establishment of BMPs, wetting of the yard, and one follow-up watering period, maintenance and establishment of seed will become the responsibility of property owner or tenant.

SECTION 7: Decontamination and Investigation-Derived Waste Management

Decontamination procedures will be implemented to prevent unintended contact with contaminated soil removed during RA activities. IDW generated during RAs will also be appropriately managed, if they are unable to be contained within the DU.

7.1 Decontamination

To prevent contamination of areas outside of the DUs, equipment will be brushed off after excavating the contaminated soil. The brushed off soil will be collected and added to the stockpile or dump truck. If dry decontamination techniques are unsuccessful at gross decontamination, the equipment will be decontaminated by power washing prior to leaving the site. This decontamination water will be contained within the excavation footprint and allowed to infiltrate prior to backfilling. If soil from the RA is tracked onto the street, the EC will be prepared to sweep or wash dirt back to the DU. All decontamination for a DU will be completed (and decontamination waste placed back in the DU) prior to commencing the backfilling activities. The EC will also sweep streets at the end of each workday, as necessary (this may be completed by a commercial street sweeper). Swept material will be disposed with other contaminated soil unless backfilling has already occurred (towards the end of the RA), in which case swept material may be disposed as standard municipal solid waste.

7.2 Investigation-Derived Waste Management

IDW will consist of excavated contaminated soil, decontamination water (if not maintained in the excavation footprint), and PPE. Excavated contaminated soil will be placed into trucks for transport for disposal at a Subtitle D landfill as described in Section 5.4. Any decontamination water that cannot be contained within the excavation footprint will be collected and added to the contaminated soil for offsite disposal. PPE generated during RA implementation will be disposed offsite as solid waste.

SECTION 8: Communication Plan

This section presents a Communication Plan for the planned offsite RA activities near the Facility. The purpose of this plan is to establish and facilitate the flow of communication between engaged parties for the benefit of successful completion of RAs at offsite properties. The plan describes the parties involved, their responsibilities or roles, the lines of communication, and documentation of communications.

8.1 Project Organization

The project involves completion of RAs to reduce risks to people and the environment by removing surficial soil at offsite residential properties with PCDD/F contamination above the early action CUL. As described below, DEQ and its Project Team will implement the RAs and, in doing so, will and may interact with various community members.

8.1.1 Project Team

The Project Team consists of regulatory agencies, DEQ's contractor (GSI), and subcontractors tasked with implementing RAs at affected offsite properties. This Communication Plan will be provided to representatives of each member of the Project Team before implementing RA activities. A contact list with the names and contact information for Project Team members will be completed and distributed to each representative to facilitate communication. Project Team representatives and their responsibilities are presented below.

Oregon DEQ Project Manager. DEQ is the lead agency implementing the RA. DEQ's Project Manager will be the key communications Project Manager for the RA. They will be responsible for overseeing performance of the RAs, providing assistance in problem resolution and technical matters, approving changes in scope and/or cost of RA implementation, interacting with members of the community (outreach/responding to questions from the public), and review of project deliverables. For outreach activities, they will work closely with the DEQ Public Affairs Specialist and the Cleanup Program Manager. In preparing for the RA on a given property, the DEQ Project Manager (or assigned DEQ staff) will be responsible for gaining access to the property from the property owner and tenant, if applicable, and scheduling with them when the RA activities will occur. As the EPA is also involved, DEQ will interact with EPA personnel and keep them informed of the progress of the project.

Oregon DEQ Task Order Manager. The DEQ's Task Order Manager assists the DEQ Project Manager and is responsible for helping to administer the Task Order, and approving changes in scope and/or cost during RA implementation. The DEQ Task Order Manager has the same authority for oversight and decision-making as the DEQ Project Manager.

Oregon DEQ Field Representative. DEQ may occasionally have a Field Representative(s) present to observe RA activities. As authorized by the DEQ Project Manager, the DEQ field representative may provide guidance and approval for minor field decisions (e.g., shrub removal) to GSI; additionally, the Field Representative may discuss the RA activities with the property owner/tenant, the public, and the media.

GSI Task Order Manager. GSI is currently DEQ's lead contractor on this project. The GSI Task Order Manager, with support of other senior GSI staff, will maintain primary responsibility for project quality, schedule, and budget; manage and coordinate field staff; provide technical advice to field staff during RA implementation; request approval of scope and/or budget changes from the DEQ Project Manager; and provide review of project deliverables. The GSI Task Order Manager will also address issues, scope interpretation, and concerns from the EC, with concurrence with the DEQ Task Order Manager or Project Manager, as needed. If a health and safety incident occurs, the GSI Task Order Manager will contact and involve GSI's Health and Safety Officer to implement and document any necessary actions.

GSI Field Staff. One field representative from GSI will be present at all times during field activities for the RA. The field representative will be responsible for observing and documenting field activities and subcontractor adherence to their contracted scope of work; coordinating with and providing guidance to subcontractors; keeping the community out of the work area for their safety; and conducting tailgate health and safety meetings at the beginning of each field day. If necessary, the field representative will contact the property owner/tenant via phone to discuss preservation of yard features and the status of the RA on their property. For safety considerations, owners/tenants will be advised to remain offsite during the entirety of the RA. The representative will also convey any issues, concerns, inquiries, incidents, and scope changes to the GSI Task Order Manager, DEQ Project Manager, and/or DEQ field representative, as appropriate.

DEQ Public Affairs Specialist. DEQ's Public Affairs Specialist assists the DEQ Project Manager and other senior managers with public involvement and is typically the primary point of contact for news media inquiries.

Subcontractors. Subcontractors for the RA will be subcontracted to GSI and will include an arborist, vegetation removal firm, and earthwork firm (with likely second-tier private utility locator, surveyor, landscape, and possible utility and/or fencing subcontractors). Each subcontractor will be responsible for completing the scope of work for which they have been contracted. Subcontractors will report directly to GSI Field Staff and GSI Task Order Manager. The EC will be responsible for delineating the work area to limit access and may assist in keeping the community out of the work area for their safety.

8.1.2 Community Representatives

Representatives of the Project Team may or will be interacting with members of the community. For their safety, all community members (including property owners/tenants) must not enter the work zone established by the EC. Known or potential community members are as follows:

- **Property Owner/Tenant.** RA activities will be conducted on primarily residential properties. Temporary offsite housing will be provided for residents within DUs if they choose to accept it. DEQ is recommending residents stay off site during the RA to minimize potential interactions or safety factors during earthwork. Utilities may also be impacted during earthwork and to complete the RA efficiently, the EC may not be able to reconnect utilities until earthwork is complete. However, residents will be allowed to access or stay on their property during RA activities if they wish to do so. In these cases, GSI, DEQ, and the EC will coordinate and communicate site activities that will affect access to and from the residences and any obstruction of utilities that may occur.

DEQ will coordinate closely with the residents prior to, during, and after the cleanups are complete.

- **General Public.** The general public will likely consist of neighbors but can include anyone not associated with implementation of RA activities. Any inquiries made by the general public should be directed to DEQ's Public Affairs Officer and/or the DEQ Project Manager.
- **Media.** Local newspaper personnel or news channel outlets may visit offsite properties during RA activities. Any media inquiries should be directed to DEQ's Public Affairs Officer and/or the DEQ Project Manager.

8.2 Lines of Communication

The following narrative provides explanations and examples of communication that are to be followed during RA:

- **DEQ Project Manager.** The DEQ Project Manager or the DEQ Task Order Manager will be the primary contact for its Field Representative, GSI Task Order Manager (as well as GSI Field Staff), the property

owner/tenant, and other community members. Any inquiries by the general public or the media will be directed to the DEQ Project Manager.

- **DEQ Field Representative.** The DEQ Field Representative will report directly to the DEQ Project Manager. He/she may converse with the community representatives and the GSI field representative, but any advice or decisions are non-binding unless approved by the DEQ Project Manager or Task Order Manager in writing. Conversations with the general public shall be limited to the general purpose of the RA (e.g., removal of contamination) and listening to concerns from the property owner/tenant (any significant concerns must be relayed to the DEQ Project Manager). Any media inquiries will be directed to the DEQ Project Manager.
- **GSI Task Order Manager.** The GSI Task Order Manager reports to the DEQ Project Manager and is the primary authority to Contractor Field Staff and subcontractors. Information provided to the Contractor Manager by Contractor Field Staff will be evaluated with any changes or decisions made with concurrence from the DEQ Task Order PM or Project Manager before being passed to GSI Field Staff and subcontractor for implementation. The DEQ Task Order PM or Project Manager may also provide guidance to GSI Field Staff in the implementation of the RA.
- **GSI Field Staff.** GSI Field Staff may direct subcontractors in the execution of their work as specified in their respective subcontract. Field Staff may interact with the DEQ Field Representative to discuss project scope and converse with the general public in a manner similar to the DEQ Field Representative. Field Staff will also communicate with the property owner/tenant regarding features to be protected and preserved; this communication will be documented as indicated below and reviewed by the GSI Task Order Manager and DEQ Project Manager or Task Order PM for concurrence. Any significant general public or media inquiries will be directed to the DEQ Project Manager.
- **Subcontractors.** Subcontractors will be subcontracted to GSI and will report directly to GSI.

8.3 Communication Documentation

To be binding, all communications regarding agreements, approvals, and decisions on deviations of scope and costs for RA components must be documented in writing. Additionally, pertinent conversations with community representatives must be recorded in field notebooks. Communications to be documented include, but are not limited to, the following:

- Access agreements between DEQ and property owners.
- Property features to be protected and preserved.
- Subcontractor changes in scope and cost presented to GSI, with approval by DEQ.
- Discussions with property owners/tenants regarding RA activities.
- Inquiries by the general public and the media.
- Direction to Field Staff regarding scope based on subcontractor agreements.
- Deviations from this Work Plan.
- Selection of sod and/or alternative surface treatments as desired by the property owner.

Communications shall be documented in email or field notebooks, as appropriate. Emails will be saved in the project folder on GSI's server. Field notebooks will be scanned after the field activities, with the electronic files stored on the server. Field activities will be summarized in a daily email from the GSI Field Staff to the GSI Task Order Manager, who will review and subsequently transmit the email to DEQ.

SECTION 9: Reporting

Following each RA event, GSI will prepare an RA Summary Report describing the activities completed. The report will present a brief description of previous investigation results specific to each DU that underwent an RA, the purpose and objectives of the RA, and the RA activities completed. Appendices to the RA Summary Report will include a photograph log of RA activities completed for each DU and soil disposal receipts (e.g., weight tickets from the landfill), a copy of the sod or grass seed maintenance instructions and/or grass seed, gravel, or bark mulch agreements, as appropriate. A summary of the RA activities completed on each DU will be provided to the residence and/or property owner of the DU.

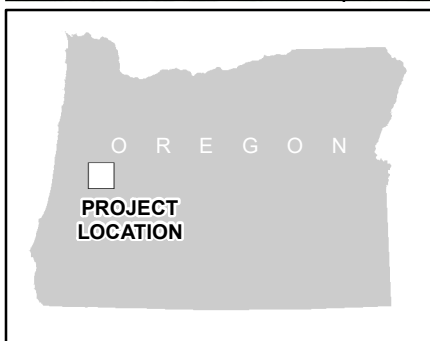
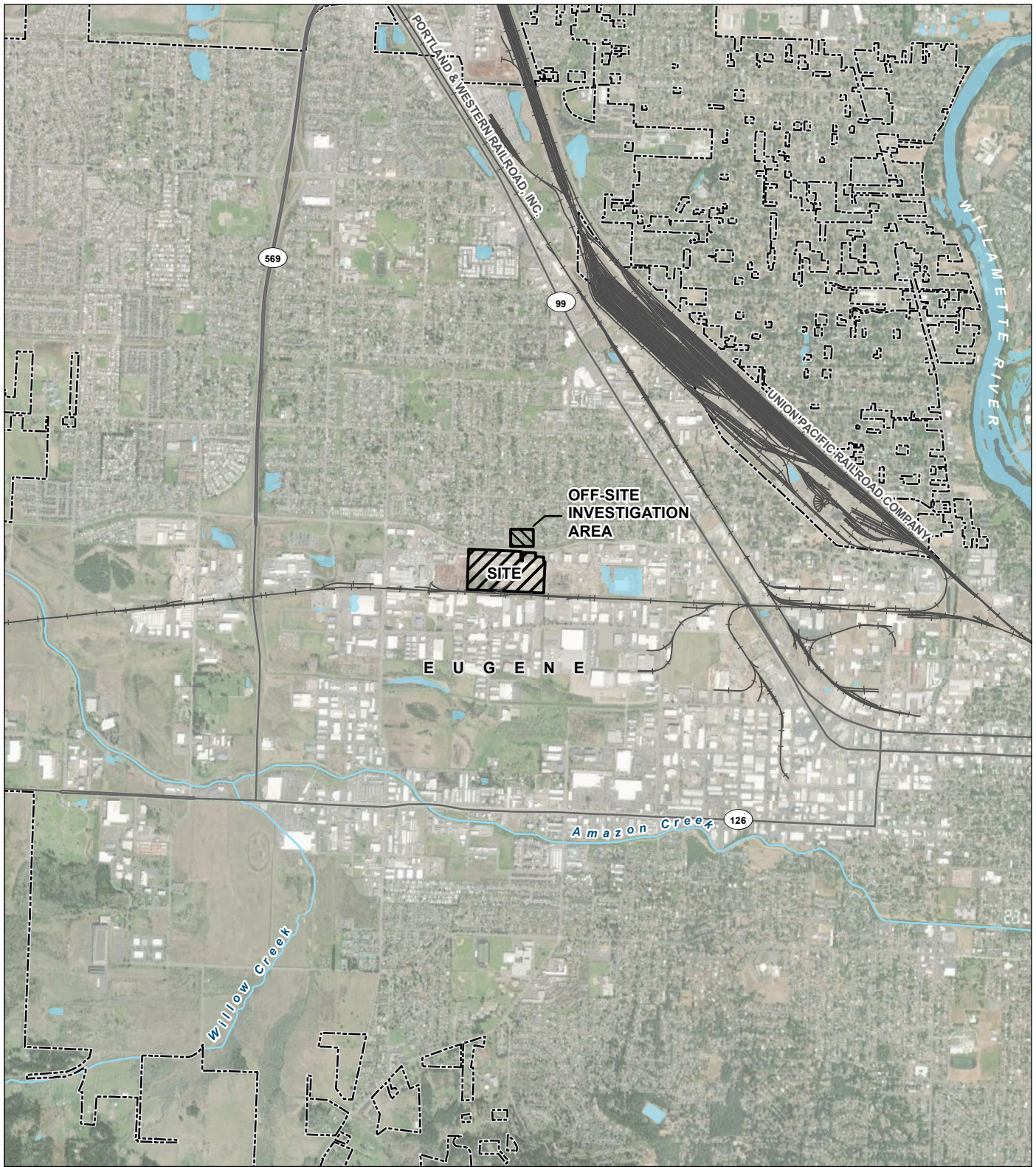
SECTION 10: Schedule

Implementation of an RA at a given property will be dependent on the availability of the EC and backfill/topsoil source. Once these things are known, DEQ will coordinate with the property owners/tenants to agree to the start date for the RA. After utility locates have been conducted, the excavation contractor will begin work. Excavation work is anticipated to take 2 to 3 days per property depending on the size and depth of the DU being excavated, accessibility, and the degree to which features are to be protected. Property restoration will occur within a few days following backfilling.

SECTION 11: References

- DEQ. 2019. Record of Decision for J.H. Baxter & Co. Facility, Eugene, OR, ESCI #55. Oregon Department of Environmental Quality, Western Region Office. October 2019.
- DEQ. 2022. Request for Orphan Site Designation – JH Baxter & Co – Eugene. Oregon Department of Environmental Quality, Western Region Office. February 2022.
- DEQ. 2023. Risk-Based Concentrations for Individual Chemicals Excel Spreadsheet. Prepared by the Oregon Department of Environmental Quality, Environmental Cleanup Program. June 2023.
- GSI. 2020. Technical Memorandum – Draft Final, Off-Site Soil Sampling Investigation. Prepared by GSI Water Solutions, Inc. September 3, 2020.
- GSI. 2022. Offsite Investigation Work Plan. Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. Prepared by GSI Water Solutions, Inc. June 6, 2022.
- GSI. 2023. Offsite Investigation Report. Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. Prepared by GSI Water Solutions, Inc. June 26, 2023.
- OHA. 2023. Final JH Baxter Health Consultation. Prepared by the Oregon Health Authority. February 27, 2023.
- PES. 2010. *Remedial Investigation Summary Report*. Revision 1. Prepared by J.H. Baxter & Co. and Premier Environmental Services, Inc. March 10, 2010.

Figures



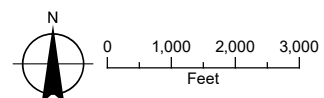
LEGEND

- City Boundary
- Railroad
- Major Road
- Watercourse
- Waterbody

Date: January 10, 2023
 Data Sources: BLM, ESRI, ODOT,
 USGS, Maxar Imagery (2021), City of Eugene

FIGURE 1

Site Vicinity Map
 Former JH Baxter & Co. Facility
 Offsite Removal Action Work Plan
 Eugene, OR



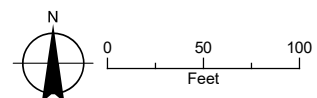


LEGEND

- Decision Unit
- Surface Soil Removal Depth**
- 6-inch
- 12-inch
- 18-inch
- 24-inch

FIGURE 2
Surface Soil Removal Action Depths
 Former JH Baxter & Co. Facility
 Offsite Removal Action Work Plan
 Eugene, OR

Date: July 24, 2023
 Data Sources: BLM, ESRI, ODOT,
 USGS, Aerial Photo 2019, City of Eugene



APPENDIX B

OFFSITE REMOVAL ACTION SCOPE MEMORANDA



TECHNICAL MEMORANDUM

JH Baxter Removal Action – 2023 Offsite Removal Action Scope

To: Don Hanson, Oregon Department of Environmental Quality
Susan Turnblom, Oregon Department of Environmental Quality

From: Chris Martin, GSI Water Solutions, Inc.
Josh Bale, GSI Water Solutions, Inc.

CC: Rick Ernst, GSI Water Solutions, Inc.

Attachments: Figure 1. Site Location
Figure 2. Surface Soil Removal Depths
Figure 3. Excavation Details
Attachment 1. Offsite Removal Action – 210 Baxter Street (DU-09)
Attachment 2. Offsite Removal Action – 220 Baxter Street (DU-10)
Attachment 3. Offsite Removal Action – 215 Baxter Street (DU-11)
Attachment 4. Offsite Removal Action – 225 Baxter Street (DU-15)
Attachment 5. Offsite Removal Action – 240 Baxter Street (SO-06)
Attachment 6. Offsite Removal Action – 235 Baxter Street (SO-07)
Attachment 7. Offsite Removal Action – 242 Alva Park Drive (AP-01)

Date: October 10, 2023

Introduction

This memorandum (memo) describes the property-specific scopes for surface soil removal action (RA) at seven residential properties north of the former JH Baxter & Co. (Baxter) facility in Eugene, Oregon (Figure 1). The seven properties are presented on Figure 2. The scope of the RA has been determined following offsite sampling activities conducted to characterize polychlorinated dibenzo-p-dioxin and polychlorinated dibenzofuran (PCDD/F) concentrations in surface soils.

Analytical Data

The depth of soil removal at each property has been determined from laboratory analysis of soil samples collected between 2021 and 2023. This data is presented in the Offsite Investigation Report (GSI, 2023a).

Removal Action Scope

The scope and procedures for completing the RA are provided in the RA Work Plan (GSI, 2023b). In general, the RA scope includes removing up to two feet of soil from identified residential yards. It also includes moving temporary features, structures no longer needed, or relocatable or replaceable structures to access soil underneath. Where fixed features, such as foundations, driveways, and paved pads, are present, surface soil will be removed up to edge of these features. Excavation offsets are provided in the attached standard detail drawing (Figure 3), where necessary.

Import material will include topsoil, general fill, and ¾-inch-minus gravel. Topsoil generally has higher organic content and is essential to promote vegetative growth. Topsoil will be used to replace soil removed from the top 6-inches (0-6 inches below ground surface [bgs]). General fill contains less organic material and is more compactable than topsoil. For replacing soil from 6 to 12 inches bgs, either topsoil or general fill dirt may be used. General fill will be imported to replace soil deeper than 12 inch bgs in removal areas with deeper excavations. Residents have requested import gravel fill in areas used for storage or as additional parking areas. ¾-inch gravel is readily available and a standard compactable gravel used for base course, roadways, and gravel parking areas. Gravel may be imported for areas requesting gravel fill for depths up to 12-inches bgs. Deeper than 12-inches bgs will require fill dirt as mentioned above. Detail 4 on Figure 3 presents the various surface restoration scenarios.

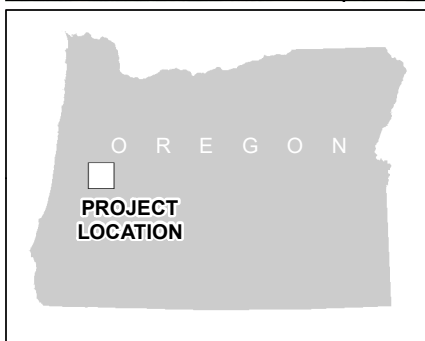
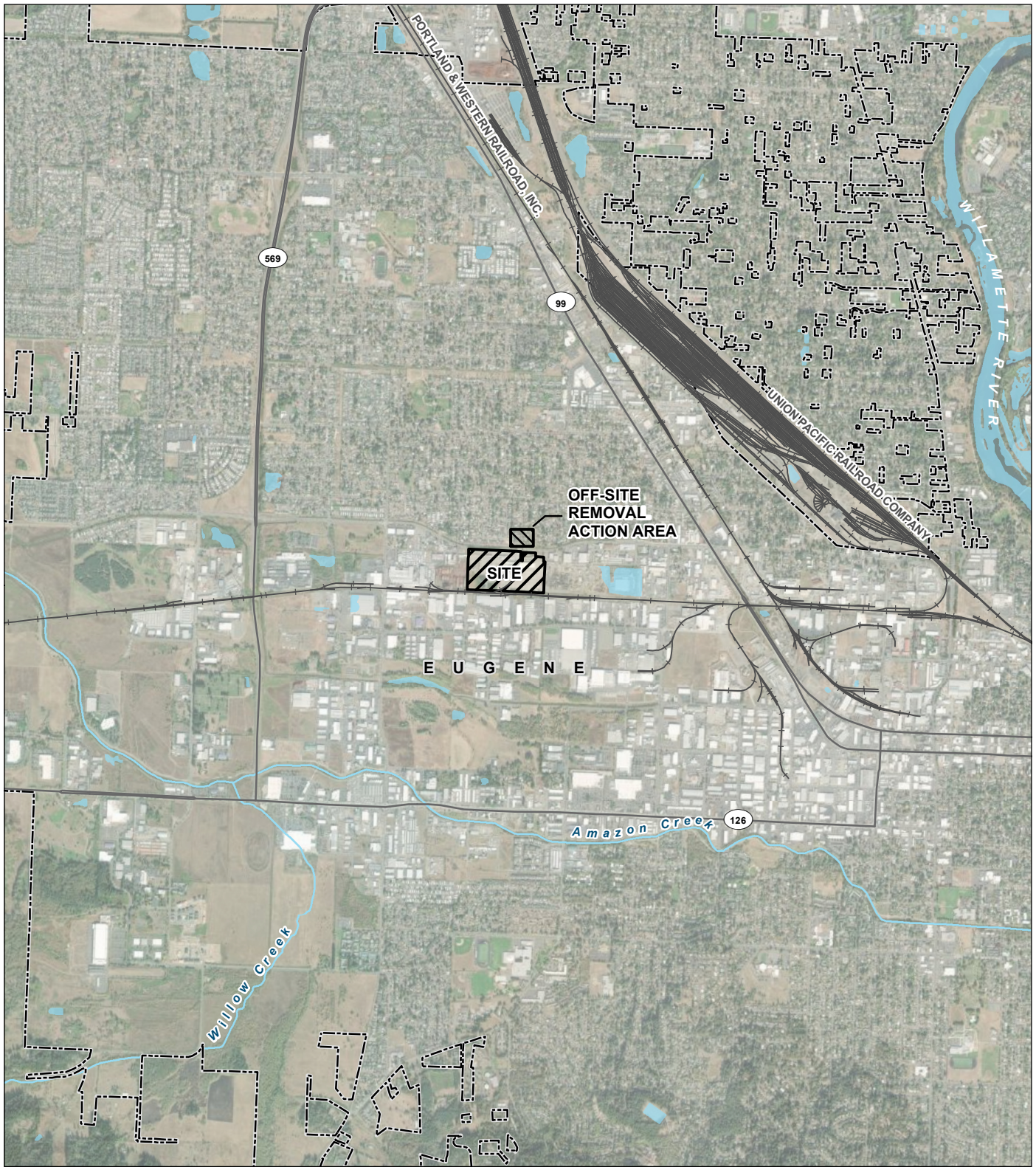
Import soil sources have been identified and tested for contaminants of concern, including PCDD/F, to provide the earthwork contractor with pre-approved backfill soil sources for the RA. DEQ has entered into an agreement with Lane County to provide approximately 400 cubic yards of clean soil generated during a wetland mitigation project near Short Mountain Landfill in Eugene, Oregon. The soil generated by Lane County is considered topsoil for the purposes of this RA but will only be available prior to the start of the rain season so will likely be unavailable for residential backfill. Regardless, additional backfill sources would be needed and DEQ has approved a general fill source from Lane Forest Products and Rexus described as Loam, a topsoil source from Rexus described as Primary Soil, and a topsoil source from Delta Sand & Gravel described as Screened Loam, which would require a 25% blend of Rexus Primary Soil to increase organic content.

Specific RA details pertaining to each of the seven residential properties and the removal scope for each of these properties are included as attachments to this memo.






References:

GSI. 2023a. Offsite Investigation Report, Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. June 2023.

GSI. 2023b. Offsite Removal Action Work Plan, Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. August 2023.



LEGEND

-  City Boundary
-  Railroad
-  Major Road
-  Watercourse
-  Waterbody

NOTE

1. Subcontractor will be working at the Off-Site Removal Action Area only. "SITE" here refers to the Baxter Facility site.

Date: July 17, 2023

Data Sources: BLM, ESRI, ODOT, USGS, Maxar Imagery (2021), City of Eugene

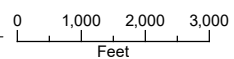
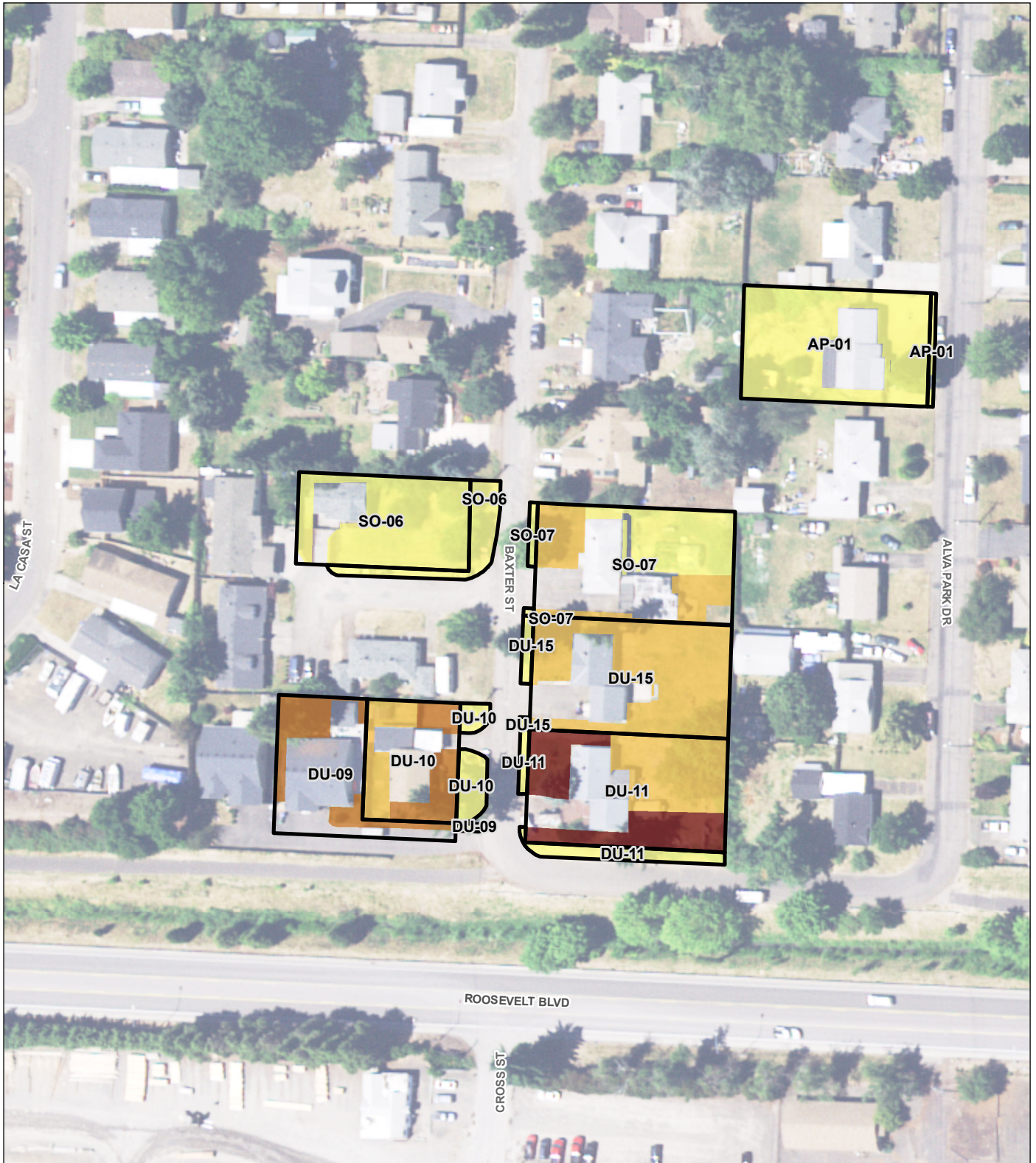


FIGURE 1
Vicinity Map
 Off-Site Removal Action





LEGEND






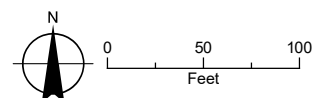
-  Decision Unit
- Surface Soil Removal Depth**
-  6-inch
-  12-inch
-  18-inch
-  24-inch

FIGURE 2
Surface Soil Removal Action Depths
 Former JH Baxter & Co. Facility
 Removal Action Work Plan
 Eugene, OR



Date: October 10, 2023
 Data Sources: BLM, ESRI, ODOT,
 USGS, Aerial Photo 2019, City of Eugene

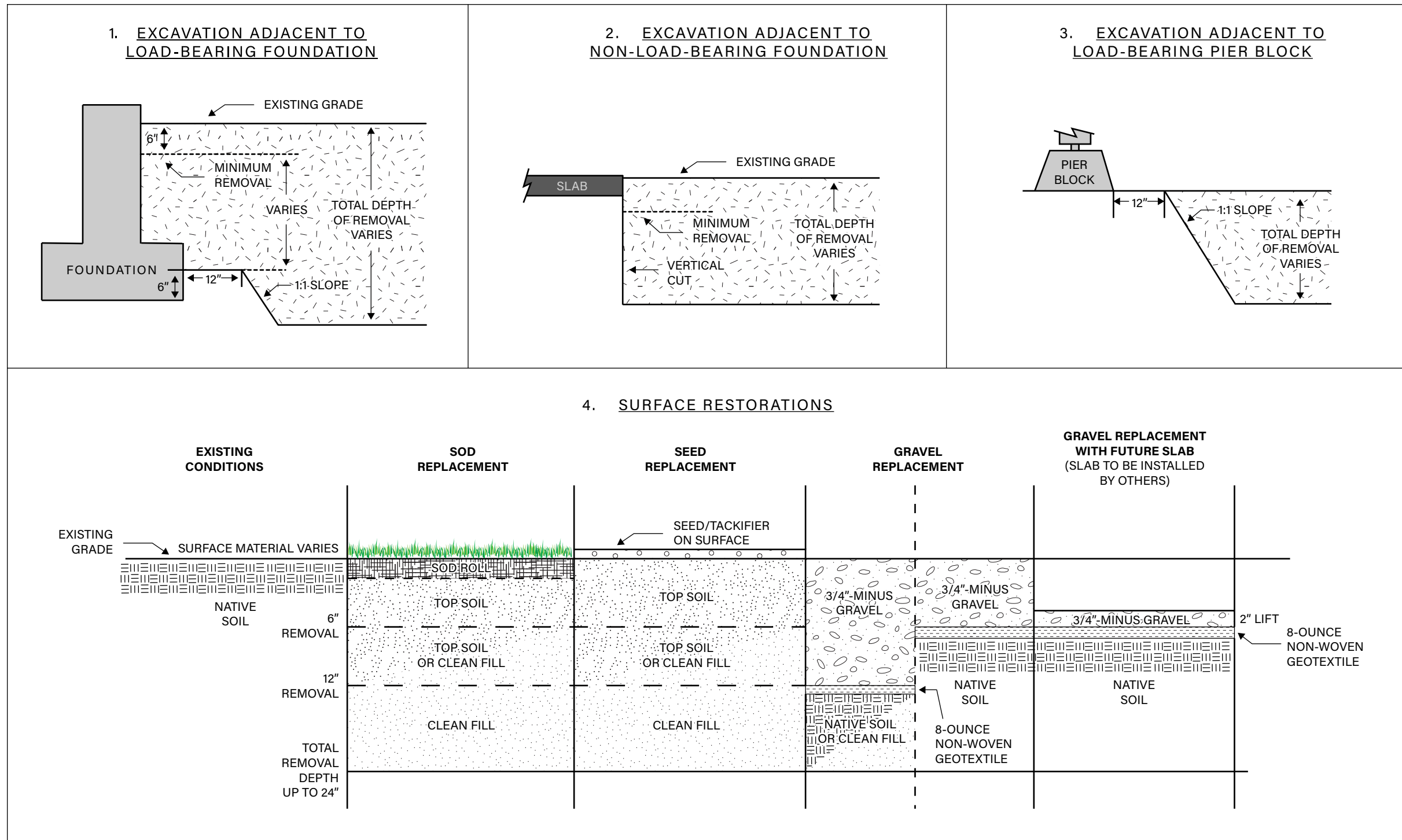


FIGURE 3

Excavation Details

Former J.H. Baxter & Co. Facility Removal Action Plan
Eugene, Oregon

NOTES

Soil descriptions are included in the 2023 Offsite Removal Action Scope Memorandum



Attachment 1 - Offsite Removal Action – 210 Baxter Street (DU-09)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 210 Baxter Street in Eugene, Oregon (see Figures 1 and 2 of the memo). This property is included in the 2023 offsite soil removal action (RA) being conducted by Oregon Department of Environmental Quality (DEQ). Excavation details for the RA are shown on Figure 3 of the memo. Current conditions and soil removal depths are presented on Figure A1-1. The restoration plan (Figure A1-2) presents the finish surfaces and planting plan for the property.

DU Description: 210 Baxter Street in Eugene, Oregon, has been given the designation of Decision Unit 9 (DU-09). The boundaries of the DU are defined as Lane County tax lot 5602 (Figures A1-1 and A1-2). DU-09 contains a single-story residential structure and an asphaltic concrete shared driveway with the 216 Baxter Street residence. A thin strip of grass is located along the edge of the shared driveway leading to the residence. This DU also includes a concrete-paved side yard (east side) that leads to a concrete slab patio and an alternative dwelling unit (ADU) in the backyard. The ADU is constructed on pier blocks and will remain in-place during the RA. A small above-ground wooden deck is located behind the ADU that spans to the back fence. This wooden deck will be removed and disposed of during the RA and not replaced. The backyard contains a small, prefabricated shed that will be removed and disposed of during the RA and not replaced. Two significant trees in the backyard have been removed by a vegetation clearing firm prior to completing the RA, but stumps and roots remain that will need removed to reach the excavation depth. A utility pole is also located in the northeast corner of the DU. GSI Water Solutions, Inc. (GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023, to discuss the removal and/or replacement of vegetation, the owner's preference for removing structures from the DU prior to soil removal, and preferred replacement surface material (i.e., sod, seeding, gravel).

Excavation: Excavation is to 1.5 feet (18 inches) below ground surface (bgs) across the entire DU where pavement or asphaltic concrete is not present. Excavation of six inches will be completed within the City ROW adjacent to the DU (Figure A1-1). The following slope protections will be implemented when excavating near surface structures.

- The top six inches of soil will be removed across the entire extent of the DU regardless of whether the boundary is adjacent to a structure, public roadway, driveway, or utility. However, excavations adjacent to power poles must comply with the requirements of the utility provider. There is an exception for excavating adjacent to the ADU pier blocks described below.
- For excavations adjacent to non-load bearing permanent structures (i.e., concrete pads, fence posts, driveways), the excavation will be completed vertically to the target depth of the RA, unless otherwise determined unsafe by the earthwork subcontractor or GSI. This includes concrete pads that support HVAC systems.

- Excavations adjacent to structural foundations will be excavated to a minimum of 6-inches bgs at the foundation. The depth of the foundation will be determined by the earthwork subcontractor. Soil removal along the foundation will continue to approximately 6-inches above the bottom of the foundation footing, or the bottom extent of the RA, whichever is shallower. Once 6-inches above the base of the foundation, and if necessary, the excavation will be stepped out 1 foot before sloping or benching the excavation at a 1 foot horizontal to 1 foot vertical (1:1) slope to the total depth of excavation (Figure 3).
- DU-09 includes a permanent residential outbuilding that is constructed on pier blocks placed on the ground surface. The identified structure is not planned to be moved or deconstructed. Due to safety concerns, soil removal will not be completed up to the pier blocks or under the structure. Excavation will begin one foot away from the pier blocks or parallel to the outer edge of the structure at this boundary and completed to the depth requirement of the RA.

Vegetation: Two significant trees were identified by GSI's arborist consultant. These include two large evergreen trees (Douglas fir, and Coastal redwood) in the backyard. While a vegetation clearing contractor removed these trees, stump removal will be a requirement of the excavation contractor. The stumps and root structures of these trees will be removed during the RA to reach excavation depth. This DU also contained significant blackberry brambles and young walnut trees. These were removed, with the exception of the stumps and root matter. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

A decorative plum tree was removed from the front yard prior to the RA. This tree will be replaced by the earthwork contractor or their landscape subcontractor during site restoration. The contractor will replace the decorative plum with similar stock (or as large as is readily obtainable) as part of the restoration planting.

Structures: A prefabricated metal shed is located in the backyard. A small deck is located behind the ADU. The shed and deck will be removed and disposed of to perform soil removal and replacement will not be required for either structure. An overhead covering exists between the residence back door and the outbuilding. If removal of the covering is required to perform work, the covering shall be re-constructed or replaced in like-kind. Wooden privacy fence dividing the front and backyards along the west side of the DU should be removed to provide access to the backyard and to access soil along the fence line. Further, excavation shall be performed to the property boundaries and may require additional fencing removal to complete excavation activities. Fencing will be replaced in like-kind, if removed.

Access: The front yard of the DU is accessible from the shared driveway. The backyard is completely fenced in and accessible through an approximately 8-foot-wide double swinging gate along the east side of the DU leading to a paved side yard; however, this side of the DU is paved. Access to the non-paved backyard is provided by an approximately 6-foot wide fence with 2.5-foot-wide gate on the western side of the property. The front-facing fence along the western side will require removal to complete soil excavation.

As the neighboring property to the east (DU-10) is proposed for removal at the same time as DU-09, the chain link fence along the driveway and front yards should be removed to access soil to the full depth along the property line. All fencing will be replaced in like-kind,

Utilities: Figure A1-1 shows the approximate location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to removal activities. The following descriptions are derived from observations made during visits to the property.

Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if

damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

- **Electricity.** Electricity is provided from the utility pole in the backyard. Electricity conveyance from the power pole to the residence is underground. Several wires can be observed descending the pole and transitioning underground. A utility box is also located in the backyard near the power pole.
- **Communication.** Communication lines are present overhead extending from the utility pole to the north of the property to the western peak of the roofline. Additional communication lines may be present underground, if so, they likely follow the same route as electrical lines.
- **Sewer.** A sewer cleanout is located within the shared driveway. Service line location is unknown.
- **Stormwater.** Three roof drains have been observed conveying stormwater underground. A segment of roof drainpipe can be observed along the western foundation. Stormwater is likely conveyed to the front yard. It is unknown if stormwater is combined with sewer or infiltrates.
- **Water.** A water meter has been observed at the entrance to the shared driveway along Baxter Street. Service line location is unknown.
- **Natural Gas.** No gas utilities or service meters were observed but should be confirmed.
- **Overhead Utilities.** While electricity is provided underground to the residence, a utility pole is located on the property. This pole is one in a series of utility poles that pass along the northern DU boundary. Numerous overhead lines are present above the DU at the northern DU boundary. Excavation work near the utility pole must be performed in consultation with the utility provider.

Surface Restoration: The surface restoration has been determined in consultation with the property owner. The surface will be finished with sod for a majority of the DU. The exceptions are the northeast corner of the backyard behind the ADU (currently covered by a deck), the small area at the northeast corner of the property where the utility pole is located, and the thin strip along the driveway, which shall be finished with no less than 6 inches of $\frac{3}{4}$ -inch minus crushed gravel compacted to a non-yielding state underlain by a minimum of 8 oz non-woven geotextile. See Detail 4 on Figure 3 and Figure A1-2 for surface restoration details.

A decorative plum (*Prunus*) will be planted in the front yard, where shown on Figure A1-2. This tree will be a direct replacement for a tree that was removed prior to the RA. The replacement tree will measure approximately 7 feet tall with a crown spread of 8 feet (or as close in size as obtainable).

Special Conditions: There is a residential ADU in the backyard and a porch in the front yard that are constructed on concrete piers. These structures will not be moved to access soil beneath.

DU-09 contains areas of soil to be removed adjacent to the residential outbuilding that are 3-feet wide (or less) by approximately 25 feet long. A utility pole and underground power utilities are located in the northeast corner of the property. This area may need to be excavated in consultation with the utility provider to ensure that electricity is safely managed and no underground utilities interfere with the soil removal.

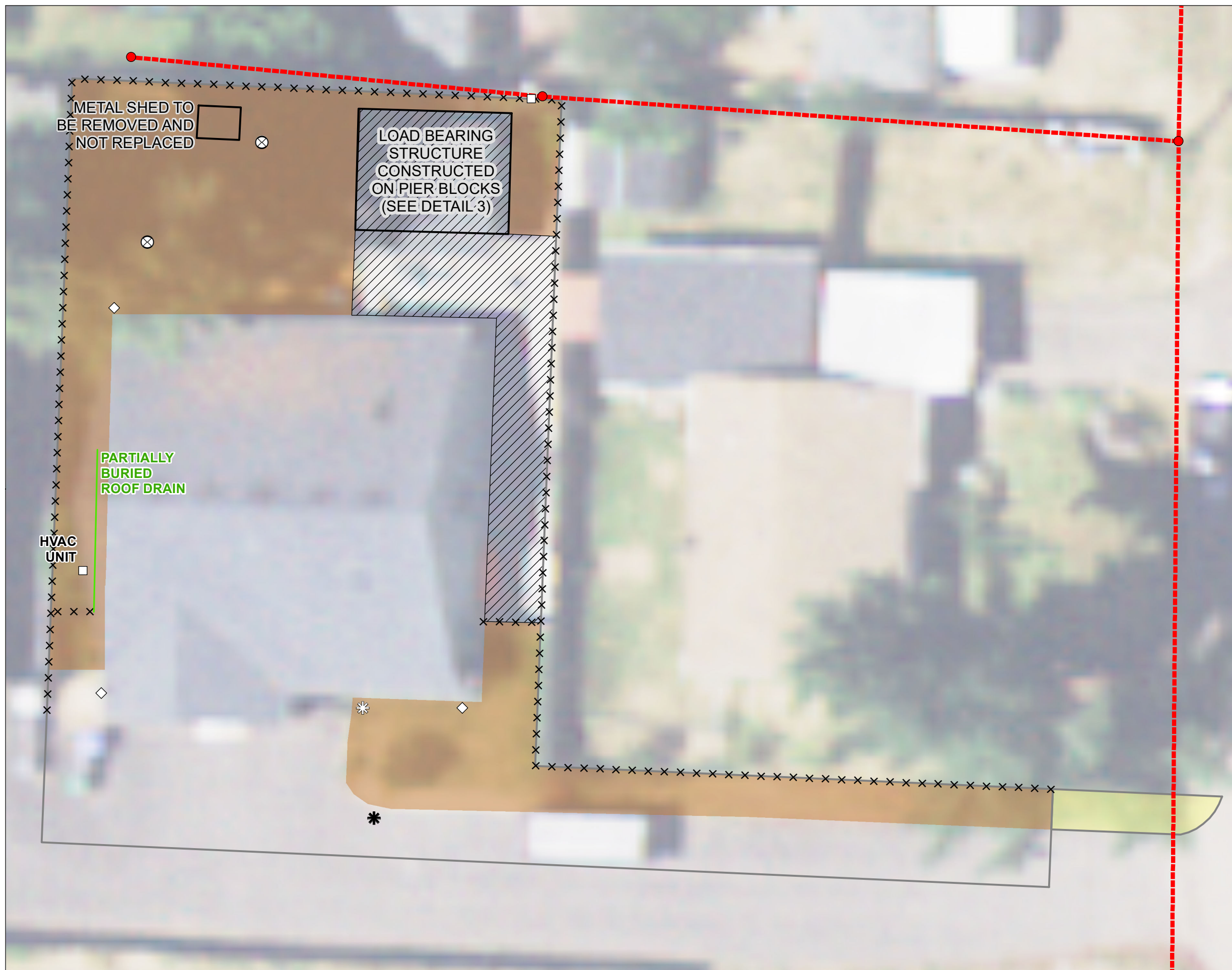
Excavation within the southeast corner of the DU near Baxter Street is within the critical root zone of a large Douglas fir tree within the City of Eugene (City) right-of-way (ROW) that will be retained. A City urban forester will be onsite at the beginning of excavation of this property. Excavation in this area will be completed with care in accordance with the City urban forester's recommendations. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved methods. No heavy equipment should be operated or staged within this area, unless approval for tree removal is obtained by the City forester. After the excavation, the exposed roots should be covered as soon as possible either with a tarp, burlap, mulch, or new soil and moisture shall be maintained on the roots. New topsoil should be added within a couple of days.

Soil removal within the City ROW will be completed to a 6-inch depth as shown on Figure A1-1.

Estimated Areas: The estimated surface area of exposed soil identified for removal is 2,250 square feet. This does not include any hardscape or immovable structures within the DU. The estimated volume of soil removal is 125 in-place cubic yards.

- **Sod Surface.** The majority of the DU will be finished with sod. The estimated area of sod is 1,810 ft².
 - **Gravel Surface.** Portions of the DU will be surface finished with ¾-inch minus crushed gravel. The estimated area of gravel is 440 ft².
-

FIGURE A1-1
210 Baxter Street (DU-09)
 Current Conditions and
 Soil Removal Depth

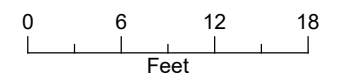
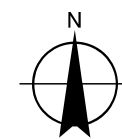


LEGEND

- Property of Interest
- × × Fence
- ⊗ Tree Stump (>12" diameter) to be Removed
- Surface Soil Removal Depth**
- 6-inch
- 18-inch
- ▨ Hardscape or Structures. No Removal
- Utilities**
- Power/Utility Pole
- * Sewer Cleanout
- ⊗ Unidentified Utility Cleanout
- ◇ Roof Drain (discharging underground)
- Unidentified Utility Box
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

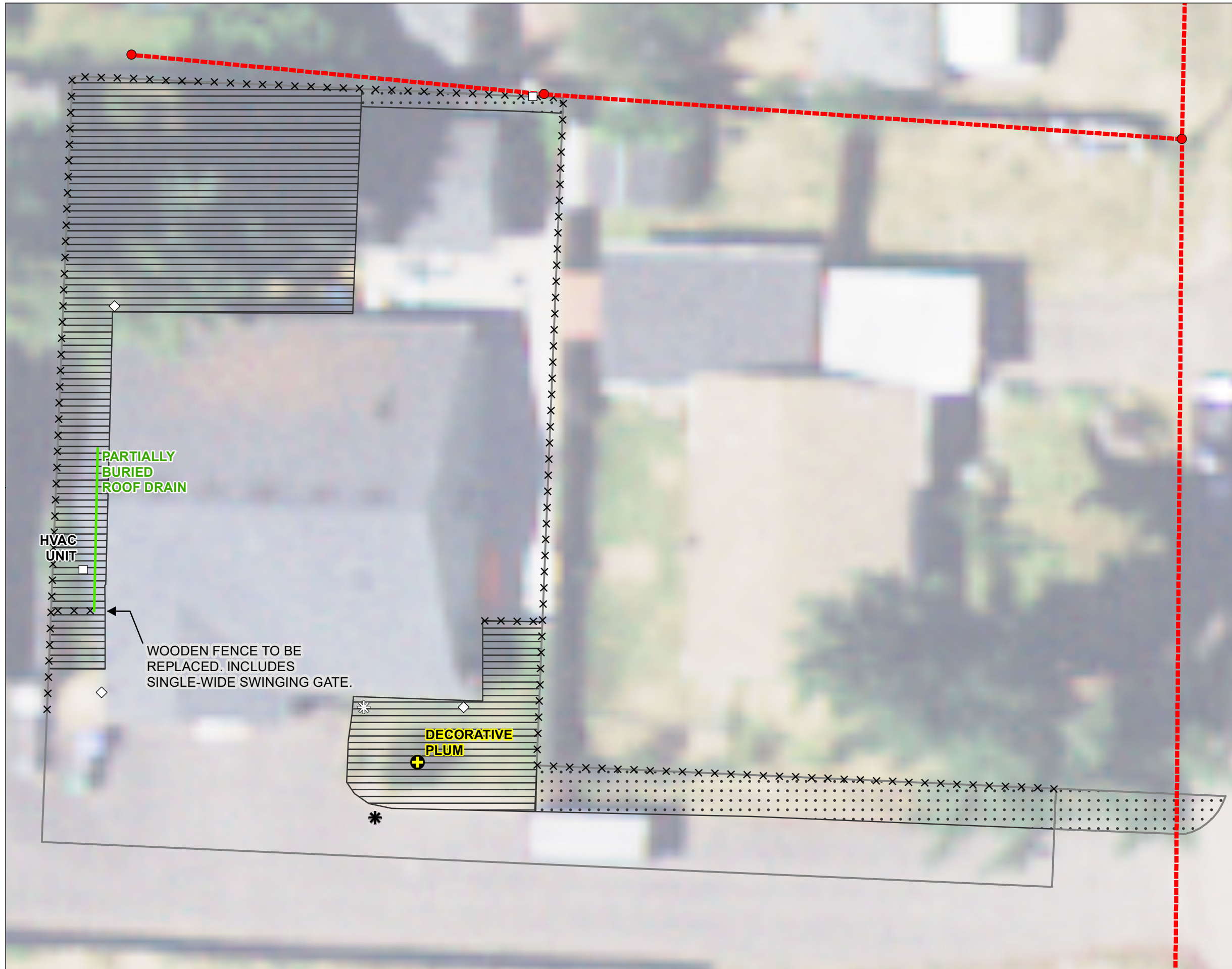
NOTES

1. Where shown, underground utility locations are estimated and actual locations must be confirmed by the earthwork contractor prior to ground disturbing activities. If a particular utility is not shown on the figure, the contractor must still confirm whether the utility is present. Failure to locate a buried utility is not justification for a change condition.
2. See Figure 3 for excavation details.



Date: September 19, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)

FIGURE A1-2
210 Baxter Street (DU-09)
 Restoration Plan



LEGEND

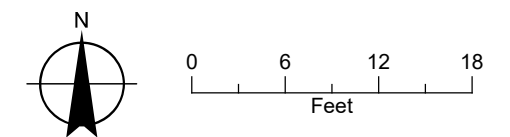
- Property of Interest
- ⊕ Tree or Shrub to be Planted
- × × Fence
- Finished Surface**
- ▨ Sod Surface (1,800 square feet)
- ◻ Gravel Surface (500 square feet)
- Utilities**
- Power/Utility Pole
- * Sewer Cleanout
- ⊛ Unidentified Utility Cleanout
- ◇ Roof Drain (discharging underground)
- Unidentified Utility Box
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

210 Baxter Street (DU-09)

Scientific Name	Common Name	Approximate Size
Prunus	Decorative Plum	15-gallon

NOTES

1. Any removed utilities shall be restored to pre-construction location and depth. All utility lines replaced shall included a tracer wire (if non-metallic) and the proper utility marking tape above the line. Utility lines shall be bedded with a minimum of 3" of sand and no less than 1-foot wide trenches with 6-inches of sand over the utility line, or as specified by the utility provider or approved by DEQ.
2. Trees, shrubs, and decorative plants to be replaced shall be of like kind, or as large of stock as is readily available.



Date: September 19, 2023
 Data Sources: BLM, ESRI, ODOT, USGS, OSIP Imagery (2018)



Attachment 2 - Offsite Removal Action – 220 Baxter Street (DU-10)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 220 Baxter Street in Eugene, Oregon (see Figures 1 and 2 of the memo). This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Excavation details for the RA are shown on Figure 3 of the memo. Current conditions and soil removal depths are presented on Figure A2-1. The restoration plan (Figure A2-2) presents the finish surfaces and planting plan for the property. **DU Description:** 220 Baxter Street in Eugene, Oregon, has been given the designation of Decision Unit 10 (DU-10). The boundaries of the DU are defined as Lane County tax lot 5501 (Figures A2-1 and A2-2). DU-10 includes an asphaltic concrete driveway connecting Baxter Street with a carport attached to a single-story residential structure. The DU includes a shed and pergola in the backyard near the northwest corner of the property that will be removed and disposed or recycled during the RA and not replaced. A lean-to cover has been erected along the west side of the house and is connected to the western fence of the DU. This covered area has gates on either side. Soil within the covered area will be removed during the RA. The overhead cover and/or gates may need to be temporarily removed to access soil under the covered area. These will be replaced during site restoration. A chain-link fence divides the front and back yard on the south side of the residence. This fence will be removed during the RA and not replaced. A large fir tree is located within the Baxter Street City of Eugene (City) right-of-way (ROW). This tree will be protected during the RA (see Special Conditions below). A utility pole is also located within the ROW near the northeast corner of the DU. GSI Water Solutions, Inc. (GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023, to discuss the removal and/or replacement of vegetation, the owner's preference to removing structures from the DU prior to soil removal, and discuss preferred replacement surface material (i.e., sod, seeding, gravel).

Excavation: Excavation is to 1.5 feet (18 inches) below ground surface (bgs) in the front yard and 1.0 foot (12 inches) bgs in the backyard where pavement or asphaltic concrete is not present. Excavation of six inches will be completed within the City ROW adjacent to the DU (Figure A2-1). The following slope protections will be implemented when excavating near surface structures.

- The top six inches of soil will be removed across the entire extent of the DU regardless of whether the boundary is adjacent to a structure, public roadway, driveway, or utility. However, excavations adjacent to power poles, the contractor will must comply with the requirements of the utility provider.
- For excavations adjacent to non-load bearing permanent structures (i.e., concrete pads, fence posts, driveways), the excavation will be completed vertically to the target depth of the RA unless otherwise determined unsafe by the earthwork subcontractor or GSI. This includes concrete pads that support HVAC systems.
- Excavations adjacent to structural foundations will be excavated to a minimum of 6-inches bgs at the foundation. The depth of the foundation will be determined by the earthwork subcontractor. Soil removal along the foundation will continue to approximately 6-inches above the base of the foundation footing, or

the bottom extent of the RA, whichever is shallower. Once 6-inches above the base of the foundation, and if necessary, the excavation will be stepped out 1 foot before sloping or benching the excavation at a 1 foot horizontal to 1 foot vertical (1:1) slope to the total depth of excavation (Figure 3).

Vegetation: One significant tree was identified by GSI's arborist consultant, the large Douglas fir that is within the City's ROW. This tree will be protected during the RA. This DU contained rose bushes, young walnut trees, and other shrubs that have been removed, with the exception of the stumps and root matter. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

A Japanese maple, four rose bushes, and a lilac bush will be replaced during site restoration with similar stock (or as large as is readily obtainable) as part of the restoration planting.

Structures: Wooden fencing will be removed to provide access to the northside backyard. Fencing will be replaced in like-kind. Further, excavation shall be performed to the property boundaries and may require fencing removal to complete excavation activities. A wooden shed is located in the backyard and will be removed and disposed to perform soil removal. Replacement will not be required. A small pergola is located on the north side of the house near the shed. The pergola will be removed and disposed and not replaced. A covered storage area is located along the west side of the residence. This covered area contains chain-link gates on either end. Soil within this covered area will be removed. The gates and/or the covered structure may need to be removed to access the soil. Gates and/or cover will be replaced if removed. A chain-link fence approximately 10 feet wide is located along the southern property, which will be removed to provide access to the backyard and replacement will not be required.

Access: The front yard of the DU is accessible from Baxter Street. The backyard is completely fenced in and accessible through an approximately 12-foot-wide wooden fence along the north side of the DU. The fence will be removed to provide access to the backyard. This fence will be replaced in like-kind. Access to the south side of the backyard is through an approximately 10-foot wide chain link fence. This fence will be removed at the request of the property owner and not replaced.

Utilities: Figure A2-1 shows the approximate location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to removal action. The following descriptions are derived from observations made during visits to the property. Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

Electricity. Electricity to the residence is provided overhead directly from the utility pole adjacent to the property.

- **Communication.** Communication lines are located overhead extending to the residence from the utility pole adjacent to the property.
- **Sewer/Stormwater.** Previous utility locating services identified two sewer/stormwater lateral lines crossing the property. It is unknown if both of these lines service the property.
- **Water.** A water meter is located within the ROW roughly in line with the front door. Service line location is unknown.
- **Natural Gas.** A natural gas service meter is located near the front door of the residence. The natural gas lateral line was marked as extending towards Baxter Street from the service meter.
- **Overhead Utilities.** The utility pole located adjacent to the property distributes power and communication lines to multiple residences. Numerous overhead utility lines emanate from this pole especially along the east and north property boundaries.

Surface Restoration: The surface restoration has been determined in consultation with the property owner. The surface finish will be seeded with a micro-clover lawn alternative over topsoil for a majority of the DU. The exceptions are the northeast quadrant of the property that is used for RV storage, a 2-foot-wide strip along the north side of the residence for a pathway, a small covered area that is used for outdoor storage, and the City ROW where no less than 6 inches of ¾-inch minus crushed gravel compacted to a non-yielding state underlain by a minimum of 8 oz non-woven geotextile will be placed. See Detail 4 on Figure 3 and Figure A2-2 for surface restoration details.

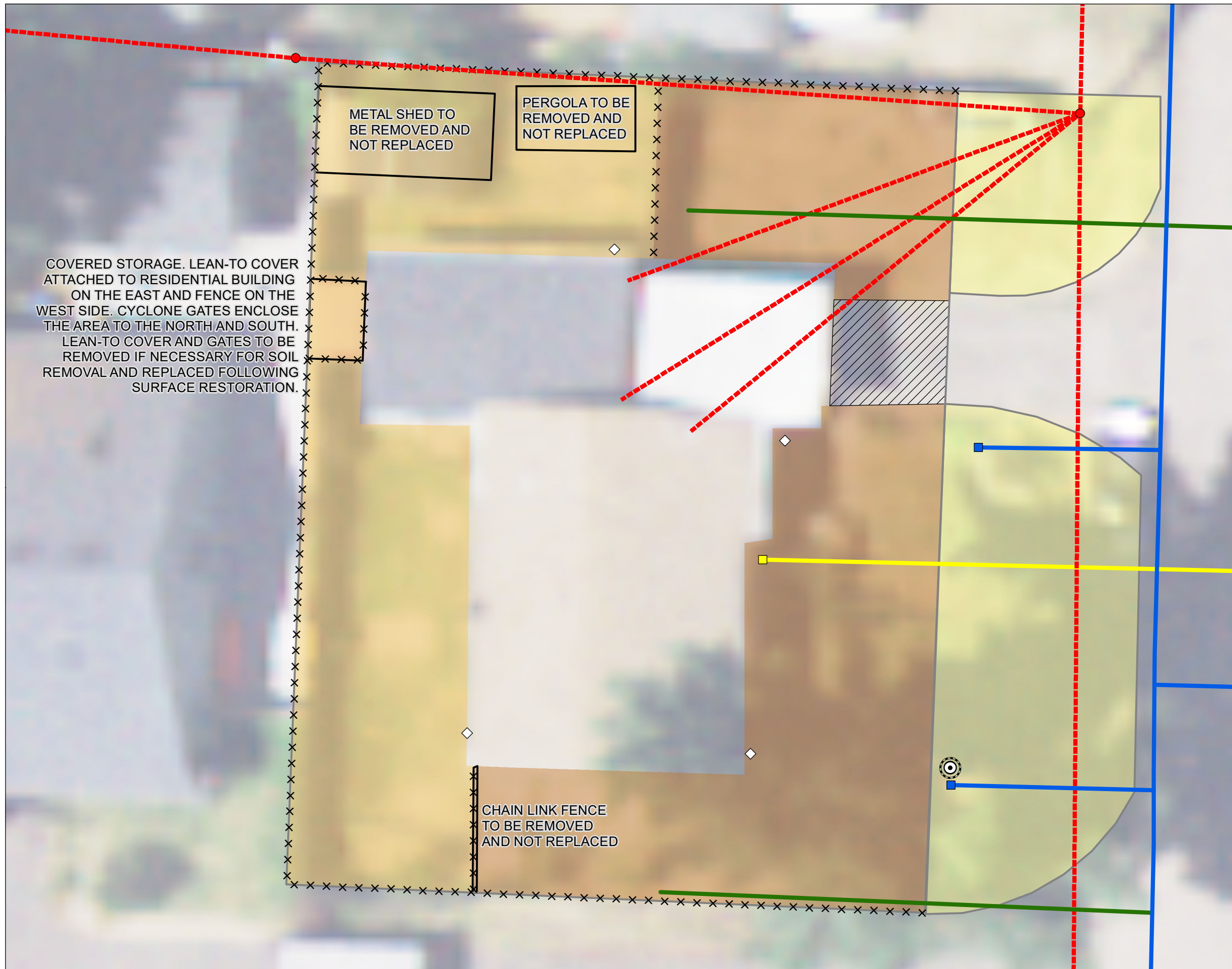
A red Japanese Maple (*Acer palmatum*) will be planted during site restoration. This tree will be a direct replacement for a tree that was removed prior to the RA. The replacement tree will measure approximately 2-inch diameter trunk, 3 feet tall with a crown spread of 3 feet (or as close in size as is readily obtainable). Four rose bushes and a lilac bush will be planted as part site restoration where shown on Figure A2-2.

Special Conditions: Excavation within the east side of the DU is within the critical root zone of a large Douglas fir tree with a diameter of 47", height of 85', and a crown spread of 40'. This tree is within the ROW and will be protected during the RA. A City urban forester will be onsite at the beginning of excavation of this property. Excavation in this area will be completed with care in accordance with the City urban forester's recommendations. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved methods. No heavy equipment should be operated or staged within this area unless tree removal is approved by the City forester. After the excavation and prior to backfilling, the exposed roots should be covered as soon as possible either with a tarp, burlap, mulch, or new soil and moisture shall be maintained on the roots. New topsoil should be added within a couple of days. Figure A2-1 shows the location of this protected tree.

A lawn alternative micro-clover seed mix, tackifier, and fertilizer will be applied over the topsoil in accordance with supplier recommendations. **Estimated Areas:** The estimated area of exposed soil identified for removal is 4,970 square feet. This does not include any hardscape or immovable structures within the DU. The estimated volume of soil removal is 160 in-place cubic yards.

- **Seeded Surface.** The majority of the DU will be finished with seed. The estimated area of seeding is 2,890 ft².
- **Gravel Surface.** Portions of the DU will be surface finished with ¾-inch minus crushed gravel. The estimated area of gravel is 2,090 ft².

FIGURE A2-1
220 Baxter Street (DU-10)
 Current Conditions and
 Soil Removal Depth

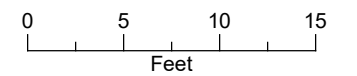
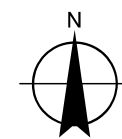


LEGEND

- Property of Interest
- × × Fence
- ⊙ Tree and Root Structure to be Protected
- Surface Soil Removal Depth**
 - 6-inch
 - 12-inch
 - 18-inches
- ▨ Hardscape or Structures. No Removal
- Utilities**
 - Power/Utility Pole
 - Water Meter
 - Natural Gas Meter
 - ◇ Roof Drain (discharging underground)
 - Natural Gas
 - Overhead Power/Communication Line
 - Sewer Line
 - Stormwater Line
 - Water Line

NOTES

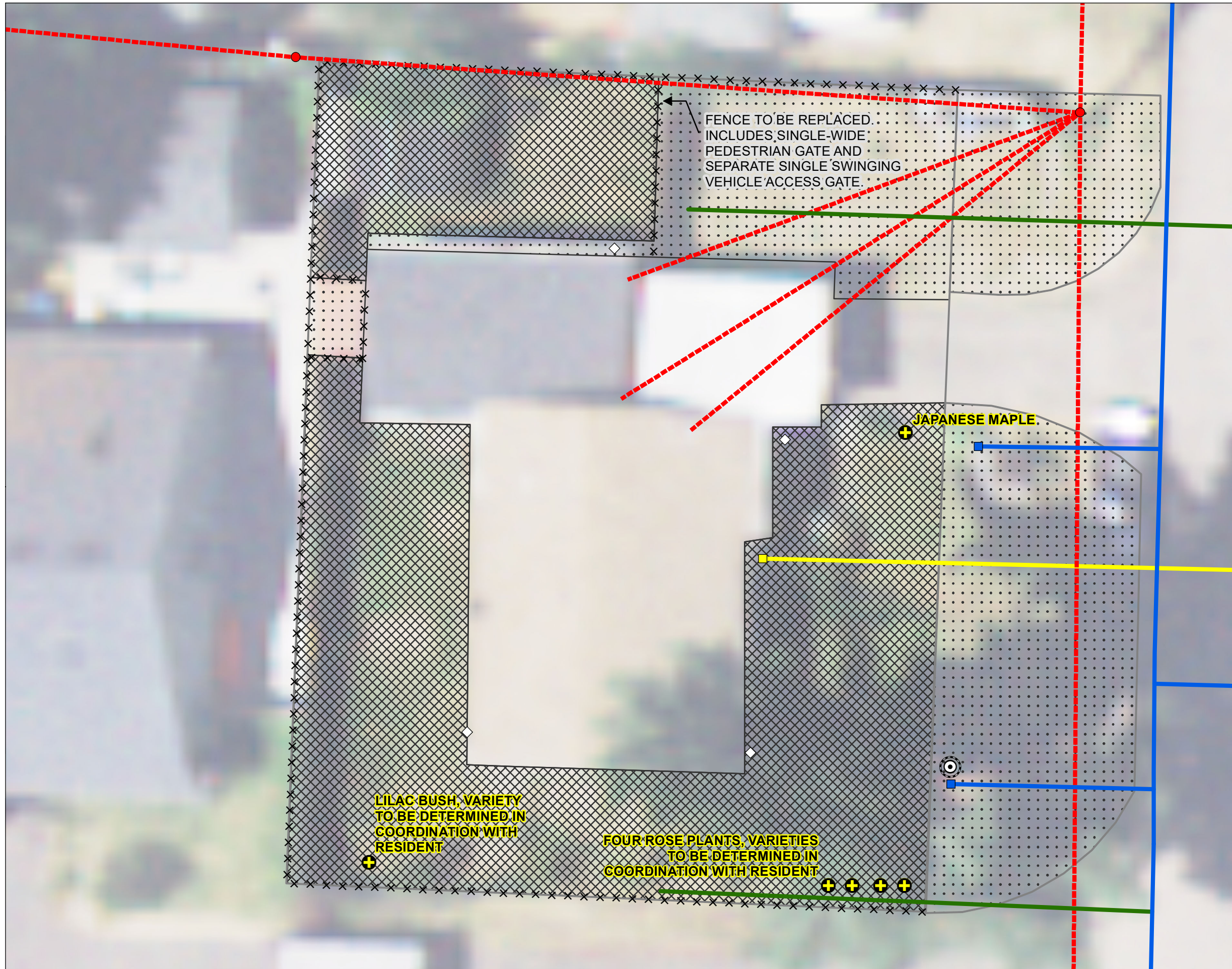
1. Where shown, underground utility locations are estimated and actual locations must be confirmed by the earthwork contractor prior to ground disturbing activities. If a particular utility is not shown on the figure, the contractor must still confirm whether the utility is present. Failure to locate a buried utility is not justification for a change condition.
2. See Figure 3 for excavation details.
3. DEQ has agreed to replace pergola separate from the removal action earthwork scope.



Date: October 12, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)



FIGURE A2-2
220 Baxter Street (DU-10)
 Restoration Plan



LEGEND

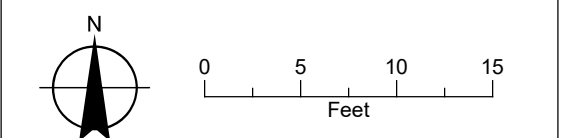
- Property of Interest
- + Tree or Shrub to be Planted
- Tree and Root Structure to be Protected
- X X Fence
- Finished Surface**
- Microclover or microclover/turfgrass blend approved by GSI (2,900 square feet)
- Gravel Surface (2,100 square feet)
- Utilities**
- Power/Utility Pole
- Water Meter
- Natural Gas Meter
- ◇ Roof Drain (discharging underground)
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

220 Baxter Street (DU-10)

Scientific Name	Common Name	Approximate Size
Acer palmatum	Dwarf Japanese Maple	15-gallon
Varies	Four rose bushes and a lilac bush	one-gallon

NOTES

1. Any removed utilities shall be restored to pre-construction location and depth. All utility lines replaced shall included a tracer wire (if non-metallic) and the proper utility marking tape above the line. Utility lines shall be bedded with a minimum of 3" of sand and no less than 1-foot wide trenches with 6-inches of sand over the utility line, or as specified by the utility provider or approved by DEQ.
2. Trees, shrubs, and decorative plants to be replaced shall be of like kind, or as large of stock as is readily available.



ATTACHMENT 3 - Offsite Removal Action – 215 Baxter Street (DU-11)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 215 Baxter Street in Eugene, Oregon (see Figures 1 and 2 of the memo). This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Excavation details are shown on Figure 3 of the memo. Current conditions and soil removal depths are presented on Figure A3-1. The restoration plan (Figure A3-2) presents the finish surfaces and planting plan for the property.

DU Description: 215 Baxter Street in Eugene, Oregon, has been given the designation of Decision Unit 11 (DU-11). The boundaries of the DU are defined as Lane County tax lot 2400 (Figures A3-1 and A3-2). DU-11 contains an asphaltic concrete driveway connecting Baxter Street to a single-story residential structure. DU-11 contains a fully fenced-in backyard and unfenced front yard. Four trees and a concrete slab patio are present within the backyard of the DU. Five significant trees were removed but stumps and roots remain that will need removal to reach the excavation depth. GSI Water Solutions, Inc.(GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023 to discuss the removal and/or replacement of vegetation and discuss preferred replacement surface material (i.e., sod, clover seed, gravel).

Excavation: Excavation is to 2 feet (24 inches) below ground surface (bgs) in the front yard and south side of the backyard. The remainder of the backyard will be excavated to 1 foot (12 inches) bgs where pavement or asphaltic concrete is not present. Excavation of six inches bgs will be completed within the City ROW adjacent to the DU (Figure A3-1). The following slope protections will be implemented when excavating near surface structures.

- The top six inches of soil will be removed across the entire extent of the DU regardless of whether the boundary is adjacent to a structure, public roadway, driveway, or utility.
- For excavations adjacent to non-load bearing permanent structures (i.e., concrete pads, fence posts, driveways), the excavation will be completed vertically to the target depth of the RA unless otherwise determined unsafe by the earthwork subcontractor or GSI. This includes concrete pads that support HVAC systems.
- Excavations adjacent to structural foundations will be excavated to a minimum of 6-inches bgs at the foundation. The depth of the foundation will be determined by the earthwork subcontractor. Soil removal along the foundation will continue to approximately 6-inches above the base of the foundation footing, or the bottom extent of the RA, whichever is shallower. Once 6-inches above the base of the foundation, and if necessary, the excavation will be stepped out 1 foot before sloping or benching the excavation at a 1 foot horizontal to 1 foot vertical (1:1) slope to the total depth of excavation (Figure 3).

Vegetation: Five significant trees were identified by GSI's arborist consultant. These include a large Blue spruce tree in the front yard and a Douglas fir, Black walnut, Bigleaf maple, and English hawthorn in the backyard. While a vegetation clearing contractor removed these trees ahead of the RA, stump removal will be a requirement of the excavation contractor. The stumps and root structures of these trees will be removed during the RA to reach excavation depth. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

Two trees will be replaced during site restoration activities, a black tupelo in front yard and an Oregon white oak in backyard, as shown in Figure A3-2.

Structures: Fencing along the south and north will be removed to provide access to this, and adjacent DUs. Further, excavation shall be performed to the property boundaries and may require additional fencing removal to complete excavation activities, including the removal of gates and gate posts. Fence and gates will be replaced in like-kind, if removed. There are no additional structures present on the property to be removed.

Access: The front yard of the DU is accessible from Baxter Street. The backyard is completely fenced in and accessible through an approximately 8-foot-wide double swinging gate along the south side of the DU. Additional access to the backyard is provided by a 2.5-foot-wide gate on the north side of the property. Access to the backyard and access to the backyard to the north (DU-15) will be thoroughly obtained by at a minimum removing the backyard fence along the south and north sides of the property. All fencing will be replaced in like-kind,

Utilities: Figure A3-1 shows the approximate location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to removal activities. The following descriptions are derived from observations made during visits to the property.

Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

- **Electricity.** Electricity to the residence is provided overhead from the utility pole located across Baxter Street.
- **Communication.** Communication lines are located overhead extending to the residence from a utility pole across Baxter Street.
- **Sewer/Stormwater.** Previous utility locating services identified a sewer/stormwater lateral line crossing the front yard of the property near the northern extent of the residence. The precise service line locations are unknown. City geographic information system (GIS) database indicates that a segment of 12-inch diameter stormwater pipe is present crossing the southern property boundary in the backyard of the DU (Figure A3-1). The segment is not shown to connect to any other service lines.
- **Water.** Previous utility locating services identified a water lateral line crossing the front yard of the property near the front door to the residence. The precise service line locations are unknown.
- **Natural Gas.** A natural gas service meter is located along the southern wall of the residence. The natural gas lateral line was marked as extending towards Baxter Street from the service meter.
- **Overhead Utilities.** A utility pole located adjacent to the property (across Baxter Street) distributes power and communication lines to the property.

Surface Restoration: The surface restoration material is sod for a majority of the DU. The exception is a small triangle of exposed soil along the back side of the residence that will be finished with bare soil. An area south of the asphaltic pavement driveway to the southern property line will be finished with no less than 6 inches of $\frac{3}{4}$ -inch minus crushed gravel underlain by 8 oz non-woven geotextile. This approximately 10-foot strip of gravel will continue along the entire length of the southern fence line from Baxter Street to the east side of the backyard. See Detail 4 on Figure 3 and Figure A3-2 for surface restoration details.

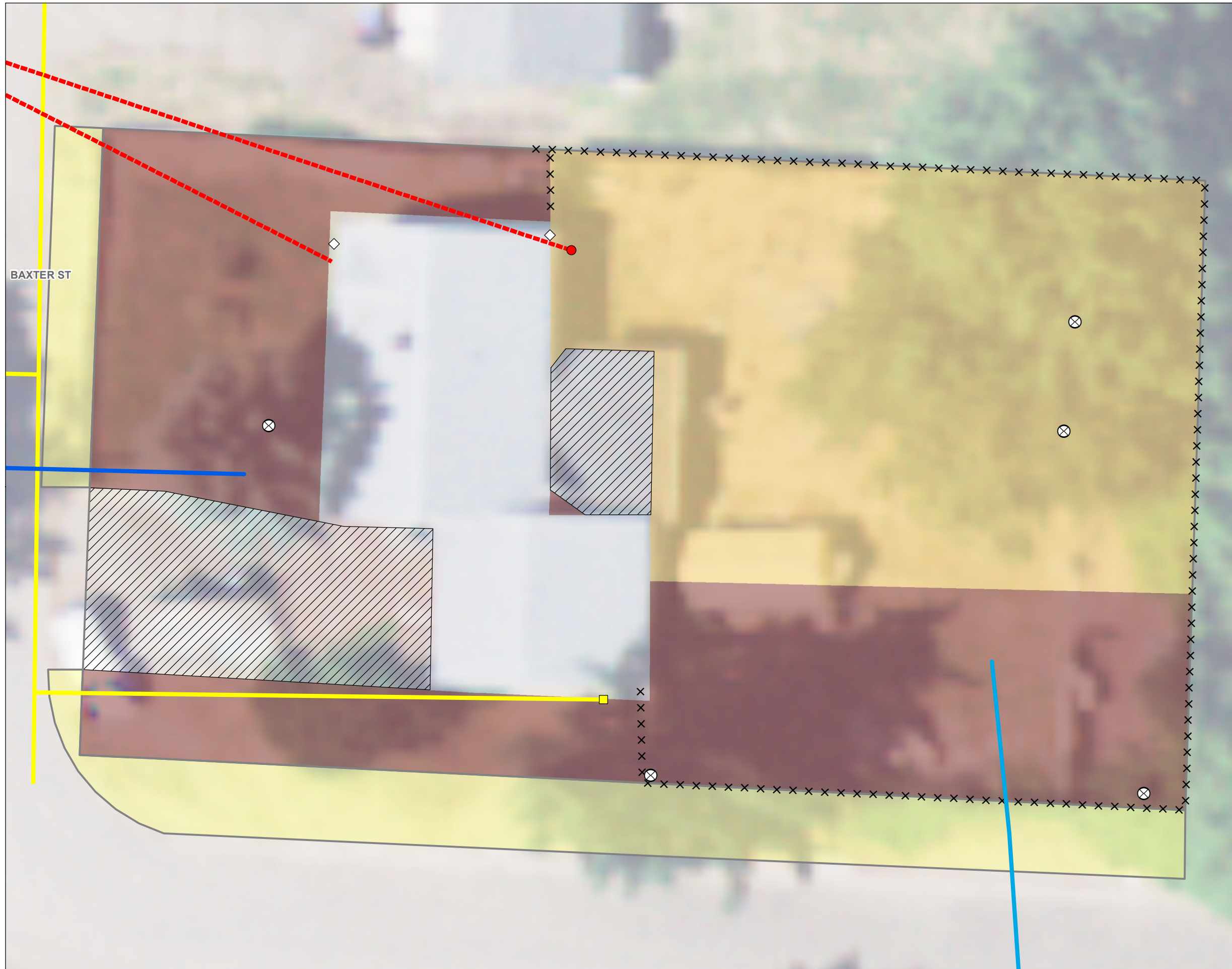
The City of Eugene ROW along Baxter Street and connecting street between Baxter Street and Alva Park Drive will be finished with sod.

Special Conditions: Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA.

Estimated Areas: The estimated area of exposed soil identified for removal is 10,005 square feet. This does not include any hardscape within the DU. The estimated volume of soil removal is 470 in-place cubic yards.

- **Sod Surface.** The majority of the DU will be finished with sod. The estimated area of sod is 9,380 ft².
- **Gravel Surface.** Portions of the DU will be surface finished with $\frac{3}{4}$ -inch minus crushed gravel. The estimated area of gravel is 625 ft².

FIGURE A3-1
215 Baxter Street (DU-11)
 Current Conditions and
 Soil Removal Depth

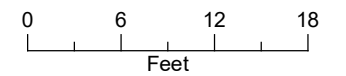
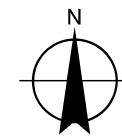


LEGEND

- Property of Interest
- X X Fence
- ⊗ Tree Stump (>12" diameter) to be Removed
- Surface Soil Removal Depth**
- 6-inch
- 12-inch
- 24-inch
- Hardscape or Structures. No Removal
- Utilities**
- Power/Utility Pole
- Natural Gas Meter
- ◇ Roof Drain (discharging underground)
- Natural Gas
- - - Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

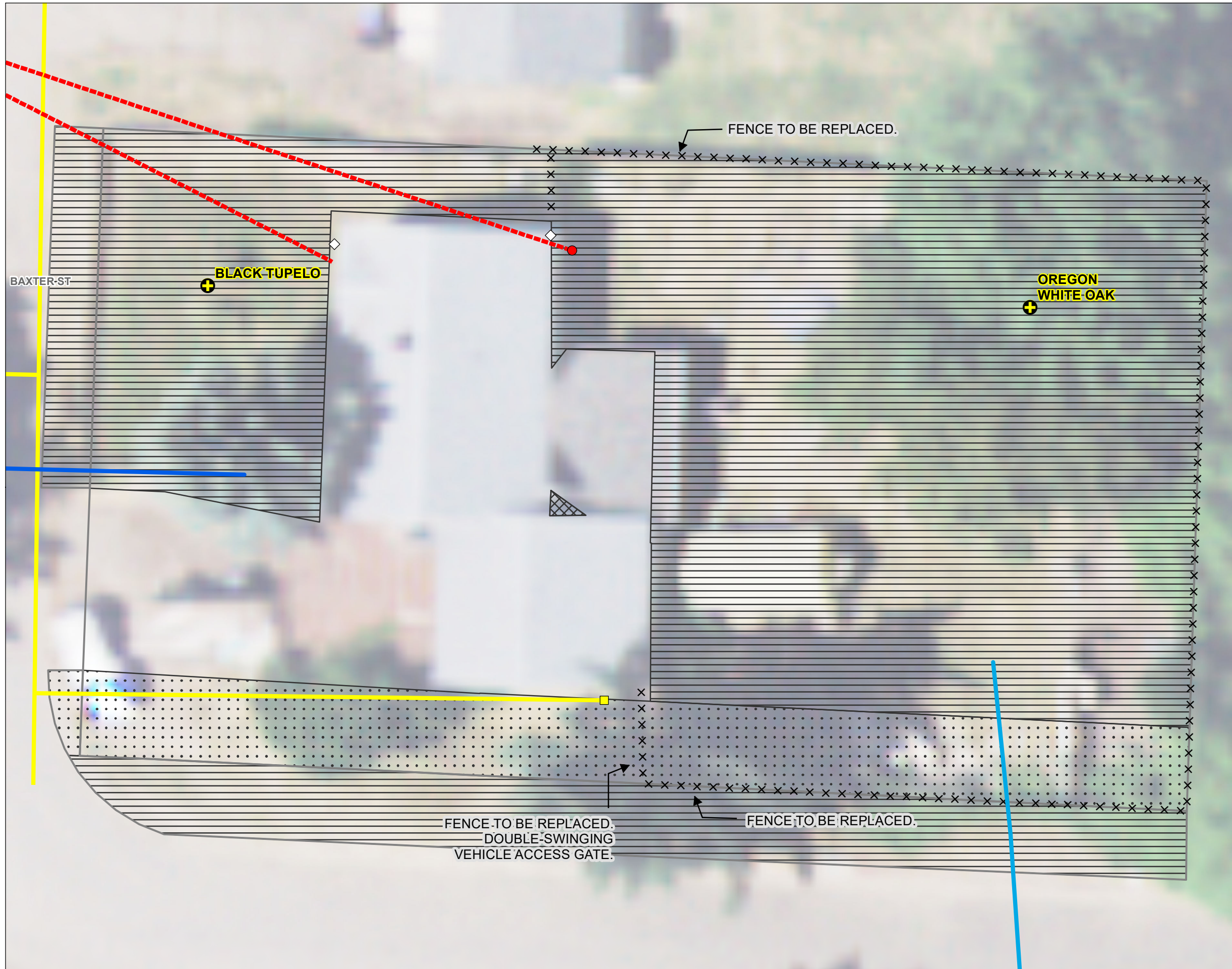
NOTES

1. Where shown, underground utility locations are estimated and actual locations must be confirmed by the earthwork contractor prior to ground disturbing activities. If a particular utility is not shown on the figure, the contractor must still confirm whether the utility is present. Failure to locate a buried utility is not justification for a change condition.
2. See Figure 3 for excavation details.



Date: October 10, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)

FIGURE A3-2
215 Baxter Street (DU-11)
 Restoration Plan



LEGEND

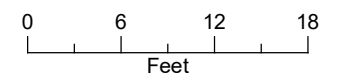
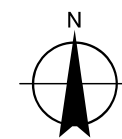
- Property of Interest
- ⊕ Tree or Shrub to be Planted
- × × Fence
- Finished Surface**
- ▨ Bare Soil (7 square feet)
- ▤ Sod Surface (8,400 square feet)
- ▧ Gravel Surface (1,500 square feet)
- Utilities**
- Power/Utility Pole
- Natural Gas Meter
- ◇ Roof Drain (discharging underground)
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

215 Baxter Street (DU-11)

Scientific Name	Common Name	Approximate Size
Quercus garryana	Oregon White Oak	5-gallon
Nyssa sylvatica	Black Tupelo	5-gallon

NOTES

1. Any removed utilities shall be restored to pre-construction location and depth. All utility lines replaced shall included a tracer wire (if non-metallic) and the proper utility marking tape above the line. Utility lines shall be bedded with a minimum of 3" of sand and no less than 1-foot wide trenches with 6-inches of sand over the utility line, or as specified by the utility provider or approved by DEQ.
2. Trees, shrubs, and decorative plants to be replaced shall be of like kind, or as large of stock as is readily available.



Date: October 10, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)

ATTACHMENT 4 - Offsite Removal Action – 225 Baxter Street (DU-15)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 225 Baxter Street in Eugene, Oregon (see Figures 1 and 12 of the memo). This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Excavation details are shown on Figure 3 of the memo. Current conditions and soil removal depths are presented on Figure A4-1. The restoration plan (Figure A4-2) presents the finish surfaces and planting plan for the property.

DU Description: 225 Baxter Street in Eugene, Oregon, has been given the designation of Decision Unit 15 (DU-15). The boundaries of the DU are defined as Lane County tax lot 2500 (Figures A4-1 and A4-2). DU-15 contains an asphaltic concrete driveway connecting Baxter Street to a single-story residential structure. DU-15 contains a fully fenced backyard and unfenced front yard. A large fir tree is located within the City of Eugene (City) right-of-way (ROW), this tree will be protected during the RA. This DU contained trees of various sizes that were removed by a vegetation clearing firm (trees described below). While the trees were removed, sumps and roots remain that will need removed. A three-sided covered structure (pergola) is located in the backyard and is constructed on concrete pier footings. This structure will be deconstructed by the earthwork subcontractor prior to the RA and reassembled or replaced as part of the site restoration activities of the RA. GSI Water Solutions, Inc.(GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023 to discuss the removal and/or replacement vegetation, the owner's preference to removing structures from the DU prior to soil removal, and discuss preferred replacement surface material (i.e., sod, bare dirt, gravel),

Excavation: Excavation is to 1 foot (12 inches) below ground surface (bgs) across the entire DU where pavement or asphaltic concrete is not present. Excavation of six inches bgs will be completed within the City ROW adjacent to the DU (Figure A4-1). The following slope protections will be implemented when excavating near surface structures.

- The top six inches of soil will be removed across the entire extent of the DU regardless of whether the boundary is adjacent to a structure, public roadway, driveway, or utility. For excavations adjacent to power poles, the contractor will comply with the requirements of the utility provider.
- For excavations adjacent to non-load bearing permanent structures (i.e., concrete pads, fence posts, driveways), the excavation will be completed vertically to the target depth of the RA unless otherwise determined unsafe by the earthwork subcontractor or GSI. This includes concrete pads that support HVAC systems.

- Excavations adjacent to structural foundations will be excavated to a minimum of 6-inches bgs at the foundation. The depth of the foundation will be determined by the earthwork subcontractor. Soil removal along the foundation will continue to approximately 6-inches above the base of the foundation footing, or the bottom extent of the RA, whichever is shallower. Once 6-inches above the base of the foundation, and if necessary, the excavation will be stepped out 1 foot before sloping or benching the excavation at a 1 foot horizontal to 1 foot vertical (1:1) slope to the total depth of excavation (Figure 3).

Vegetation: Sixteen trees were identified by GSI's consultant. These include a Douglas fir (within the City ROW) and common holly tree within the main northern section of the front yard, three sapling Coastal redwoods/California incense cedar trees on the southern property line along the driveway (within the City ROW), a large Black walnut tree in the southeast corner of the property, two small Coastal redwood trees, a Douglas fir, and seven fruit trees in the backyard. Three areas with shrubs were also identified. The Douglas fir within the ROW will be protected during RA activities. All other trees within the DU were removed. While a vegetation clearing contractor removed these trees, stump removal will be a requirement of the excavation contractor and will be removed during the RA to reach excavation depth. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

Seven fruit trees will be replaced by the earthwork contractor or their landscape subcontractor during site restoration.

A few native shrubs (2 currants, 1 manzanita); will be replaced by the earthwork contractor or their landscape subcontractor during site restoration with similar stock following soil removal action.

Structures: A three-sided pergola constructed on pier footings is located in the backyard. This structure measures approximately 6-feet long by 5-feet wide and 6 feet tall. The walls consist of 4" by 4" and 2" by 4" framing and lattice panels. The roof is corrugated plastic sheets. This structure will be disassembled by the earthwork subcontractor prior to the RA and reassembled or re-constructed by the earthwork subcontractor following as part of site restoration activities of the RA.

Fencing along the south and north of the backyard will be removed to provide access to this and adjacent DUs. Excavation shall be performed to the property boundaries and may require additional fencing removal to complete excavation activities. All fencing will be replaced in like-kind, if removed. There are no additional structures present on the property to be removed.

Access: The front yard of the DU is accessible from Baxter Street. The backyard is completely fenced in and accessible through an approximately 3-foot-wide gate along the south side of the DU. Access to the backyard and access to the backyards to the north and south will be obtained by at a minimum removing the backyard fences along the north and south sides of the DU. All fencing will be replaced in like-kind,

Utilities: Figure A4-1 shows the approximate location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to removal activities. The following descriptions are derived from observations made during visits to the property.

Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

- **Electricity.** Electricity to the residence is provided overhead from the utility pole located across Baxter Street.

- **Communication.** Communication lines are located overhead extending to the residence from a utility pole across Baxter Street.
- **Sewer/Stormwater.** Previous utility locating services identified a sewer/stormwater lateral line crossing the front yard of the property near the northern extent of the residence.
- **Water.** Previous utility locating services identified a water lateral line crossing the front yard of the property near the front door to the residence.
- **Natural Gas.** A natural gas service meter is located along the northern wall of the residence. The natural gas lateral line was marked as extending towards Baxter Street from the service meter.
- **Overhead Utilities.** A utility pole located adjacent to the property (across Baxter Street) distributes power and communication lines to the property.

Surface Restoration: The surface restoration has been determined in consultation with the property owner. The surface will be finished with a lawn alternative micro clover seed blend over bare soil for a majority of the DU. The micro-clover seed mix, tackifier, and fertilizer will be applied over the topsoil in accordance with supplier recommendations. The exception is along the south side of the driveway and an area approximately 25 feet long by 10 feet wide behind the southside gate that will be finished with no less than 6 inches of $\frac{3}{4}$ -inch minus crushed gravel underlain by 8 oz non-woven geotextile. The City ROW along Baxter Street will be finished with sod.

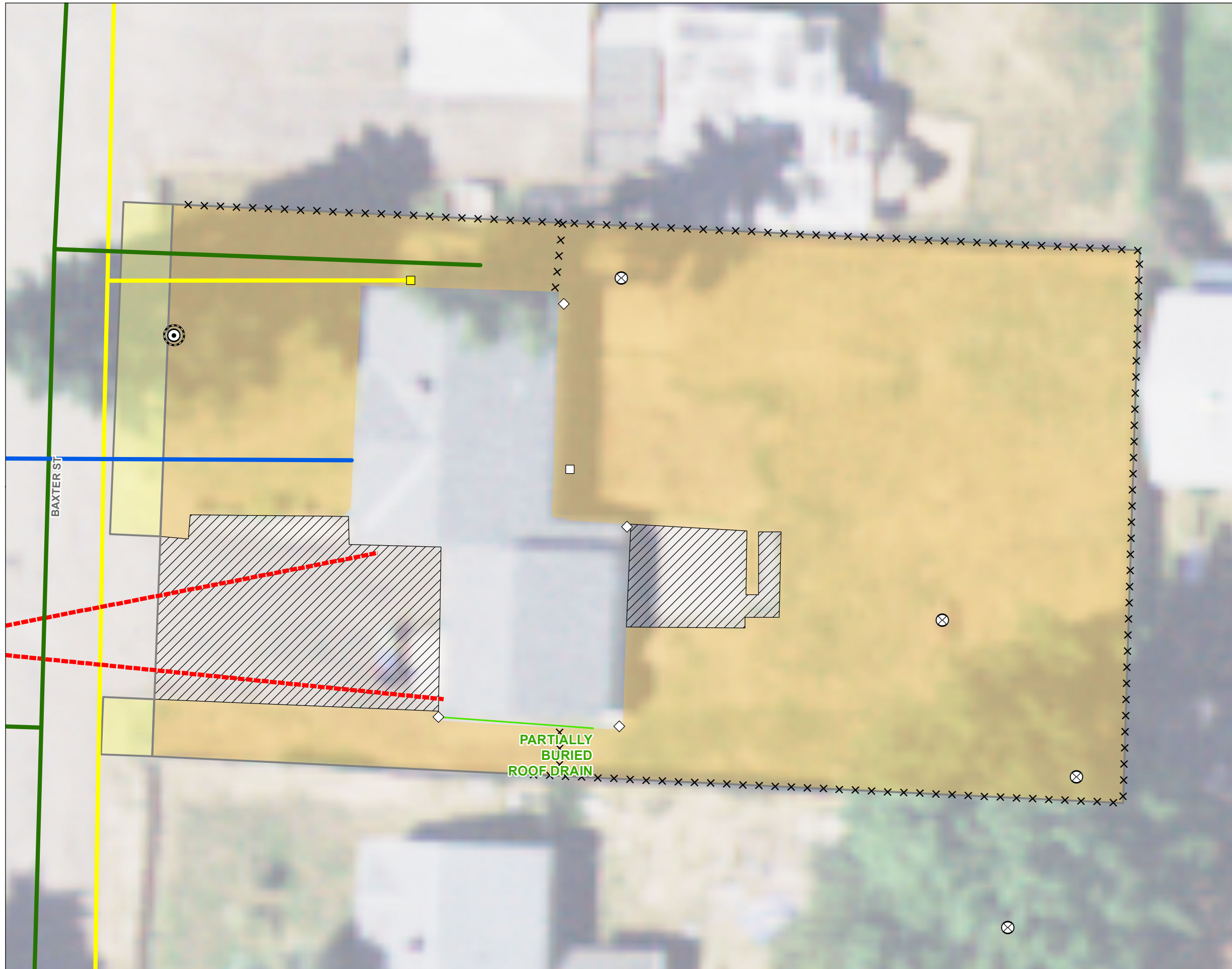
Seven fruit trees with trunks at least 1-inch in diameter, 6-feet tall, and with a 5-foot crown will be planted in the backyard as part of surface restoration. Two native currants and a native manzanita will be planted in the front yard near the driveway. See Detail 4 of Figure 3 and Figure A4-2 for surface restoration details.

Special Conditions: The area within a 17' radius of the Douglas fir tree in the Baxter Street right-of-way will be protected during the RA. A City urban forester will be onsite at the beginning of excavation of this property. Excavation in this area will be completed with care in accordance with the City urban forester's recommendations. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved methods. No heavy equipment should be operated or staged within this area. After the excavation, the exposed roots should be covered as soon as possible either with a tarp, burlap, mulch, or new soil and moisture shall be maintained on the roots. New topsoil should be added within a couple of days. Figure A4-1 shows the location of this protected tree.

Estimated Areas: The estimated area of exposed soil identified for removal is 8,070 square feet. This does not include any hardscape within the DU. The estimated volume of soil removal is 300 in-place cubic yards.

- **Seeded Surface.** The entirety of the DU will be finished with bare soil and seeded with clover. The estimated area of bare soil is 7,335 ft².
- **Gravel Surface.** Portions of the DU will be surface finished with $\frac{3}{4}$ -inch minus crushed gravel. The estimated area of gravel is 735 ft².

FIGURE A4-1
225 Baxter Street (DU-15)
 Current Conditions and
 Soil Removal Depth

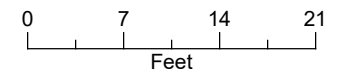
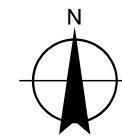


LEGEND

- Property of Interest
- x x Fence
- ⊗ Tree Stump (>12" diameter) to be Removed
- ⊙ Tree and Root Structure to be Protected
- Surface Soil Removal Depth**
- 6-inch
- 12-inch
- ▨ Hardscape or Structures. No Removal
- Utilities**
- Natural Gas Meter
- ◇ Roof Drain (discharging underground)
- Unidentified Utility Box
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

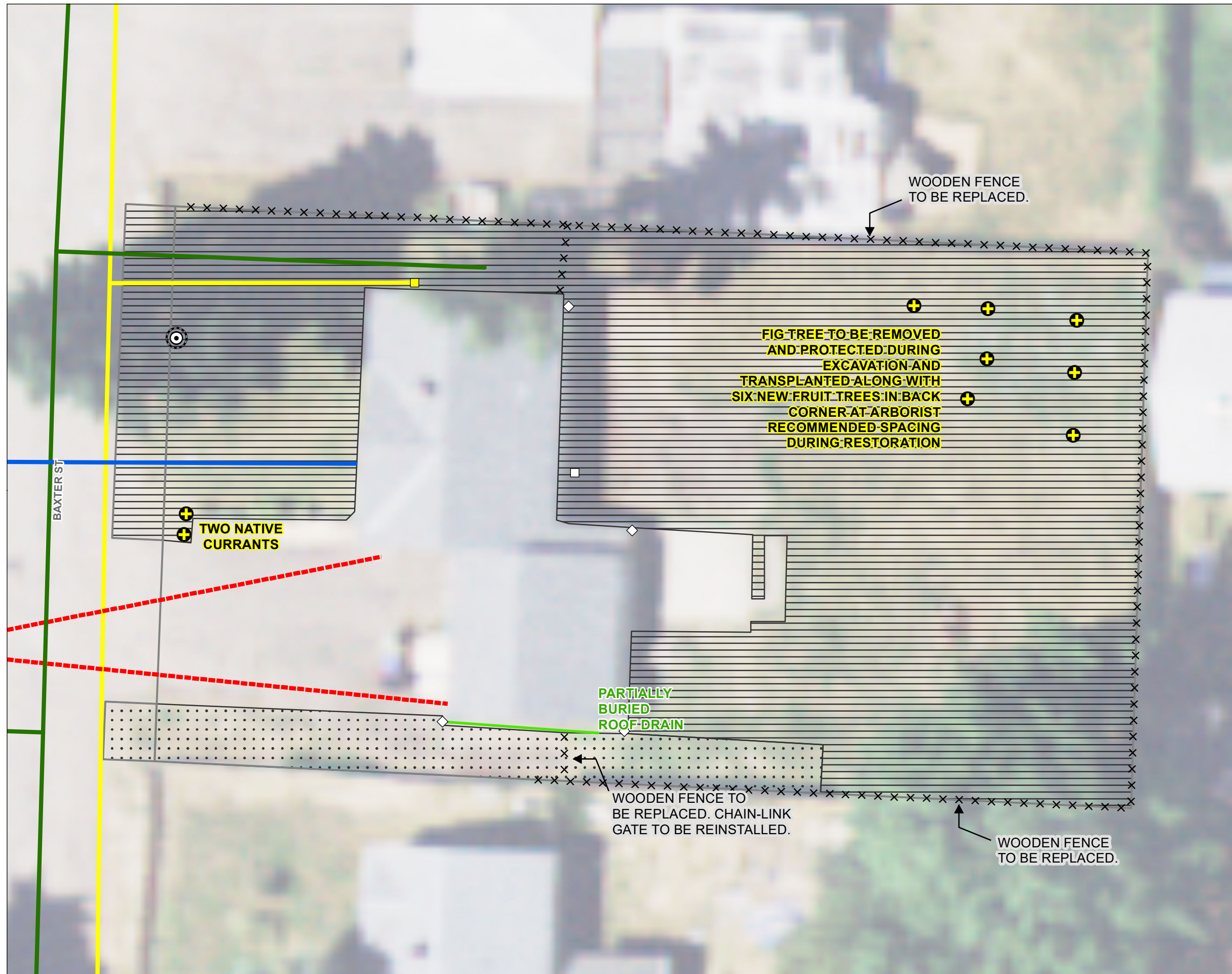
NOTES

1. Where shown, underground utility locations are estimated and actual locations must be confirmed by the earthwork contractor prior to ground disturbing activities. If a particular utility is not shown on the figure, the contractor must still confirm whether the utility is present. Failure to locate a buried utility is not justification for a change condition.
2. See Figure 3 for excavation details.



Date: October 10, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)

FIGURE A4-2
225 Baxter Street (DU-15)
 Restoration Plan



LEGEND

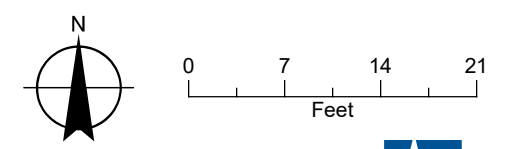
- Property of Interest
- ⊕ Tree or Shrub to be Planted
- ⊙ Tree and Root Structure to be Protected
- × × Fence
- Finished Surface**
- ▨ Sod Surface (7,700 square feet)
- ▤ Gravel Surface (800 square feet)
- Utilities**
- Natural Gas Meter
- ◇ Roof Drain (discharging underground)
- Unidentified Utility Box
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

225 Baxter Street (DU-15)

Scientific Name	Common Name	Approximate Size
Varies (several fruit trees)	Several fruit trees	15-gallon
Varies	Native currants	1-gallon

NOTES

1. Any removed utilities shall be restored to pre-construction location and depth. All utility lines replaced shall included a tracer wire (if non-metallic) and the proper utility marking tape above the line. Utility lines shall be bedded with a minimum of 3" of sand and no less than 1-foot wide trenches with 6-inches of sand over the utility line, or as specified by the utility provider or approved by DEQ.
2. Trees, shrubs, and decorative plants to be replaced shall be of like kind, or as large of stock as is readily available.



Date: October 12, 2023
 Data Sources: BLM, ESRI, ODOT, USGS, OSIP Imagery (2018)

ATTACHMENT 5 - Offsite Removal Action – 240 Baxter Street (SO-06)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 240 Baxter Street in Eugene, Oregon (see Figures 1 and 2 of the memo). Excavation details for the RA are shown on Figure 3 of the memo. This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Current conditions and soil removal depths are presented on Figure A5-1. The restoration plan (Figure A5-2) presents the finish surfaces and planting plan for the property.

DU Description: 240 Baxter Street in Eugene, Oregon, has been given the designation of Step-Out Decision Unit 6 (SO-06). The boundaries of the decision unit are defined as Lane County tax lot 5404 (Figures 5A-1 and 5A-2). SO-06 contains a single-story residential structure and an asphaltic concrete driveway. SO-06 contains a fully fenced in front yard. This residence has a side yard, but no separate backyard. Four trees and a shrub hedge were removed by a vegetation clearing firm. A 40-foot long shipping container and plastic prefabricated garden shed are present in the front yard along Baxter Street. These will be moved off of the property during soil removal and replaced during site restoration. A utility pole is also present in the northwest corner of the property. GSI Water Solutions, Inc. (GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023 to discuss the removal and/or replacement of vegetation, the owner's preference to removing structures from the DU, and discuss preferred replacement surface material (i.e., sod, bare dirt, gravel).

The property owner is preparing to remodel the yard. This will include adding concrete pads and relocating portions of the chain-link fence. The plans for this remodel have been taken into consideration during RA planning and site restoration.

Excavation: The top six inches of soil will be removed across the entire extent of the DU where pavement or asphaltic concrete is not present. Excavation of six inches below ground surface (bgs) will be completed within the City ROW adjacent to the DU (Figure A5-1). For excavations adjacent to power poles, the contractor will comply with the requirements of the utility provider.

Vegetation: Four significant trees were identified within the DU by GSI's arborist consultant. This included three trees along Baxter Street (two English hawthorns and a common hazel) and one black walnut tree in the northwest corner of the DU. A row of shrubs were present along the south and east sides of the DU.

All trees and shrubs within the DU were removed. While a vegetation clearing contractor removed these trees, stump removal will be a requirement of the excavation contractor to reach excavation depth. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

There are also four trees (two Douglas firs, one Blue spruce, and one Sitka spruce) on the property to the north with root structures within the DU. The excavation in this area must be completed with oversight by the arborist to minimize impacts to these sensitive trees (described below).

Structure: A prefabricated plastic shed is located in the yard. This shed is placed on wooden pallets and will need to be moved and replaced during the RA to access soil beneath. A 40-foot shipping container is also present in the yard. This will be moved, stored, and replaced following the RA. Chain link fencing will be removed to provide access to the yard and to access soil along the fence line. Fencing will be replaced or rebuilt in like-kind, if removed.

Access: A majority of the DU is fenced-in with the exception of the driveway and a narrow side yard. An approximately 8-foot-wide gate is located along Baxter Street that can provide access to the fenced-in portion of the property. The property owner will remove the fence along the west side of the yard prior to the RA. Additionally, a portion of or the entire fence on the southeast side of the DU will likely need to be removed to move the shipping container. All fencing will be replaced in like-kind,

Utilities: Figure A5-1 shows the approximate location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to removal action. The following descriptions are derived from observations made during visits to the property.

Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

- **Electricity.** Electricity to the residence is provided overhead from the utility pole located in the northwest corner of the DU.
- **Communication.** Communication lines are located overhead extending to the residence from a utility pole along Baxter Street. Additionally, communication lines to a neighboring property cross along the southern DU boundary.
- **Sewer/Stormwater.** Sewer/stormwater utilities have not been observed. Service line location is unknown.
- **Water.** Multiple water meters have been observed along Baxter Street near the DU; however, the lateral lines leading to the residence have not been observed. Service line location is unknown.
- **Natural Gas.** A natural gas service stub is located along the northern wall of the SO-06 residence. The natural gas lateral line has not been identified. Service line location is unknown.
- **Overhead Utilities.** A series of utility poles are located along the northern DU boundary with one pole located within the DU. These poles distribute power and communication lines to SO-06 and surrounding properties. Excavation work near the utility pole must be performed in consultation with the utility provider.

Surface Restoration: The surface restoration has been determined in consultation with the property owner. The surface will be finished with sod for a majority of the DU. The exceptions are where the property owner plans on installing concrete pads along the front of the residence. In these areas, approximately 3-inches of $\frac{3}{4}$ -inch minus crushed gravel underlain by 8 oz non-woven geotextile will be placed. The property owner will have a concrete slab poured in these areas following the RA. A strip outside of the fence along the south edge of the property, the area west of the residence, and a 40-foot-long by 10-foot-wide area along the eastern property line where the shipping container will be placed will be finished with no less than 6 inches of $\frac{3}{4}$ -inch minus crushed gravel underlain by 8 oz non-woven geotextile. The City of Eugene ROW will be finished with $\frac{3}{4}$ -inch minus crushed gravel underlain by 8 oz non-woven geotextile. See Detail 4 on Figure 3 and Figure A5-2 for surface restoration details.

Special Conditions: Excavation near the north side of the DU is within the critical root zone of four trees on the neighboring property that will be retained. Excavation completed 15 feet from the north property boundary (15

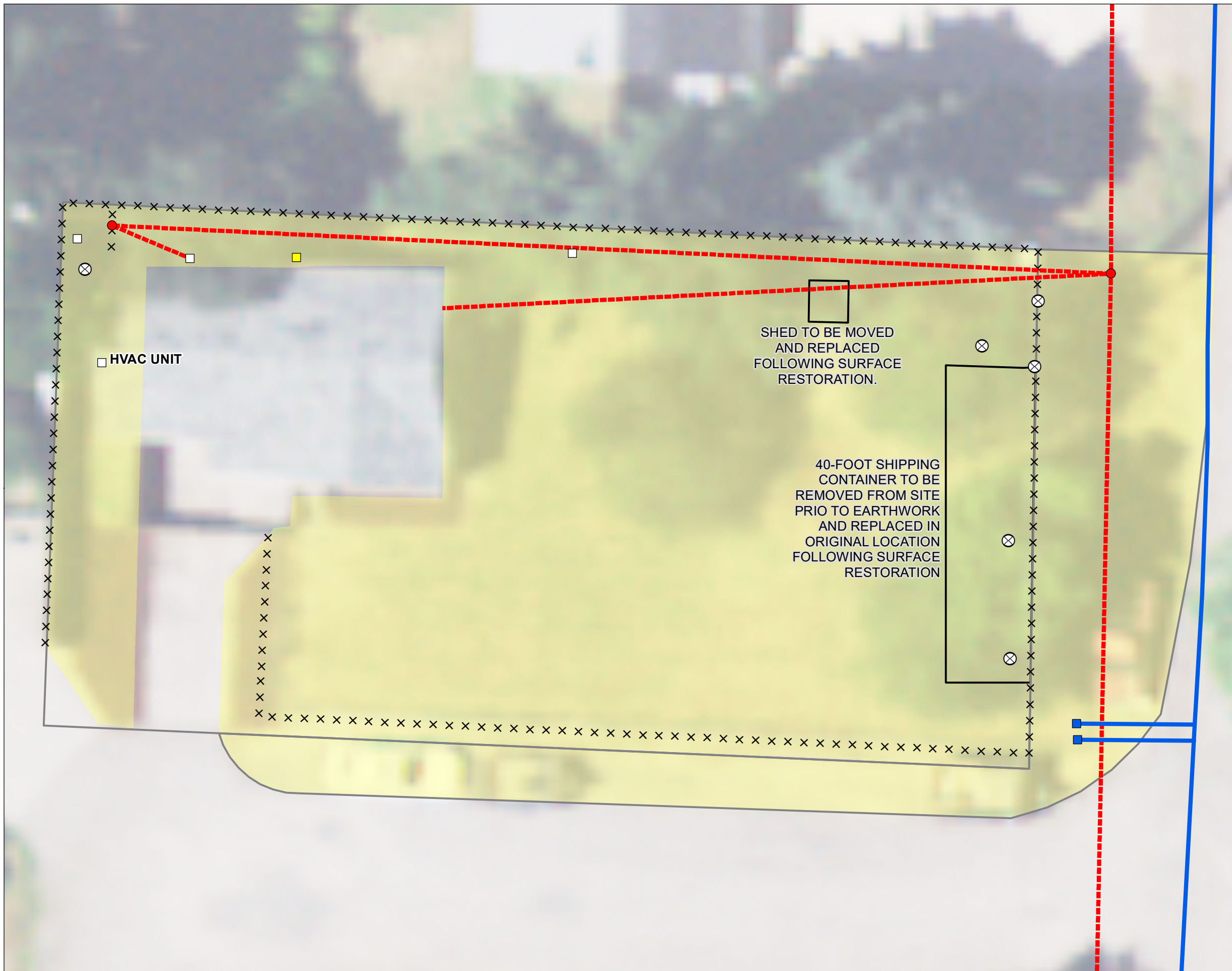
feet from tree trunks on neighboring property) will be excavated by hand, an air or water assisted pressurized system, or a vactor excavator in accordance with arborist recommendations. No heavy equipment should be operated or staged within this area. After the excavation, the exposed roots should be covered as soon as possible either with a tarp, mulch, or new soil. New soil should be added within a couple of days. Figure A6-1 shows the location of this protected tree.

A utility pole and underground power utilities are located in the northwest corner of the property. This area may need to be excavated by hand. Excavation work near the utility pole must be performed in consultation with the utility provider.

Estimated Areas: The estimated area of exposed soil identified for removal is 8,325 square feet. This does not include any hardscape structures within the DU. The estimated volume of soil removal is 120 in-place cubic yards.

- **Sod Surface.** The majority of the DU will be finished with sod. The estimated area of sod is 4,550 ft².
- **Gravel Surface.** Portions of the DU will be surface finished with ¾-inch minus crushed gravel. The estimated area of gravel is 2,780 ft².
- **Base Course (Gravel) Surface.** The homeowner intends on installing a concrete patio to the south of the residential structure. This area has been delineated on the attached figure. For this area, a 3-inch thick layer of ¾-inch-minus gravel will be placed to provide a base course for the future concrete pad. The estimated area of base course surface is 995 ft².

FIGURE A5-1
240 Baxter Street (SO-06)
 Current Conditions and
 Soil Removal Depth

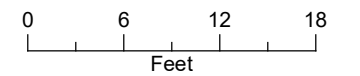
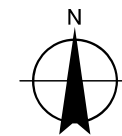


LEGEND

- Property of Interest
- × × Fence
- ⊗ Tree Stump (>12" diameter) to be Removed
- Surface Soil Removal Depth**
- 6-inch
- Utilities**
- Power/Utility Pole
- Water Meter
- Natural Gas Meter
- Unidentified Utility Box
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

NOTES

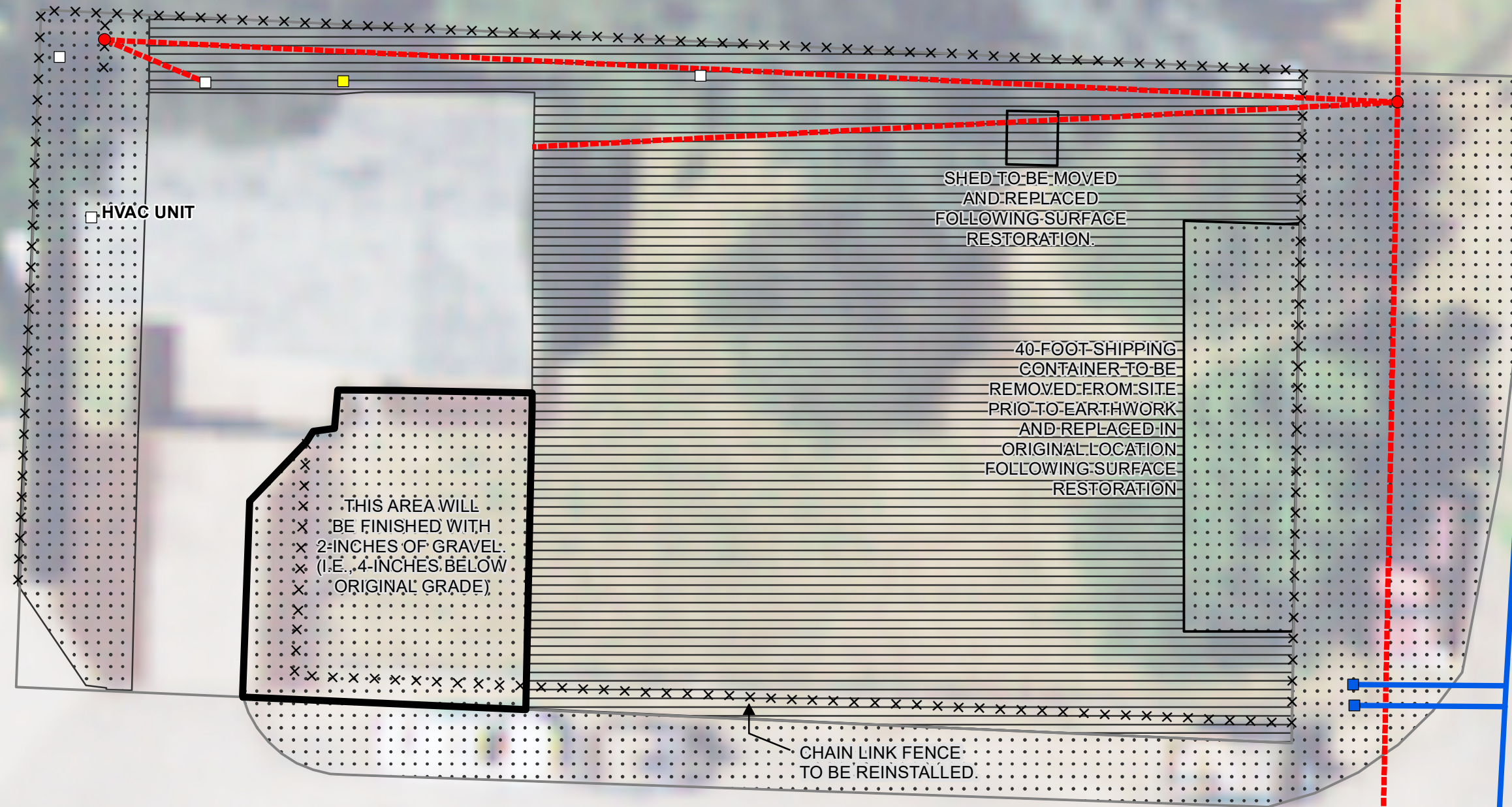
1. Where shown, underground utility locations are estimated and actual locations must be confirmed by the earthwork contractor prior to ground disturbing activities. If a particular utility is not shown on the figure, the contractor must still confirm whether the utility is present. Failure to locate a buried utility is not justification for a change condition.
2. See Figure 3 for excavation details.



Date: September 19, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)



FIGURE A5-2
240 Baxter Street (SO-06)
Restoration Plan

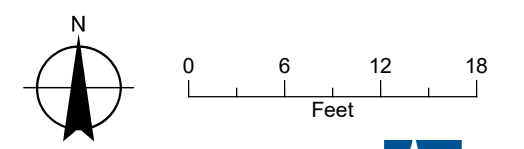


LEGEND

- Property of Interest
- X X Fence
- Finished Surface**
- ▨ Sod Surface (4,600 square feet)
- ▩ Gravel Surface (3,800 square feet)
- Utilities**
- Power/Utility Pole
- Water Meter
- Natural Gas Meter
- Unidentified Utility Box
- Natural Gas
- - - Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

NOTES

1. Any removed utilities shall be restored to pre-construction location and depth. All utility lines replaced shall included a tracer wire (if non-metallic) and the proper utility marking tape above the line. Utility lines shall be bedded with a minimum of 3" of sand and no less than 1-foot wide trenches with 6-inches of sand over the utility line, or as specified by the utility provider or approved by DEQ.
2. Trees, shrubs, and decorative plants to be replaced shall be of like kind, or as large of stock as is readily available.



Date: October 12, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)



ATTACHMENT 6 - Offsite Removal Action – 235 Baxter Street (SO-07)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 235 Baxter Street in Eugene, Oregon (see Figures 1 and 2 of the memo). This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Excavation details are shown on Figure 3 of the memo. Current conditions and soil removal depths are presented on Figure A6-1. The restoration plan (Figure A6-2) presents the finish surfaces and planting plan for the property.

DU Description: 235 Baxter Street in Eugene, Oregon, has been given the designation of Step-Out Decision Unit 7 (SO-07). The boundaries of the decision unit are defined as Lane County tax lot 5404 (Figure A6-1). SO-07 contains an asphaltic concrete driveway connecting Baxter Street to a single-story residential structure. SO-07 contains a fully fenced-in backyard. This residence has an unfenced front yard, a fenced in and covered north side yard used for storage, and a south side yard, which mostly consists of permanent outbuilding structures. Trees, a covered greenhouse, a covered chicken coop, and a chain-link fence pen are all present within the backyard of the DU. GSI Water Solutions, Inc. (GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023 to discuss the removal and/or replacement of trees and shrubs, discuss the owner's preference to removing structures from the DU, and discuss preferred replacement surface material (i.e., sod, seed cover, gravel).

Excavation: Excavation is to 1 foot (12 inches) below ground surface (bgs) in the front yard and south side of the backyard and six inches bgs for the majority of the backyard where pavement or asphaltic concrete is not present. Excavation to six inches bgs will be completed within the City ROW adjacent to the DU (Figure A6-1). The following slope protections will be implemented when excavating near surface structures.

- The top six inches of soil will be removed across the entire extent of the DU regardless of whether the boundary is adjacent to a structure, public roadway, driveway, or utility.

For excavations adjacent to non-load bearing permanent structures (i.e., concrete pads, fence posts, driveways), the excavation will be completed vertically to the extent of the RA unless otherwise determined unsafe by the earthwork subcontractor, GSI, or DEQ. This includes concrete pads that hold HVAC systems.

- Excavations adjacent to structural foundations will be excavated to a minimum of 6-inches bgs at the foundation. The depth of the foundation will be determined by the earthwork subcontractor. Soil removal along the foundation will continue to approximately 6-inches above the base of the foundation footing, or the bottom extent of the RA, whichever is shallower. Once 6-inches above the base of the foundation, and if necessary, the excavation will be stepped out 1 foot before sloping or benching the excavation at a 1 foot horizontal to 1 foot vertical (1:1) to the total depth of excavation.

Vegetation: Five significant trees were identified by GSI's arborist consultant. These included a large Sugar maple (within the City ROW), a small Japanese maple in the front yard, two apple trees, and an Amur maple in the backyard. Shrubs, including blueberries, were also identified along the north fence line. The sugar maple tree in the front yard will be protected during soil removal actions. The Japanese maple, two apple trees, and the Amur maple tree were removed by the vegetation clearing contractor. While a vegetation clearing contractor removed these trees and shrubs, stump removal will be a requirement of the excavation contractor to reach excavation depth. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

A Japanese maple, two apple trees, and three blueberry bushes will be replaced during site restoration with similar stock (or as large as is readily obtainable) as part of the restoration planting.

Structures: Four structures are located within the backyard this property. Three of these will require disassembly and reassembly to complete the RA. A newly constructed covered rabbitry in the southeast corner of the backyard will remain in place. Twelve inches of existing soil was previously removed from this area and replaced by the property owner during construction. The removed soil has been stockpiled near the rabbitry and will be removed during the RA.

A chain-link fence chicken pen is located on the south side of the backyard. This fence will be removed by the earthwork contractor to provide access to the backyard from the south. This structure will be replaced or rebuilt in like-kind following the RA. A greenhouse (approximately 20 feet by 40 feet) is located in the center of the backyard. The soil within the greenhouse will be removed as part of the RA. A portion, or all of this greenhouse will be removed to provide access. The greenhouse will be reconstructed following the RA. Additionally, multiple hydroponic totes are located within the greenhouse that will be removed by the earthwork contractor prior to implementing the RA. The property owner will drain the tanks prior to the RA. The totes will be replaced by the earthwork contractor following RA. Certain totes are full of gravel. The gravel may need to be removed to move the totes. If removed, gravel will be replaced by the earthwork contractor. The north side yard is fenced-in on all sides and covered. This area is used for storage. The soil within this area will be replaced during the RA. The fences and possibly the cover will be removed prior to the RA for access. These will be replaced following the RA.

Four steel poles are located within the backyard (laundry poles). These poles will be removed during the RA and replacement will not be necessary.

The wood fence along the south side of the property will be removed during the RA to provide equipment access directly from the adjacent property to the south (DU-15). Fencing will be replaced in like-kind.

Access: The front yard of the DU is accessible from Baxter Street. The backyard is completely fenced in with no access for equipment as is. To provide equipment access to the backyard, the south fence will be removed. The fenced-in area on the north side of the house will be opened up to remove soil from this area. Equipment access could be through the north side yard, if necessary.

Utilities: Figure 2 shows the approximate location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to removal action. The following descriptions are derived from observations made during visits to the property. Utilities, including irrigation lines, may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

Electricity. Electricity to the residence is provided overhead from the utility pole located in the northwest corner of the property.

- **Communication.** Communication lines are located overhead extending to the residence from a utility pole along Baxter Street. Additionally, communication lines to a neighboring property cross along the southern property boundary.
- **Sewer.** Sewer utility likely comes directly from Baxter Street but has not been observed. Service line location is unknown.
- **Stormwater.** Stormwater drains have not been observed. Service line location is unknown.
- **Water.** Multiple water meters have been observed along Baxter Street near the property; however, the lateral lines leading to the residence have not been observed. Service line location is unknown.
- **Natural Gas.** A natural gas service stub is located along the northern wall of the residence. The natural gas lateral line has not been identified.
- **Overhead Utilities.** A series of utility poles are located along the northern property boundary with one pole located within the property. These poles distribute power and communication lines to SO-07 and surrounding properties.
- **Irrigation.** Irrigation lines are present throughout the front and backyards. These lines and access points will be removed and replaced during the RA. The precise location of irrigation lines are unknown.

Surface Restoration: The surface restoration has been determined in consultation with the property owner. The surface finish will be sod for a majority of the DU. The exceptions are a strip in front of the residence that is approximately 4 feet by 24 feet and within the greenhouse where bare soil will be the finish surface. South of the driveway to the southern property line will be finished with no less than 6 inches of $\frac{3}{4}$ -inch minus crushed gravel underlain by 8 oz non-woven geotextile will be placed. The City ROW will be finished with sod.

A red Japanese Maple (*Acer palmatum*) will be planted during site restoration. This tree will be a direct replacement for a tree that was removed prior to the RA. The replacement tree will measure approximately 2-inch diameter trunk, 3 feet tall with a crown spread of 5 feet (or as large as is readily obtainable). Two apple trees and three blueberry bushes will be planted as part of site restoration where shown on Figure A6-2.

Special Conditions: Excavation in the north side of the front yard is within the critical root zone of a Sugar maple with a diameter of 14", height of 35', and a crown spread of 30'. This tree is (within the City ROW and will be protected. A City of Eugene urban forester will be onsite at the beginning of excavation of this property. Excavation in this area will be completed with care in accordance with the City of Eugene urban forester's recommendations. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved methods. No heavy equipment should be operated or staged within this area. After the excavation, the exposed roots should be covered as soon as possible either with a tarp, mulch, or new soil. New soil should be added within a couple of days.

Irrigation lines are present within the front and backyard. The precise location of the irrigation access ports will be noted by the earthwork contractor prior to earthwork activities. Due to the depth of removal, irrigation lines are likely to be encountered and will need to be removed to reach the excavation depth. The irrigation lines will be replaced with new material if removed or damaged during the RA.

Six inches of topsoil will be removed from within the greenhouse. A portion, or all, of the greenhouse cover or siding may need to be removed to provide access. Hydroponic totes are located within the greenhouse that will be removed by the earthwork contractor to access soil. These will be replaced following the RA.

Soil within the rabbitry in the SE corner of the property has been replaced to 12-inches below grade and will not be further excavated during the RA. The structure will be protected during the RA.

The chain-link fence chicken run will be removed to provide access to the backyard and replaced in like kind following the RA.

The fenced in portion of the north side yard is used for storage. To access soil in this area, materials in this area will need to be removed and stored off-site in a storage unit.. The storage unit will be provided by the earthwork contractor prior to the RA and movers subcontracted by the earthwork contractor will be responsible for transferring material to the storage unit and returning material following the RA.

The property owner has indicated that family pets have been buried in the northeast corner of the backyard. Six inches of soil will be removed from the area (approximately 8 feet by 8 feet) with care to not go deeper than the required 6-inches bgs.

Estimated Areas: The estimated area of exposed soil identified for removal is 7,665 square feet. This does not include any hardscape or immovable structures within the DU. The estimated volume of soil removal is 190 in-place cubic yards.

- **Sod Surface.** The majority of the DU will be finished with sod. The estimated area of sod is 6,200 ft².
 - **Gravel Surface.** Portions of the DU will be surface finished with ¾-inch minus crushed gravel. The estimated area of gravel is 725 ft².
 - **Bare Soil.** A planter area in the front yard and the area within the greenhouse will be finished with bare soil. The estimated area of bare soil is 740 ft².
-

FIGURE A6-1
235 Baxter Street (SO-07)
 Current Conditions and
 Soil Removal Depth

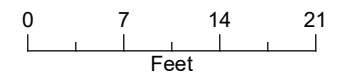
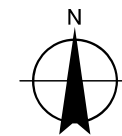


LEGEND

- Property of Interest
- x x Fence
- ⊗ Tree Stump (>12" diameter) to be Removed
- ⊙ Tree and Root Structure to be Protected
- Surface Soil Removal Depth**
- 6-inch
- 12-inch
- Hardscape or Structures. No Removal
- Utilities**
- Natural Gas Meter
- Irrigation Control Box
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

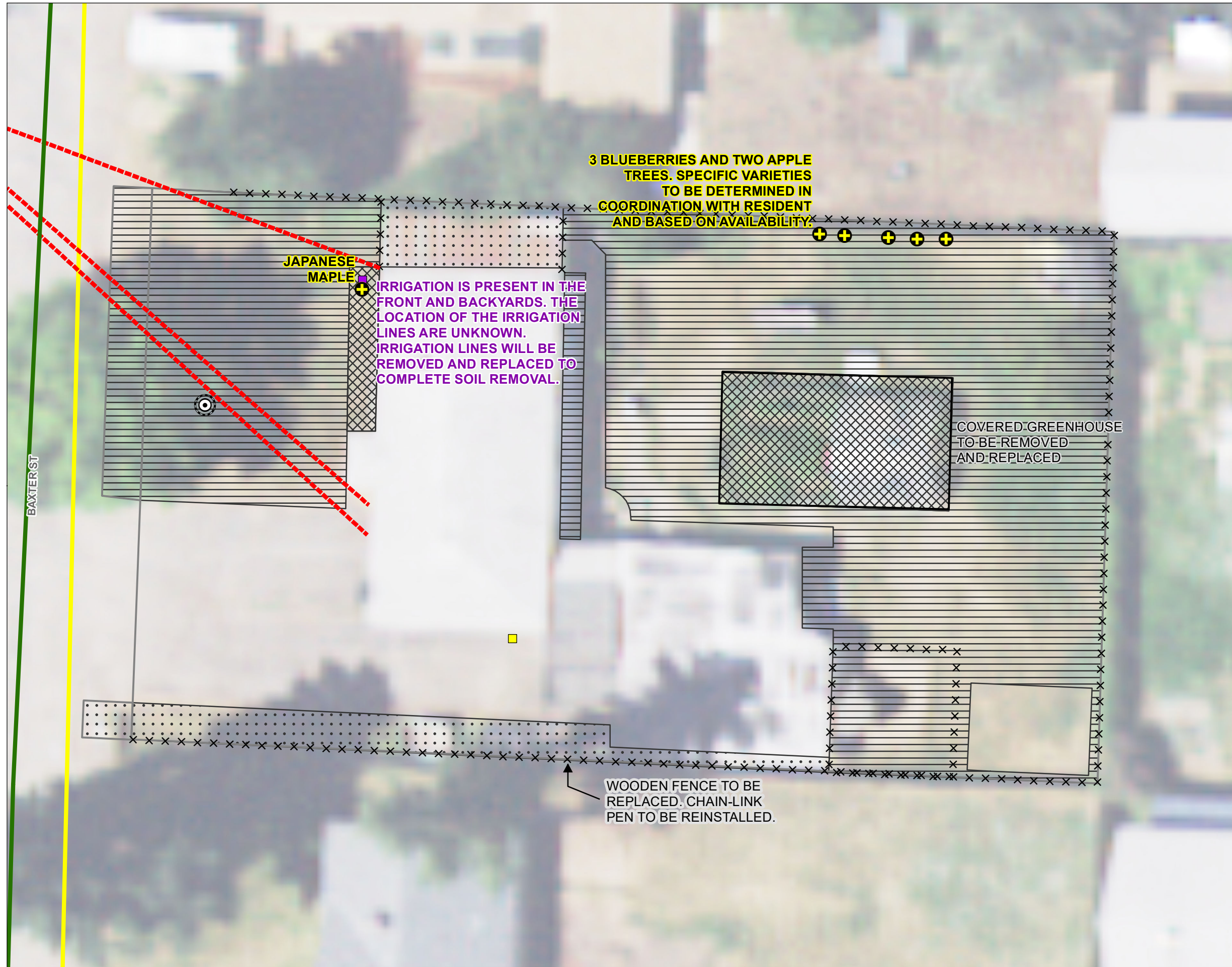
NOTES

1. Where shown, underground utility locations are estimated and actual locations must be confirmed by the earthwork contractor prior to ground disturbing activities. If a particular utility is not shown on the figure, the contractor must still confirm whether the utility is present. Failure to locate a buried utility is not justification for a change condition.
2. See Figure 3 for excavation details.



Date: September 19, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)

FIGURE A6-2
235 Baxter Street (SO-07)
 Restoration Plan



LEGEND

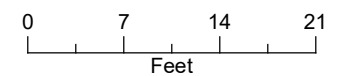
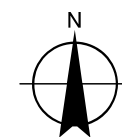
- Property of Interest
- ⊕ Tree or Shrub to be Planted
- ⊙ Tree and Root Structure to be Protected
- × × Fence
- Finished Surface**
 - ▨ Bare Soil (740 square feet)
 - ▤ Sod Surface (5,600 square feet)
 - ▧ Gravel Surface (700 square feet)
- Utilities**
 - Natural Gas Meter
 - Irrigation Control Box
 - Natural Gas
 - Overhead Power/Communication Line
 - Sewer Line
 - Stormwater Line
 - Water Line

235 Baxter Street (SO-07)

Scientific Name	Common Name	Approximate Size
Acer palmatum	Dwarf Japanese Maple	15-gallon
Malus pumila	Apple	15-gallon
Varies	Blueberries	5-gallon

NOTES

1. Any removed utilities shall be restored to pre-construction location and depth. All utility lines replaced shall included a tracer wire (if non-metallic) and the proper utility marking tape above the line. Utility lines shall be bedded with a minimum of 3" of sand and no less than 1-foot wide trenches with 6-inches of sand over the utility line, or as specified by the utility provider or approved by DEQ.
2. Trees, shrubs, and decorative plants to be replaced shall be of like kind, or as large of stock as is readily available.



Date: September 19, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)

ATTACHMENT 7 - Offsite Removal Action – 242 Alva Park Drive (AP-01)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 242 Alva Park Drive in Eugene, Oregon (see Figures 1 and 2 of the memo). Excavation details are shown on Figure 3 of the memo. This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Current conditions and soil removal depths are presented on Figure A7-1. The restoration plan (Figure A7-2) presents the finish surfaces and planting plan for the property.

DU Description: 242 Alva Park Drive in Eugene, Oregon, has been given the designation of Alva Park Decision Unit 01 (AP-01). The boundaries of the DU are defined as Lane County tax lot 2500 (Figures A7-1 and A7-2). AP-01 contains a concrete driveway connecting Alva Park Drive to a single-story residential structure. AP-01 contains a fully fenced-in backyard and unfenced front yard. A large cedar tree is located within the City of Eugene (City) right-of-way (ROW), which will be protected during the RA. This DU contained four trees in the backyard, three of which were removed by a vegetation clearing firm (trees described below). While the trees were removed, sumps and roots will remain that will need removed to reach the excavation depth. GSI Water Solutions, Inc. (GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023 to discuss the removal and/or replacement of trees and shrubs, discuss the owner's preference to removing structures from the DU prior to soil removal, and the preferred replacement surface material (i.e., sod, bare soil, gravel).

Excavation: The top six inches of soil will be removed across the entire extent of the DU where pavement is not present. Excavation of six inches will be completed within the City ROW.

Vegetation: Five significant trees were identified within the DU by the arborist consultant. These include a Port Orford cedar tree within the City ROW along Alva Park Drive and four trees (Crabapple, Black walnut, California privet, and Common hazel) in the backyard. The large cedar tree within the City ROW and the black walnut in the southwest corner of the property will be protected during the RA. The remaining three trees were removed by the vegetation clearing contractor. While a vegetation clearing contractor removed these trees, stump removal will be a requirement of the excavation contractor to reach excavation depth. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

Four rose bushes, two artichokes, two hazelnut trees, and two additional trees will be replaced with similar stock during site restoration activities.

This DU also contained significant blackberry brambles and young walnut trees. These were also removed by the vegetation clearing firm.

Structures: A two-story playhouse is located in the backyard that will be partially demolished. The earthwork contractor will need to complete demolition and remove and dispose of the materials. The property owner will need assistance to remove furniture and toys throughout the property prior to initiating the RA. The earthwork contractor will provide a storage container and moving firm to move furniture and toys from the DU to access

soil. Once the RA is complete, the earthwork contractor and movers will return toys and furniture to the property. Fencing will be removed to provide access to the backyard. Fencing will be replaced or rebuilt in like-kind once removed.

The driveway and walkway will be removed within the property limits but removal within the City ROW will not be performed. As such, the concrete will require saw cutting at the approximately ROW boundary and the driveway within the property limited will be removed and disposed of to allow for an unpaved area in place of a driveway.

Access: The front yard of the DU is accessible from Alva Park Drive. The backyard is completely fenced in and accessible through an approximately 3-foot-wide gate along the north side of the DU. Fence panels dividing the front and backyards will be removed to provide access to the backyard and access soil along the fence line. All fencing will be replaced in like-kind,

Utilities: Figure A7-1 shows the approximate location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to RA. The following descriptions are derived from observations made during visits to the property.

Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

- **Electricity.** Electricity to the residence is provided overhead from the utility pole located across Baxter Street.
- **Communication.** Communication lines are located overhead extending to the residence from a utility pole across Baxter Street.
- **Sewer/Stormwater.** Previous utility locating services identified a sewer/stormwater lateral line crossing the front yard of the property near the northern extent of the residence.
- **Water.** Previous utility locating services identified a sewer/stormwater lateral line crossing the front yard of the property near the front door to the residence.
- **Natural Gas.** A natural gas service meter is located along the northern wall of the residence. The natural gas lateral line was marked as extending towards Baxter Street from the service meter.
- **Overhead Utilities.** A utility pole located adjacent to the property (across Baxter Street) distributes power and communication lines to the property.

Preferred Surface Restoration Method: The preferred finish material is micro-clover alternative lawn mix seed over bare soil for the entire property.

Four rose bushes, two artichokes, and two trees will be planted to replace vegetation removed during the RA. These will be similar stock to vegetation removed.

Special Conditions: The concrete driveway and walkway to the front entry steps will be removed as part of the RA to access soil underneath. The driveway and the walkway will not be replaced following the RA. The entire DU will be finished with bare soil and micro-clover alternative lawn mix to match the surrounding grade. The micro-clover seed mix, tackifier, and fertilizer will be applied over the topsoil in accordance with supplier recommendations.

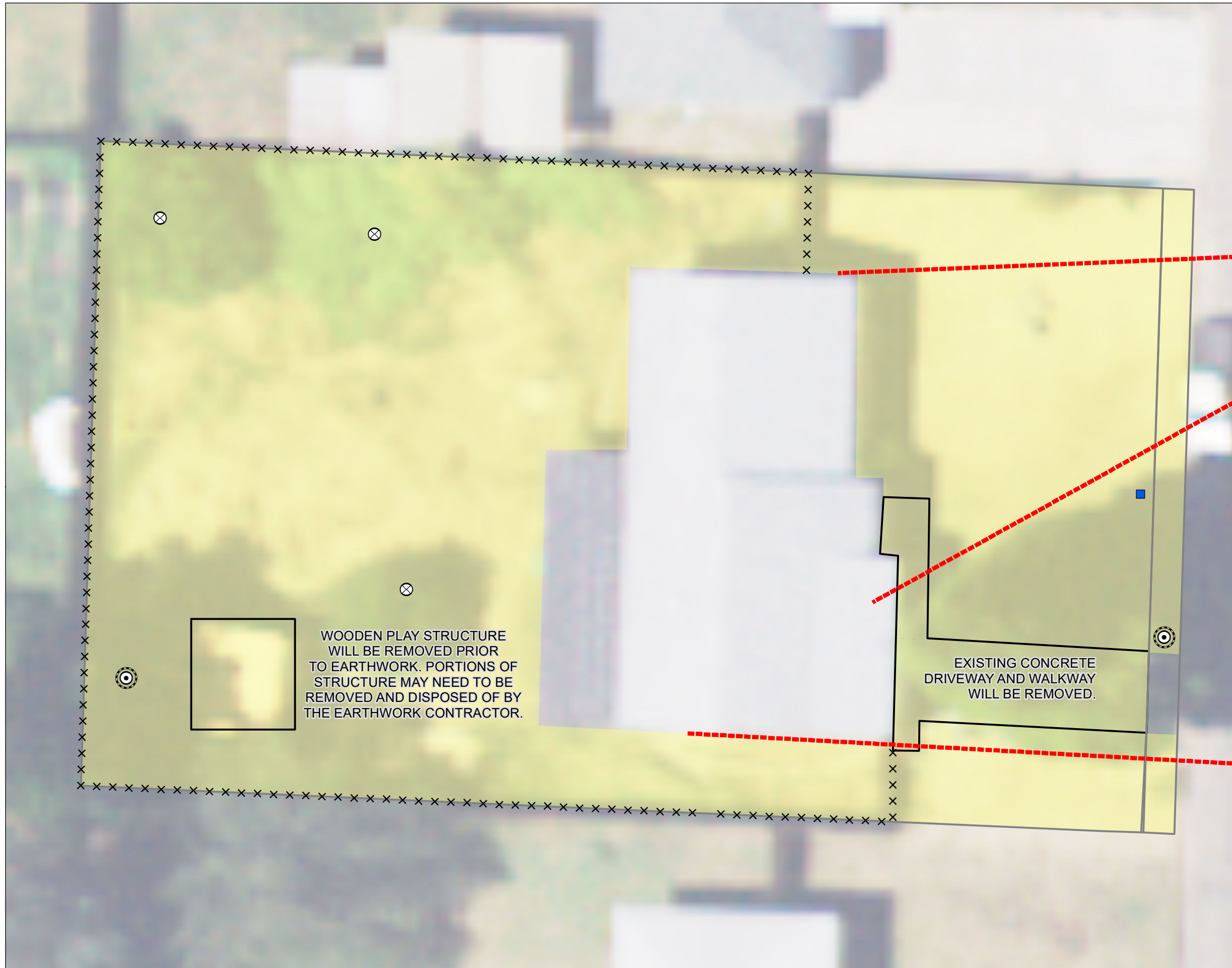
The property owner noted that there was a galvanized steel pipe sticking vertically approximately 8-inches above ground in the backyard near the rear fence. The purpose of this pipe is unknown. The earthwork contractor will avoid damaging the pipe during earthwork.

Excavation within the east side of the DU is within the critical root zone of a large cedar tree with a diameter of 29", height of 80', and a crown spread of 40'. This tree is within the City ROW and will be protected. A City urban forester will be onsite at the beginning of excavation of this property. Excavation in this area will be completed with care in accordance with the City of Eugene's urban forester's recommendations. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved removal methods. The southwest corner of the DU is within the critical root zone of a black walnut tree with a diameter of 18", height of 40', and crown spread of 35'. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved removal methods in this area. No heavy equipment should be operated or staged within this area. After the excavation, the exposed roots should be covered as soon as possible either with a tarp, mulch, or new soil. New soil should be added within a couple of days. Figure A7-1 shows the location of these protected trees.

Estimated Areas and Volumes: The estimated area of exposed soil identified for removal is 8,410 square feet. This does not include any hardscape or immovable structures within the DU. The estimated volume of soil removal is 190 in-place cubic yards.

- **Seeded Surface.** The entirety of the DU will be finished with bare soil and seeded with clover. The estimated area is 8,410 ft².

FIGURE A7-1
242 Alva Park Drive (AP-01)
 Current Conditions and
 Soil Removal Depth

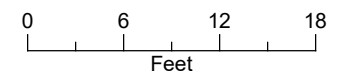
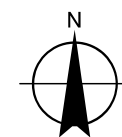


LEGEND

- Property of Interest
- Fence
- Tree Stump (>12" diameter) to be Removed
- Tree and Root Structure to be Protected
- Surface Soil Removal Depth**
- 6-inch
- Utilities**
- Water Meter
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

NOTES

1. Where shown, underground utility locations are estimated and actual locations must be confirmed by the earthwork contractor prior to ground disturbing activities. If a particular utility is not shown on the figure, the contractor must still confirm whether the utility is present. Failure to locate a buried utility is not justification for a change condition.
2. See Figure 3 for excavation details.



Date: October 12, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)



FIGURE A7-2
242 Alva Park Drive (AP-01)
 Restoration Plan

LEGEND

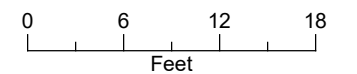
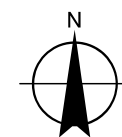
- Property of Interest
- ⊕ Tree or Shrub to be Planted
- ⊙ Tree and Root Structure to be Protected
- × × Fence
- Finished Surface**
- ▨ Microclover or microclover/turfgrass blend approved by GSI (8,680 square feet)
- Utilities**
- Water Meter
- Natural Gas
- Overhead Power/Communication Line
- Sewer Line
- Stormwater Line
- Water Line

242 Alva Park Drive (AP-01)

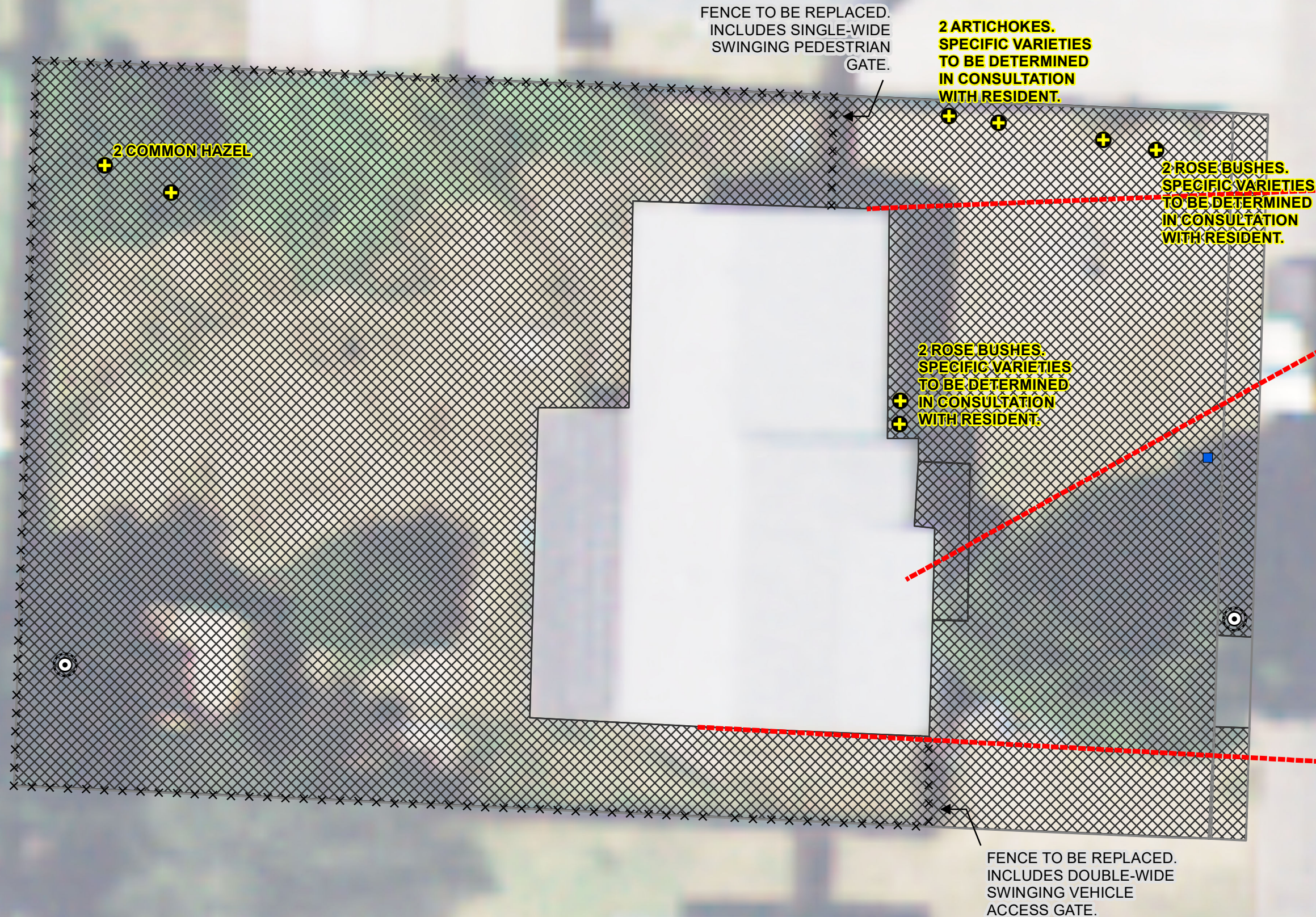
Scientific Name	Common Name	Approximate Size
Juglans nigra	Black Walnut	15-gallon
Corylus avellana	Common Hazel	15-gallon
Varies	2 rose bushes	one-gallon

NOTES

1. Any removed utilities shall be restored to pre-construction location and depth. All utility lines replaced shall include a tracer wire (if non-metallic) and the proper utility marking tape above the line. Utility lines shall be bedded with a minimum of 3" of sand and no less than 1-foot wide trenches with 6-inches of sand over the utility line, or as specified by the utility provider or approved by DEQ.
2. Trees, shrubs, and decorative plants to be replaced shall be of like kind, or as large of stock as is readily available.
3. Paved driveway within City ROW shall be protected in place.



Date: October 12, 2023
 Data Sources: BLM, ESRI, ODOT, USGS,
 OSIP Imagery (2018)



FENCE TO BE REPLACED.
 INCLUDES SINGLE-WIDE
 SWINGING PEDESTRIAN
 GATE.

**2 ARTICHOKES.
 SPECIFIC VARIETIES
 TO BE DETERMINED
 IN CONSULTATION
 WITH RESIDENT.**

2 COMMON HAZEL

**2 ROSE BUSHES.
 SPECIFIC VARIETIES
 TO BE DETERMINED
 IN CONSULTATION
 WITH RESIDENT.**

**2 ROSE BUSHES.
 SPECIFIC VARIETIES
 TO BE DETERMINED
 IN CONSULTATION
 WITH RESIDENT.**

FENCE TO BE REPLACED.
 INCLUDES DOUBLE-WIDE
 SWINGING VEHICLE
 ACCESS GATE.

EXHIBIT B

State of Oregon GCs and SGCs

STATE OF OREGON

GENERAL CONDITIONS

FOR
PUBLIC IMPROVEMENT
CONTRACTS



NOTICE TO STATE AGENCIES AND PUBLIC IMPROVEMENT CONTRACTORS

January 1, 2012 Edition

Changes to the General Conditions (including any additions, deletions or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

NOTE: THE FOLLOWING GENERAL CONDITIONS HAVE BEEN REVIEWED AS TO FORM BY THE OREGON DEPARTMENT OF JUSTICE. THE LEGAL SUFFICIENCY AND APPROVAL REQUIREMENTS OF ORS 291.047 ARE STILL APPLICABLE FOR INDIVIDUAL PROCUREMENTS OF STATE AGENCIES, UNLESS AN EXEMPTION HAS BEEN GRANTED PURSUANT TO THAT STATUTE AND ADMINISTRATIVE RULES AT OAR CHAPTER 137, DIVISION 45.

STATE OF OREGON
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
JANUARY 1, 2012

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**STATE OF OREGON
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

CHANGE ORDER, means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, the State of Oregon Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments and Change Orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means the State of Oregon acting by and through the governmental entity identified in the Solicitation Document.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be

included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Supplemental General Conditions;
3. The State of Oregon Public Improvement Agreement Form;
4. The General Conditions
5. The Plans and Specifications
6. The Solicitation Document and any addenda thereto;
7. The accepted Offer.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).

- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner's Authorized Representative denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from

the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative

will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**B.2 CONTRACTOR'S MEANS AND METHODS:
MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted

and used by the industry, in accordance with industry standards.

- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.7 INSPECTION

B.7.1 Owner's Authorized Representative shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Authorized Representative.

B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.8 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and

enforced as if the Contract did not contain the particular provision held to be invalid.

B.9 ACCESS TO RECORDS

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

B.10 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with

the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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 THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such

amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed

in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section

B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.21 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

C.2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

(a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1) A written employee drug testing policy,
- (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site.

(b) Contractor shall require each Subcontractor providing labor for the project to:

- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees,

and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

- (2) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder, Contractor agrees:

C.3.2.1 If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the project as such claim becomes due, the proper officer that represents the Owner may pay the amount of the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Paying a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receiving payment from Owner or a contractor, the contractor or first-tier Subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-Day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract must contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services the Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;
- (b) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;

- (c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
 - (1) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
 - (2) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- (d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).
- (e) A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs (a) through (d) above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.

- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible, as determined by Owner. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) *Unit pricing* may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, *fixed pricing* may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a *cost reimbursement* basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials.....	10%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending

tier Subcontractor or Contractor will be allowed a 5% supplemental mark-up on each piece of subcontract Work covered by such Change Order.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by Contractor.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time

requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the State of Oregon, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that

otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural

phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be

considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

- D.3.6 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- D.3.7 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or construction change directive. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contractor or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If

Owner makes this election, the Contractor will be required to arrange to receive EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.

(h) All required documentation must be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in application for payment until the Contract Price has been adjusted by Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and

- (d) Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that

accepting a bond, security or other instrument described in options (a) or (c) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- (i) Bills, certificates, notes or bonds of the United States.
- (ii) Other obligations of the United States or agencies of the United States.
- (iii) Obligations of a corporation wholly owned by the federal government.
- (iv) Indebtedness of the Federal National Mortgage Association.
- (v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
- (vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

- (b) that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with interest from such account accruing to the Contractor; or
- (c) that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of any of the options above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment

due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraphs (a) and (c) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor. Provided, however, if in accordance with the provisions of ORS 279C.560 the Contractor has deposited bonds, securities or other instruments or has elected to have the Owner deposit accumulated retainage in an interest-bearing account, the Contractor shall comply with the provisions of ORS 701.435 respecting the deposit of bonds, securities or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.

E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable,

the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing, report to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor

F.4 CLEANING UP

From time to time as may be ordered by the Owner the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

(a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;

(b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and

(c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all

applicable federal, state, or local statutes, rules or ordinances.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Owner's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under this Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**G.2 PERFORMANCE AND PAYMENT SECURITY:
PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory with any other insurance and self-insurance, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the

Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For other than new construction the Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the State of Oregon, the Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

Per Occurrence Limit for any single claimant:
From commencement of the Contract term to June 30, 2011: \$1,600,000
July 1, 2011 to June 30, 2012: \$1,700,000
July 1, 2012 to June 30, 2013: \$1,800,000
July 1, 2013 to June 30, 2014: \$1,900,000
July 1, 2014 to June 30, 2015: \$2,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:
From commencement of the Contract term to June 30, 2011: \$3,200,000
July 1, 2011 to June 30, 2012: \$3,400,000
July 1, 2012 to June 30, 2013: \$3,600,000
July 1, 2013 to June 30, 2014: \$3,800,000
July 1, 2014 to June 30, 2015: \$4,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Per Occurrence Limit for any single claimant:

From commencement of the Contract term to January 1, 2011: \$100,100.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:

From commencement of the Contract term to January 1, 2011 : \$500,600.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

Bodily Injury/Death:

Per Occurrence Limit for any single claimant:

From commencement of the Contract term June 30, 2011: \$1,600,000

July 1, 2011 to June 30, 2012: \$1,700,000

July 1, 2012 to June 30, 2013: \$1,800,000

July 1, 2013 to June 30, 2014: \$1,900,000

July 1, 2014 to June 30, 2015: \$2,000,000

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:

From commencement of the Contract term to June 30, 2011: \$3,200,000

July 1, 2011 to June 30, 2012: \$3,400,000

July 1, 2012 to June 30, 2013: \$3,600,000

July 1, 2013 to June 30, 2014: \$3,800,000

July 1, 2014 to June 30, 2015: \$4,000,000

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Per Occurrence Limit for any single claimant:

From commencement of the Contract term to January 1, 2011: \$100,100

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:

From commencement of the Contract term to January 1, 2011: \$500,600

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon

G.3.4.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

G.3.5 Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance."

G.3.6 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include the State of Oregon, its departments, divisions, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the State of Oregon, its departments, divisions, officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the State of Oregon, its departments, divisions, officers and employees as Named Insureds with not less than a \$1,500,000.00 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of

\$50,000 shall be approved by the Owner in writing prior execution of the Contract and is subject to Owner's approval. The Contractor shall immediately notify the Owner's Authorized Representative in writing of any change in insurance coverage.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 **Time is of the essence on this Contract.** The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the Change Order process of Section D.1.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

- H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work.

Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the

event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;

- (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

- J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers

or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, Record Documents of the entire project. Record Documents shall

depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the

manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

SECTION L

LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of
Forest Service
Soil Conservation Service
Coast Guard
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank
Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration
Occupation Safety and Health Administration
Transportation, Department of
Federal Highway Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of
Soil and Water Conservation Commission

Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Consumer and Business Services, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of

State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

City Councils
County Courts
County Commissioner, Board of
Design Commissions
Historical Preservation Commission
Planning Commissions

Exhibit B

**SUPPLEMENTAL GENERAL CONDITIONS
To The
STATE OF OREGON GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS**

Revised 9/23/2022 and 09/29/2023 (For this Task Order)

Task Order No. 065-23-11

Task Order Title: JH Baxter & Co - Eugene Removal Action Implementation

For the above contract, the following supplements modify the General Conditions contained within the “State of Oregon Standard Conditions for Public Improvement Contracts” dated January 1, 2012. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

SGC-1 Section A.1, DEFINITION OF TERMS:

1. The defined term “Contract Documents” is revised to delete the words: “State of Oregon Public Improvement Agreement Form,”
2. The defined term “Request for Interpretation” is added as follows:

REQUEST FOR INTERPRETATION or RFI means a written request, submitted by Contractor to Owner’s Authorized Representative on a standard form, requesting interpretation of Contract Documents.**SGC-2 Section A.3, INTERPRETATION OF CONTRACT DOCUMENTS:** The following new Section A.3.5 and Section A.3.6 is added:

“A.3.5 The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

A.3.6 Electronic Signatures. Contractor and Owner agree that signatures, and other forms of authorized representative certification, showing on documents, including but not limited to copies of the Contract, bonds, Change Orders and amendments, submitted or received via email or other electronic means, when submittal or receipt in that manner is required or allowed by Owner, are “Electronic Signatures” under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties. Owner reserves the right at any time to require Contractor to deliver the hard copy originals of any documents.”

SGC-3 Section B.4, PERMITS:

Section B.4 is deleted and replaced with the following:

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, as required for the Contract. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees. "Permits and licenses" include all submittals and fees required by any jurisdiction as a condition of their approval to construct the Work for its intended purpose as described in any solicitation document and the Contract.

SGC-4 Section B.5, COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS:

- Add the following to the end of Section B.5.1:

All rights and remedies available to Owner under applicable federal, state, and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract.
- Section B.5.2(a) is deleted and replaced with the following:

(a) Pursuant to ORS 279A.110, Contractor shall 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 the awarding of subcontracts.
- The following Section B.5.2(c) is added:

(c) Compliance with ORS 279C.520 also includes:

 - (i) As required by ORS 279C.520, the Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color; religion; sex; sexual orientation; gender identity; national origin; marital status; veteran status; disability; or age. The Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Owner to terminate this Contract for cause.
 - (ii) The Contractor shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits and other compensation with another employee or another person, and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- The following Section B.5.2(d) is added:

(d) Respecting certification as a disadvantaged business enterprise, minority-owned

business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, Contactor shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certification required by ORS 279A.107.

- The following Section B.5.2(e) is added:
 - (e) It is a material term of the Contract that Contactor certifies by entering into the Contract that Contractor has a written policy and practice that meets the requirements described in HB 3060 (2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class, and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.
- Section B.5.6 is deleted and replaced with the following revised Section B.5.6 and new Section B.5.7:

B.5.6 Contractor shall comply with all Oregon Tax Laws, consistent with the Contractor's Certificate of Compliance with Tax Laws and the Contractor's warranty that the Contractor has complied with the Oregon Tax Laws. Any violation of the Contractor's Certificate of Compliance or warranty will constitute a material breach of the Contract.

B.5.7 Failure to comply with any or all of the requirements of B.5.1 through B.5.6 shall be a material breach of Contract entitling the Owner to pursue and recover any and all of its available remedies at law or in equity that arise from the breach, including, but not limited to, recovery of damages, the termination of the Contract, and the exercise of the right of setoff, garnishment if applicable and the withholding of amounts otherwise due and owing to the Contractor without penalty. Damages or costs resulting from such non-compliance shall be the responsibility of the Contractor.

SGC-5 The provisions in Section B.15 GOVERNING LAW are deleted and replaced with the following provisions:

The RFP, Price Agreement, and Task Order Contract shall be governed by, construed, and enforced in accordance with the laws of State of Oregon without regard to principles of conflicts of law.

SGC-6 Section C.5, HOURS OF LABOR:

Add the following at the end of Section C.5:

Compliance with ORS 279C.520 includes not prohibiting employees from discussing wages, salaries, benefits and other compensation, and compliance with the wage related prohibitions in ORS 652.220, violation of which is a breach entitling Owner to terminate the Contract for cause.

SGC-7 Make the following revisions to Section D.3 CLAIMS REVIEW PROCESS:

The following section is added:

D.4 FALSE CLAIMS (OREGON FALSE CLAIMS ACT)

D.4.1 Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the services are being performed, including but not limited to Contractor's statement of proposal and any invoices, reports, or other deliverables.

D.4.2. Contractor shall immediately disclose (in writing, via email or other written form) to Agency whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Contractor has credible evidence that a principal, employee, agent, or subcontractor of Contractor has committed—

- (i) A violation of the Oregon False Claims Act; or,
- (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity, or similar misconduct.

D.4.3. Contractor must include subsections D.4.1 and D.4.2 of this section in each subcontract Contractor may award in connection with the performance of the Contract. In doing so, Contractor may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

SGC-8 Make the following revisions to Section E.2.4, related to Owner's right to withhold payment:

A new subsection is added to Section E.2.4 as subsection (i) and existing subsections (g) and (h) of Section E.2.4 are removed, re-numbered and revised to read as follows:

- (g) failure to carry out the Work in accordance with the Contract Documents;
- (h) assessment of liquidated damages, when withholding is made for offset purposes; or
- (i) The Contractor having liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon.

SGC-9 Section E.6, FINAL PAYMENT:

The following Section E.6.4 is added:

E.6.4 If Owner's Authorized Representative determines the Work is not substantially complete, Owner's Authorized Representative will promptly notify Contractor in writing, giving reasons therefore. Contractor shall remedy Work deficiencies and send a second notice of Substantial Completion to Owner's Authorized Representative. Owner's Authorized Representative will then re-inspect Work. Owner's Authorized Representative will make one Substantial Completion inspection to determine any Work deficiencies and one Final Completion inspection to ascertain that deficiencies have been satisfactorily completed. If Owner's Authorized Representative is required to make more than two inspections, Owner will deduct the Owner's costs of any such additional inspections from Contractor's final payment, based upon the effective hourly rate for the Owner's Authorized Representative, plus any expenses associated with the additional inspections.

SGC-10 Section F.1, USE OF PREMISES:

Add the following at the end of Section F.1:

Under Oregon's Indoor Clean Air Act all state of Oregon properties are smoke, aerosol and vapor free (ORS 433.835-870, effective January 1, 2016.) A person may not smoke, aerosolize, or vaporize an inhalant or carry a lighted smoking instrument within 10 feet of the following parts of public places or places of employment: Entrances; Exits; windows that open; and Ventilation intakes that serve an enclosed area.

SGC-11 Add the following at the end of Section F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC:

F.2.7. Contractor shall comply with applicable State of Oregon Governor's executive orders and Oregon Administrative Rules promulgated by the Department of Consumer and Business Services, Oregon Occupational Safety and Health Division. Additionally, Contractor shall regularly consult Oregon OSHA guidance publications regarding construction contractors and construction sites (found at <https://osha.oregon.gov/pubs/Pages/index.aspx> and utilize those resources and information to develop, update and enforce the Contractor's policies for safety planning and safety practices on the project. Contractor shall also comply with all other federal, state and local government statutes, regulations, administrative rules, ordinances, executive orders, Owner policies and other laws/requirements applicable to the project pertaining to workplace health and safety requirements. Contractor's compliance with this section is a material term of the Contract, and Contractor's failure to comply constitutes a breach of the Contract entitling Agency to terminate this Contract for cause or pursue other available Owner remedies under the Contract.

SGC-12 Section G.3, INSURANCE

Section G.3 is deleted. The insurance provisions of **Section 12 and Exhibit A, Section V, Subsection 9, Contractor Insurance**, of the Price Agreement, as may be amended between the Oregon Department of Environmental Quality ("DEQ" or the "Owner") and Contractor, control and apply to the Work.

SGC-13 Section H.2, SCHEDULE:

Section H.2 is deleted and replaced with the following:

Contractor shall provide, prior to commencement of on-site work, a schedule showing major activities and milestones of the Work for review and acceptance by the Owner.

SGC-14 Section J.4, Owner's Right to Terminate Contract

A new subsection is added to Section J.4.1 as subsection (f) and existing subsections (e) and (f) of Section J.4.1 are removed, re-numbered and revised to read as follows:

(e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances, or the instructions of the Owner or its Authorized Representative;

(f) If Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon; or

(g) If Contractor is otherwise in material breach of any part of the Contract.

SGC-15 Section J.4, Owner’s Right to Terminate Contract

- Subsection J.4.2 is removed and revised to read as follows

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, including, in the event of the conditions set forth in Section J.4.1(f) regarding Contractor’s liquidated and delinquent debt (including garnishing all monies due for any and all Work performed by the Contractor, when appropriate) and otherwise recovering any liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon. In addition, the Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

- Add the following new Section J.4.3:

“J.4.3 If a termination under this Section J.4 is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for convenience. (See Section J.5 TERMINATION FOR CONVENIENCE.)”

SGC-16 Section K.2, OPERATION AND MAINTENANCE MANUALS:

Section K.2 is deleted

SGC-17 Section K.5, TRAINING:

Section K.5 is deleted

SGC-18 Section K.8, CERTIFICATE OF OCCUPANCY:

Section K.8 is deleted

EXHIBIT C

SUBCONTRACTOR AGREEMENT



SUBCONTRACTOR AGREEMENT

BETWEEN

Groundwater Solutions, Inc. dba
GSI Water Solutions, Inc. 650 NE
Holladay St., Suite 900
Portland, OR 97232

AND

Subcontractor
Address
City, State ZIP

Project: _____

Project Number: _____

This Subcontractor Agreement, entered into this ___ day of _____ 2023, by and between Groundwater Solutions, Inc., dba GSI Water Solutions, Inc., a corporation qualified to do business in the State of Oregon, hereinafter referred to as GSI, and [SUBCONTRACTOR], hereafter called the Subcontractor, collectively hereafter referred to as the Parties, combines all understandings relative to the Subcontractor's services for this Project into a single agreement hereinafter referred to as Agreement.

The performance of the General Scope of Services herein described shall be in accordance with the Terms and Conditions set forth in the following Sections, and attachments referenced therein, which, together with the acceptance, shall constitute the whole Agreement. For reference, the following documents are attached:

Attachment A – Bid Estimate and Scope of Work

Attachment B – Prime Agreement Flow-Down Provisions

Attachment C – State of Oregon General Conditions for Public Improvement Contracts

Attachment D – Supplemental General Conditions to the State of Oregon General Conditions for Public Improvement Contracts

Scope of Services

Subcontractor shall provide GSI with [services] for the [PROJECT] project, in [CITY, STATE] in accordance with the Scope of Work described in Attachment A. Compensation to the Subcontractor shall be in accordance with the Subcontractor's bid estimate provided in Attachment A and the Payment provisions of this Agreement. Performance of the services described in Attachment A shall be in accordance with the Terms and Conditions set forth in this Subcontractor Agreement, and the Prime Agreement (Attachment B), which, together with the mutual acceptance of the Scope of Work, Subcontractor's bid estimate shall constitute the whole Agreement.

The services described in Attachment A are anticipated to begin on [DATE]. The anticipated duration of the Agreement is for approximately _____, ending [DATE]. If agreed upon by both parties, GSI may extend the Agreement should additional work be required.

TERMS AND CONDITIONS

1. Prime Agreement

GSI is under contract to provide professional services to the Oregon Department of Environmental Quality (Client) for completing [SUMMARY OF SERVICES]. As a Subcontractor to GSI, the Terms and Conditions of the Prime Agreement are flow down terms to this contract. Where Terms and Conditions of this Subcontractor Agreement and the Prime Agreement differ, the following precedence in Terms and Conditions shall apply:

1. Prime Agreement between GSI and Client
2. This Subcontractor Agreement
3. Request for Bids Form from [SUBCONTRACTOR] dated [DATE]

2. Prevailing Wage Requirements

Per DEQ, the project is a construction project subject to Oregon Prevailing Wage Rate (PWR) law under Oregon Revised Statute (ORS) 279C.800 to 279C.870 and related Oregon Bureau of Labor and Industries (BOLI) rules in Oregon Administrative Rule 839-025. As a public works project, this Subcontractor Agreement incorporates by reference the State of Oregon General Conditions (GCs) for Public Improvement Contracts (January 1, 2012 Edition) and the project-specific Supplemental General Conditions (SGCs) revised as of September 29, 2023. GCs and SGCs are attached as Attachment C. In signing this Agreement, Subcontractor recognizes that this project is subject to BOLI PWR law requirements, the GCs, and the SGCs. Provisions, specifications, and/or requirements of PWR law are listed below, but are not exclusive, and additional requirements may apply:

- A. Subcontractor shall pay its workers not less than the applicable BOLI wage rates in accordance with ORS 279C.840. The applicable BOLI wage rates are published in the BOLI "Prevailing Wage Rates for Public Works Contracts in Oregon" as of July 5, 2023 (these rates are available at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>).
- B. Subcontractor must file or have on file (for the duration of the project), a \$30,000 Public Works Bond with the Oregon Construction Contractors Board before beginning work, unless exempt under ORS 279C.836(4), (7), (8), or(9).
- C. Subcontractor must file or have on file at all times for the duration of the Contract Period a performance bond in a sum equal to the Subcontractor Agreement Price (Attachment A), and a separate payment bond also in a sum equal to the Subcontractor Agreement Price in accordance with Section G.2 of the State of Oregon General Conditions.
- D. If Subcontractor fails to pay for labor or services, DEQ can pay and withhold these amounts from payments due to Subcontractor.
- E. Daily, weekly, weekend, and holiday overtime will be paid as required by ORS 279C.540.
- F. Subcontractor shall provide a written schedule to employees showing the number of hours per day and days per week that the employee may be required to work.
- G. Subcontractor shall promptly pay for any medical services that they have agreed to pay.

These prevailing wage requirements shall also flow down to second-tier subcontractors, as well as the terms and conditions in this Subcontractor Agreement and the Prime Agreement.

3. Relationship of the Parties

The relationship between the parties as set forth in the Agreement shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture, partnership, or the

relationship of principal and agent or employer and employee. Neither party may obligate the other to any expense or liability except upon written consent of the other.

Subcontractor acknowledges that it will retain the right to select its own methods and manner of performing its work and to control its own employees and agents in the performance thereof. Nothing shall be construed as conferring upon Subcontractor any status or relationship with GSI other than that of independent subcontractor.

4. Changes

GSI may change the scope of the Subcontractor's services to the extent required by GSI or deemed necessary or desirable by GSI to facilitate progress, minimize cost or otherwise benefit the Client. Any change in the scope of the Subcontractor's services shall be made in writing and shall not be effective until agreed to by both parties. In the event any such change results in a material addition or deletion of services required of the Subcontractor, an equitable adjustment in the compensation payable to the Subcontractor thereunder will be negotiated between the parties hereto prior to any effort being expended on such services.

5. Payment

5.1. Compensation

Compensation to the Subcontractor shall be on a unit and/or lump sum price basis for services in accordance with the Subcontractor's quote, submitted to GSI on [DATE] and provided in Attachment A. The total contract amount is \$_____. Total billings from the Subcontractor shall not exceed this amount without prior written authorization by GSI. If conditions require a change in scope, the Subcontractor shall request a change order and provide a scope and bid estimate for the change. GSI shall endeavor to respond to the request within 24 hours.

5.2. Invoices

Subcontractor shall prepare and submit to GSI monthly invoices for services performed. Each invoice shall be submitted by the third day of each calendar month for the prior month during which services were performed in order to be included in GSI's monthly invoice to the Client during the month the Subcontractor's invoice was received. The invoice shall (1) reference the project name and project number, (2) include a summary of the billing status (Agreement amount and total amount billed to date), and (3) include any other supporting data as may be required by GSI and the Prime Agreement, including required BOLI forms.

Payment shall be made to the Subcontractor within 15 business days from the time GSI receives payment from the Client for the work that Subcontractor performed. Compensation shall be based on the lump sum and/or quantities and unit costs as set forth in the attached Subcontractor's cost estimate, submitted [DATE] (Attachment A).

5.3. Additional Payment

No additional payments shall be made under this Agreement unless otherwise specifically agreed upon in writing as an amendment to this contract.

6. GSI-Furnished Information

GSI shall furnish to the Subcontractor all information available from GSI having a bearing on the project. The Subcontractor shall be responsible for requesting such information from GSI sufficiently in advance of need so as to permit efficient compliance with the request.

7. Cooperation with Others

The Client facility is active and operating and the Subcontractor shall coordinate activities and work cooperatively with GSI, companies operating in the area, and other contractors to facilitate work flow and avoid undue interference with other's activities. Subcontractor shall comply with all such policies, practices, and other requirements as GSI may reasonably establish in connection with its overall management and administration of the project.

8. Standard Provisions

8.1. Services

The Subcontractor shall provide the services authorized under this Agreement and shall serve as an independent contractor. Opinions expressed by Subcontractor as part of its work are deemed to be solely those of Subcontractor.

8.2. Standard of Care

The standard of care applicable to Subcontractor's services will be the degree of skill and diligence normally employed by professionals performing the same or similar services in Oregon. The Subcontractor will re-perform any services not meeting these standards without additional compensation. If such deficiencies are not corrected in a timely manner, GSI may cause the same to be corrected and deduct costs incurred from Subcontractor's compensations.

8.3. Licensing

Subcontractor shall obtain and hold all applicable licenses and bonds for a [SPECIFY SERVICE] contractor doing business in the State of Oregon, including, but not limited to: State Contractor's License and Bonds, [OTHER AS REQUIRED BY PROFESSION], and any applicable business licenses required at the work location.

8.4. Time of Performance

The time schedule for performance of services will be based on the Subcontractor's anticipation of the orderly and continuous progress of the project. If the Subcontractor is delayed in the performance of services by conditions that are beyond its control, the Subcontractor shall promptly notify GSI in writing of the cause of delay and the amount of delay anticipated. The Subcontractor shall then prepare a revised estimate of time needed to complete the project, and shall submit the revisions in writing to GSI for approval. An extension of time granted by GSI to Subcontractor shall not constitute cause for additional compensation to be claimed by Subcontractor, and no such additional compensation shall be paid to Subcontractor unless agreed upon in writing by GSI.

If Subcontractor's services are interrupted or suspended by GSI or its Client, the completion date shall be amended commensurately. GSI shall pay Subcontractor necessary and reasonable costs incurred by Subcontractor directly attributable to the suspension, in addition to other compensation provided by this Agreement.

8.5. Compliance with Laws

The Subcontractor shall observe and abide by all applicable laws, rules, and regulations of the federal, state, county and municipal governments (and subdivisions or agencies thereof) as they apply to the work described herein.

8.6. Indemnification

Except to the extent caused by GSI's negligence or willful misconduct, Subcontractor agrees, to the fullest extent permitted by law, to indemnify and hold GSI, and GSI's clients, agents and employees,

harmless from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses (“losses”) resulting out of the activities, acts, errors, or omissions of the Subcontractor.

In the event that claims, losses, damages or expenses are caused by the joint or concurrent actions of Subcontractor and GSI, they shall be borne by each party in proportion to its own responsibility. This provision is intended to indemnify and hold harmless each other and each other’s clients specifically in any situation in which employees, agents, and representatives commence a third party action for injuries or death otherwise covered by applicable workmen’s compensation laws.

Notwithstanding anything else provided herein, in no event will either party hereto be liable for any indirect, incidental, special, consequential, punitive or similar damages or any actual or alleged lost profits, loss of data or business interruption losses. In no event will the total, aggregate liability of Subcontractor under this Agreement exceed the greater of (i) the Agreement price for the services for which liability is claimed or (ii) any available and recoverable insurance proceeds. The liability limitations shall apply even if Subcontractor has been notified of the possibility or likelihood of such damages occurring and regardless of the form of action, whether in contract, negligence, strict liability, tort, products liability or otherwise. The parties agree that these limits of liability shall survive and continue in full force and effect despite any termination or expiration of the contract between Subcontractor and GSI. The liability limitations set forth in this section shall apply to all Losses, including, without limitation, Losses subject to indemnification as set forth above.

If Subcontractor delays its work required by this Agreement, except for causes beyond its control or when subcontractor is diligently working to correct said delay, or performs its work in a faulty manner so as not to be finally approved and accepted by the Client as required under this Agreement, and if through such failure, GSI shall be penalized under its contract with its Client, then, in such event, the Subcontractor shall reimburse GSI for any sums of money that GSI shall rightfully pay to its Client because of such default of the Subcontractor or GSI may withhold any payments to Subcontractor for the purpose of setoff until such time as the exact amount due to GSI from the Subcontractor is determined or the terms for correcting the deficiency are determined.

8.7. Confidentiality

Confidentiality is a high priority under this Agreement. Subcontractor hereby agrees to hold confidential and make reasonable efforts to maintain secrecy and confidentiality of all Confidential Information that may pass to the Subcontractor during the period governed by this Agreement. The confidentiality clause of the Prime Agreement takes precedence.

The confidentiality provisions of this Agreement do not apply to Confidential Information that (1) becomes generally available to the public, (2) becomes available to the Subcontractor on a non-confidential basis, (3) was known to Subcontractor prior to disclosure by Client or GSI, or (4) is verifiably developed without the benefit of the Confidential Information provided by Client or GSI.

8.8. Responsibility for Completeness and Adequacy

Approval by GSI and/or its Client of the work performed hereunder shall not in any way relieve the Subcontractor of the responsibility for the completeness and adequacy of the work, when notice of the defects or inadequacies are given to Subcontractor within one year from the date of final acceptance of the work by GSI. Neither approval nor acceptance of services performed shall be construed to operate as a waiver of any rights under this Agreement, and the Subcontractor shall be and remain liable in accordance with applicable law for damage to the Client or GSI caused by the Subcontractor's negligent performance or omission of the services furnished under this Agreement.

GSI may review the Subcontractor's work product and, if it does not meet the requirements of the Scope of Work (Attachment A) or the Standard of Care provisions of this Agreement, the Subcontractor will revise, amend, expand, or correct the work product to the end that it is complete and appropriate without additional cost to GSI. A material deficiency in the work product based upon the Scope of Work may be sufficient cause to withhold or delay payment to the Subcontractor. In no event will GSI withhold payment under this paragraph for work satisfactorily completed, based upon the Scope of Work and Schedule of Payment.

8.9. Insurance

Subcontractor shall obtain and maintain at its expense such insurance coverage, in such amounts as are required of GSI in its contract with the Client (Attachment B), or, as is specified below, whichever is greater. Before beginning work under this Agreement, the Subcontractor shall provide GSI with certificates showing proof of the insurance furnished in compliance with the foregoing from insurance companies authorized to do business in the State of Oregon and indicating GSI Water Solutions Inc. and Client as additional insureds on the Comprehensive General Liability, Automobile, and Contractor's Pollution Liability policies. The Subcontractor agrees to provide GSI with 30 days prior written notice of cancellation of any of the required insurance coverages.

- A.** If Subcontractor is providing products, it will insure the products for all risks until received at the point of delivery.
- B.** Subcontractor shall obtain and maintain in full force and effect for the entire duration of this Contract at Subcontractor's sole expense, the following insurance coverages on its operations under this Contract:
 - 1.** Commercial General Liability (occurrence form), covering bodily injury and property damage liability, contractual liability, XCU (Explosion, Collapse and Underground); Products and Completed Operations liability; Independent Contractors; Broad Form Property Damage; Premises/Operations; and, if performing construction or repair services, including broad form property damage liability (BFPD), with minimum limits of \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate, and \$4,000,000 general aggregate;
 - 2.** Comprehensive Automobile Liability covering owned, leased, hired, and non-hired or scheduled vehicles with minimum limits of \$2,000,000 per person and \$2,000,000 per accident for bodily injury and \$2,000,000 property damage or combined single limit of \$2,000,000;
 - 3.** Workers' Compensation or Industrial Accident insurance providing benefits as required by law, and if maritime activity exists, the coverage is to also include USL&H, Jones Act, and Protection and Indemnity, where applicable;
 - 4.** Employer's Liability/Stop-Gap Liability coverage (U.S. only) with minimum limit of \$2,000,000 each accident, \$2,000,000 each employee, and \$4,000,000 policy limit; and
 - 5.** Pollution Liability covering sudden and non-sudden accidental occurrences both on and off-site including severability of interests, with limits pursuant to applicable state and federal requirements, but not less than \$2,000,000 Each Occurrence and \$4,000,00 annual Aggregate. Coverage shall be in

effect at all times during the work and for a period of two years following final acceptance.

- C. Subcontractor shall be responsible for any other applicable State of Oregon or local contractor's bonding and insurance requirements.
- D. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance under this Agreement.

8.10. Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by GSI or the Subcontractor to any other individual or entity. Reports, opinions, and other instruments of the Subcontractor's services under this Agreement are for the sole use of the Client.

8.11. Assignments

This Agreement is binding on the heirs, successors, and assignees of the parties hereto. The Subcontractor shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of GSI and in strict compliance with the terms, provisions, and conditions of the Agreement.

8.12. Termination of Agreement

Unless terminated as provided hereinafter, this Agreement shall terminate upon completion and acceptance by the Client of all the work specified in the Scope of Work (Attachment A).

This Agreement may be terminated at any time upon three (3) days written notice to Subcontractor for convenience or in the event the Subcontractor: (1) fails to promptly remedy any deficiencies identified by GSI under Section 8.8, (2) declares bankruptcy, commits any act of bankruptcy, becomes insolvent or makes an assignment for the benefit of its creditors, or (3) fails to meet the obligations of this Agreement.

If this Agreement is terminated in whole or in part by GSI, an equitable adjustment in the price provided for in this Agreement shall be made, but: (a) no amount shall be allowed for anticipated profit on unperformed services, and (b) any payment due to the Subcontractor at the time of termination shall be adjusted to the extent of any additional costs to GSI caused by the Subcontractor's default, including coordinating, contracting and remobilizing other Subcontractor services.

Upon termination, the Subcontractor shall (a) promptly discontinue all services affected (unless the notice directs otherwise), and (b) deliver or otherwise make available to GSI original quality copies of all work products that may have been accumulated by the Subcontractor in performing this Agreement whether completed or in progress. Upon termination, all Subcontracts related materials delivered to GSI under clause (b) above shall be the property of, and be available for use on the project by, GSI and its Client.

In addition to other rights of termination provided in the Agreement, Subcontractor may terminate this Agreement: (a) if any breach of this Agreement by GSI remains uncured for ten (10) days after receipt of written notice of such breach; (b) failure by GSI to make payments when due; or (d) if GSI becomes insolvent, voluntarily files a petition for bankruptcy or for reorganization, fails to have dismissed within sixty (60) days of filing any involuntary petition in bankruptcy or reorganization, makes an assignment for the benefit of creditors, obtains the appointment of a trustee or receiver or the occurrence of any equivalent event under applicable law.

8.13. Affirmative Action

The Subcontractor, with regard to the work performed by it after award and prior to completion of this Contract, shall not discriminate on the grounds of race, religion, color, sex, age, sexual orientation, political ideology or national origin in the selection and retention of Subcontractors, including but not limited to, procurement of materials and leases of equipment.

8.14. Health & Safety Section and Hazardous Substances

Subcontractor shall take all necessary precautions for the safety and protection of the public, and the employees and property of GSI, the Client and other Subcontractors and Subconsultants. Subcontractor shall comply with all safety and training obligations required by applicable federal, state and local laws, codes and regulations and as may additionally be required by the Client. Compliance with these safety and training requirements is the sole responsibility of Subcontractor and shall not create an implication that GSI is in any way responsible for the safety of Subcontractor's employees. In addition, Subcontractor shall maintain its working environment to adequately protect the health and safety of Subcontractor's agents and Subcontractors, Client, GSI, their respective employees, the public, and other third parties. All tools, equipment, facilities, and other items used by Subcontractor, and practice employed by Subcontractor in accomplishing the work are considered to be part of the working environment.

Subcontractor warrants that all of its employees permitted to engage in hazardous work or hazardous waste operations that could expose them to hazards or hazardous substances, or safety or health hazards have obtained the necessary health and safety training and medical surveillance required by applicable federal, state, and local laws, codes and regulations.

8.15. Governing Law

The laws of the state of Oregon shall govern this Agreement. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

8.16. Notices

All notices or other communications required or permitted by this Agreement (a) must be in writing; (b) must be delivered to the Parties at the addresses set forth below, or any other address that a party may designate by notice to the other party; and (c) will be deemed received: (i) upon personal delivery (or when delivery thereof is refused); (ii) one business day after being sent by overnight courier, charges prepaid, (iii) four business days after being mailed, postage prepaid, by registered or certified mail, or (iv) when sent by e-mail during the recipient's normal business hours, or the following business day if sent by e-mail outside of the recipient's normal business hours:

Subcontractor:
SUBCONTRACTOR
Address
City, State ZIP
ATTN: [CONTACT]

GSI:
GSI WATER SOLUTIONS, INC.
650 NE Holladay St., Suite 900
Portland, OR 97232
ATTN: Josh Bale

8.17. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this Agreement.

8.18. Waiver

The waiver by GSI of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fees by GSI, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by the Subcontractor of any term, covenant, or condition of this Agreement or any applicable law or ordinance.

9. Disputes and Arbitration

All claims, disputes, and other matters in question between GSI and Subcontractor arising out of or relating to this Agreement and the scope of the work thereof, including the interpretation of this Agreement, or the breach thereof, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, *PROVIDED THAT* the parties mutually agree to such arbitration. Each of the parties to this Agreement agrees that such arbitration proceeding may be joined or consolidated with any other similar arbitration proceeding involving any other party (not a party to this Agreement) whose contract likewise calls for dispute resolution by arbitration under the rules of the American Arbitration Association, where such joinder or consolidation of arbitration proceedings will afford more complete relief to a party to this Agreement.

In any such dispute, whether referred to arbitration or otherwise, the losing party shall pay to the prevailing party all of the prevailing party's reasonable attorney's fees, costs and expenses incurred by the prevailing party with respect to such dispute.

10. Entire Agreement

This document represents the entire and integrated Agreement between GSI and the Subcontractor, and supersedes all prior negotiations, representations, and agreements, either written or oral, between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives.

DATED THIS _____ day of _____.

Groundwater Solutions, Inc. dba GSI Water Solutions, Inc.

DATED THIS _____ day of _____.

[SUBCONTRACTOR]

EXHIBIT D

Prime Agreement Flow-Down Provisions

Exhibit D – Prime Agreement Flow-Down Provisions

Groundwater Solutions, Inc. (GSI), is requesting subcontracting services because of its February 3, 2023, Price Agreement (PA) with the Oregon Department of Environmental Quality (DEQ). Portions of the PA pertinent to the Subcontractor's responsibilities, general conditions, and timing of services are presented below. For purposes of incorporating these provisions into a subcontracting agreement with GSI, the following changes in the terminology of the PA shall apply: "Contractor" shall mean Subcontractor; "Agency" shall mean GSI, unless otherwise necessary to correctly interpret the clause or to preserve the interests of DEQ; and "Contract" shall mean the subcontracting agreement.

1. Effective Date and Duration. To be effective, each Task Order Contract approved and entered into by the Agency and Contractor under this PA must have an effective date ("Effective Date") and an expiration date ("Expiration Date"). Contractor shall be liable for all expenses related to any Contractor performance prior to the Effective Date or after the Expiration Date of the fully executed Task Order Contract, unless otherwise agreed upon in writing.

5. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor, by its signature on the PA and any Task Order Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <http://www.irs.gov/pub/irs-pdf/p1779.pdf>. Contractor shall perform all Work as an independent contractor. Although Agency reserves the right (i) to determine (and modify) the delivery schedule for the Work and (ii) to evaluate the quality of the Contractor's performance, Agency shall not control the means, methods, or manner of Contractor's performance. Contractor is responsible for determining the appropriate means, methods, and manner of performing the Work.
- b. If Contractor is currently performing services or work for the State of Oregon or the federal government, Contractor by signature to this PA represents and warrants that: Contractor's Work to be performed under this PA creates no potential or actual conflict of interest as defined by ORS 244 or ORS 279A, 279B or 279C, and no statutes, rules or regulations of the State of Oregon or the federal government for which the Contractor currently performs work otherwise prohibit Contractor's Work under this PA. Contractor is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal, state, and local taxes applicable to compensation or payments paid to Contractor under this PA. If Contractor is subject to withholding, Agency may withhold from such compensation or payments any amount(s) to cover Contractor's federal, state, or local tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this PA, except as a self-employed individual (if applicable).

6. Subcontracts and Assignment; Successors and Assigns

- a. Contractor shall not enter into any subcontracts for any of the Work required by this PA, or assign, delegate, or transfer any of its rights or obligations under this PA, without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this PA a requirement that the subcontractor be bound by Sections 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 20, 21, 23, 27, 28, 29, 30, 31 and identified sections of **Exhibit A** of this PA as if the subcontractor were Contractor. Agency's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this PA.
- b. The provisions of this PA are binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns, if any.

7. No Third-Party Beneficiaries. Agency and Contractor are the only parties to this PA and are the only parties entitled to enforce its terms. Nothing in this PA gives or is intended 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 PA.

8. Funds Available and Authorized; Payments

- a. Contractor is not entitled to be paid for Work performed under this PA by any other agency or department of the State of Oregon. By signing a Task Order Contract Agency represents that it has sufficient funds currently available and authorized for expenditure to finance the costs of the signed Task Order Contract within Agency's current appropriation or limitation. Agency's obligation to pay for Work performed after the last day of the current biennium or other budgetary time period is contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this PA.
- b. Agency is only required to pay for Work that is accepted by Agency.

9. Representations and Warranties.

a. Contractor's Representations and Warranties.

- (1) Contractor represents that it has the power and authority to enter into and perform this PA, and warrants that this PA, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- (2) Contractor represents that it has the skill and knowledge possessed by well-informed members of its industry, trade or profession and warrants that it will apply that skill and knowledge with care and diligence to perform the Work in a professional and workmanlike manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- (3) Contractor represents and warrants that, at all times during the term of this PA, if any portion of the Work that is required under particular Task Order Contracts must be performed/provided by a registered professional engineer (as that term is defined under ORS 279C.100), other design professionals, construction contractors licensed under ORS Chapter 701, or asbestos abatement contractors licensed under ORS 468A.710, the Contractor will perform or provide that Work with qualified, professionally competent, and duly licensed/registered Contractor personnel or through licensed/registered Subcontractor personnel, as required by law;
- (4) Contractor represents that all software used by Contractor for Work under this PA is properly licensed; and
- (5) Contractor represents that, Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date of this PA, faithfully has complied with the following:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor;
 - (iii) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All Work product of Contractor that results from this PA, whether in draft or final form (the "Work Product") is the sole and exclusive property of Agency. Agency and Contractor intend that such Work Product be deemed "Work made for hire" of which Agency is deemed the author. Contractor hereby irrevocably assigns to Agency all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as may be necessary or Agency may reasonably request in order to fully vest such rights in Agency. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

All of Contractor's preexisting proprietary information, documents, materials, computer programs, or software developed by Contractor outside of this PA remain the property of Contractor.

To the extent such Work Product incorporates Contractor's preexisting proprietary information, documents, materials, computer programs, or software developed by Contractor outside of this PA, or assignment of such Work Product is prohibited by law, Contractor hereby grants Agency a nonexclusive and irrevocable license to use, reproduce, distribute, publicly perform or display, or modify, such Work Product as Agency deems appropriate. Contractor shall execute such further documents and instruments as may be necessary or as Agency may reasonably request in order to fully vest such license rights in Agency.

11. Indemnity, Hold Harmless and Defense Provisions. Contractor shall indemnify, hold harmless and defend the State of Oregon and Agency pursuant to the provisions set forth in **Exhibit A**.

12. Insurance. Contractor shall provide insurance as indicated in **Exhibit A**. Adjustments in coverage or insurance limits for certain subcontractors may be available upon a showing of good cause by the Contractor and with written approval by the Agency, consistent with Section V.9 of Exhibit A to the PA. Agency may request that Contractor increase its minimum coverage limits under this PA as a condition of renewing this PA, or on a Task Order Contract by Task Order Contract basis.

13. Termination

a. Parties' Right to Terminate By Mutual Agreement. This PA may be terminated at any time by mutual written agreement of the Parties.

b. Agency's Right To Terminate For Convenience. Agency may, at its sole discretion, terminate this PA, or any Task Order Contract issued pursuant to this PA, upon 30 days' notice to Contractor.

c. Agency's Right to Terminate For Cause. Agency may terminate this PA, or any Task Order Contract issued pursuant to this PA, immediately upon notice to Contractor, or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:

(i) Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Work;

(ii) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Work under this PA is prohibited, or Agency is prohibited from paying for such Work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the Work; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this PA, fails to perform the Work under this PA within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this PA in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Agency's notice, or such longer period of cure as Agency may specify in such notice.

d. Contractor's Right to Terminate for Cause. Contractor may terminate this PA or any Task Order Contract issued pursuant to this PA upon 30 days' notice to Agency if Agency fails to pay Contractor pursuant to the terms of this PA and Agency fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. Remedies

(i) In the event of termination pursuant to Sections 13.a, 13.b, 13.c(i), 13.c(ii) or 13.d, Contractor's sole remedy is a claim for reasonable costs incurred on specific Task Order Contracts through the date of termination, plus Work completed and accepted by Agency, less previous amounts paid, and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Agency upon demand.

(ii) In the event of termination pursuant to Section 13.c(iii) or 13.c(iv), Agency may pursue any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 13.c(iii) or 13.c(iv), the rights and obligations of the Parties are the same as if this PA was terminated pursuant to Section 13.b.

f. Contractor's Tender Upon Termination. Upon termination of this PA or a Task Order Contract, Contractor shall deliver to Agency all documents, information, works-in-progress, and other property that are or would be deliverables had the Task Order Contract been completed. Upon Agency's request, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Work.

g. Immediate Cessation of Activities. Upon receiving a notice of termination of this PA or a Task Order Contract, Contractor shall immediately cease all activities under the PA or the Task Order Contract, as applicable, unless Agency expressly directs otherwise in such notice of termination.

15. Records Maintenance; Access. Contractor shall maintain all records relating to this PA in accordance with **Exhibit A**.

16. Compliance with Law Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this PA, any Task Order Contracts, and the performance of the Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the PA and any Task Order Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act portion of the American Recovery and Reinvestment Act of 2009 ("ARRA"), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the

Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act ("WIA") of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all applicable federal laws; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the PA and the Task Order Contracts and are required by law to be so incorporated. Agency's performance under the PA and any Task Order Contracts is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this PA and any Task Order Contracts entered into by the Parties, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

Task Order Contracts issued pursuant to this PA may involve Work that will constitute a "public works" and therefore be subject to the prevailing wage rate requirements set forth in ORS 279C.800 through 279C.870, OAR 839-025 and as otherwise mandated by the Oregon Bureau of Labor and Industries, or pursuant to the Davis-Bacon Act, 42 USC §3142(a) and Related Acts, and as otherwise mandated by the U.S. Department of Labor. Furthermore, certain Work to be performed by the Contractor under Task Order Contracts may constitute "public improvement" construction services/work, as well as a "public works", and be subject to the requirements of ORS 279C.300 through 279C.870. In the event Task Order Contract Work is subject to these requirements, Contractor agrees to comply with all applicable statutes, administrative rules, regulations and other laws pertaining to the "public works" and "public improvement" Work, and agrees to perform any such Work pursuant to the plans and specifications for the project, the State of Oregon General Conditions for Public Improvement Contracts, the Supplemental General Conditions, as modified by any project-specific requirements, and any other project-specific requirements included in the Task Order Contract.

17. Compliance with Oregon Tax Laws.

a. Contractor shall, throughout the duration of this PA and any Task Order Contracts, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Sections 9.a.(5)(i) through 9.a.(5)(iv).

b. Any violation of Section 17.a. constitutes a material breach of this PA and any related Task Order Contracts. Further, any violation of Contractor's representation and warranty in Section 9.a.(5) of this PA, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also constitutes a material breach of this PA. Any violation entitles Agency to terminate this PA and any related Task Order Contracts, to pursue and recover any and all damages that arise from the breach and the termination of this PA and any Task Order Contracts, and to pursue any or all of the remedies available under this PA and any Task Order Contracts, at law, or in equity, including but not limited to:

(i) Termination of this PA and any Task Order Contracts, in whole or in part;

(ii) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor without penalty; and

(iii) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency is entitled to recover any and all damages suffered as the result of Contractor's breach of this PA and any Task Order Contracts, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services.

c. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

20. Survival. All rights and obligations cease upon termination or expiration of this PA, except for the rights and obligations set forth in Sections 1, 5.c., 7, 8, 9, 10, 11, 12, 13, 15, 20, 21, 23, 27, 28, 29, 30, 31 and in identified sections of **Exhibit A** to the PA.

21. Time is of the Essence. Contractor agrees that time is of the essence under this PA and any Task Order Contracts issued under this PA.

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

27. Governing Law; Venue; Consent to Jurisdiction. This PA and all Task Order Contracts entered into by the Parties under this PA shall be governed by, construed, and enforced in accordance with, the laws of the State of Oregon, without regard to

principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this PA and any Task Order Contracts shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONTRACTOR, BY EXECUTION OF THE PA, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

28. Merger Clause; Waiver. This PA and each Task Order Contract, including everything incorporated by reference into each Task Order Contract, constitutes the entire agreement between the Parties on the subject matter of this PA and each Task Order Contract. There are no understandings, agreements, or representations, oral or written, not specified herein and in each Task Order Contract, regarding each Task Order Contract. No waiver, consent, modification or change of terms of this PA or any Task Order Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary State of Oregon governmental approvals have been obtained. Such a waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of this PA and any Task Order Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the PA or a Task Order Contract as material provisions or the failure to comply with certain provisions as a material breach of the PA or the Task Order Contract shall in no way be construed to mean that any other provisions of the PA or the Task Order Contract are not material or that failure to comply with any other provisions is not a material breach of the PA or the Task Order Contract.

29. Certified Firms. Respecting certification as a disadvantaged business enterprise, minority-owned business (MBE), woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055 ("Certified Business Firm" or "Certified Firm"), as and when applicable, the Contractor shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by ORS 279A.107 as a material condition of the PA. If the Contractor or subcontractor was awarded the PA, Task Order Contract or subcontract, as applicable, in the course of Agency carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, Agency may terminate the Task Order Contract or PA, require the Contractor to terminate the subcontractor, or exercise any of the remedies reserved for a breach of the PA or Task Order Contract.

30. Certified Firm Outreach. Contractor shall take steps to reach out to Certified Firms for subcontracting opportunities as applicable to perform work under Task Order Contracts issued under this PA that do not include any federal funding. Contractor, as performance obligations of Task Order Contracts that do not include any federal funding, shall conduct the outreach, subcontracting and assistance efforts such as reviewing Oregon Certification Office for Business Inclusion and Diversity website and other available databases (e.g., www.oame.org) and networks to identify potentially qualified firms. Identified firms shall be contacted to obtain additional information and, if they meet Contractor's qualifications, those firms would be included on solicitation lists.

31. Oregon False Claims Act Requirements.

a. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the PA and any Task Order Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the PA and any Task Order Contract or the project for which the Work is being performed, including but not limited to Contractor's statement of proposal, price proposal and any invoices, reports, or other deliverables.

b. Contractor shall immediately disclose (in writing) to Agency whenever, in connection with the award, performance or closeout of the PA or any Task Order Contract, or any subcontract thereunder, Contractor has credible evidence that a principal, employee, agent, or subcontractor of Contractor has committed—

(i) A violation of the Oregon False Claims Act; or

(ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity, or similar misconduct.

c. Contractor must include subsections (a) and (b) of this section in each subcontract Contractor may award in connection with the performance of the PA or any Task Order Contract. In doing so, Contractor may not modify the terms of those subsections, except to identify the subcontractors that will be subject to those provisions.

EXHIBIT A – DEQ ENVIRONMENTAL CLEANUP PROGRAM; SCOPE OF SERVICES; COMPENSATION; OTHER REQUIREMENTS FOR TASK ORDER CONTRACTS

III.

COMPENSATION

Agency will make payment for the Work performed by the Contractor under this PA on the basis specified in each Task Order Contract issued by Agency and signed by the Parties. Types of payment bases include, but are not limited to, fixed price (Lump Sum) and unit cost rates.

1. Task Order Contracts.

Agency will identify the scope of Work and the deliverables for the Task Order Contract. Contractor shall agree on the final Statement of Work for the Task Order Contract, the schedule for the Contractor’s Work and deliverables and a maximum fixed price for the Work described. Agency shall pay for Work performed and deliverables upon Agency’s acceptance of the Work, unless otherwise arranged and documented in writing with Agency.

3. Double Billing.

Contractor shall not double bill. For example, no item or cost submitted for reimbursement by Contractor may be listed or billed in more than one expense category or work line item.

5. Changes/Amendments.

No notice, communication, or representation in any form from any person other than the Agency Land Quality Division Administrator (LQDA), Contract Officer or any other Agency personnel to whom the LQDA has delegated authority, can affect the estimated cost or price of any Task Order Contract. In the absence of the specified notice from the LQDA or other Agency personnel to whom the LQDA has delegated authority, Agency is not obligated to pay Contractor for any costs in excess of the Total Estimated Costs set forth in the Task Order Contract, whether those excess costs were incurred during the course of the Task Order Contract or as a result of termination. Agency is also not obligated to pay any costs Contractor incurs before the specified notice that are in excess of the Total Estimated Costs set forth in the Task Order Contract.

8. Records Maintenance; Access.

Contractor shall maintain and cause any subcontractors to maintain complete program, project, engineering, field inspection, permits and financial records relating to all activities financed in part or in whole by this PA. Such records must clearly indicate total receipts and expenditures by Task Order Contract. Upon Agency’s request, Contractor shall make all records, including those held by any subcontractor, available to Agency for such reasonable use as Agency sees fit.

Upon reasonable request by Agency, Contractor shall make and cause any subcontractors to make all program records, data records, financial records, books, documents or papers prepared or held by Contractor and subcontractors which are directly pertinent to this PA open for audit at reasonable times by Agency, the Oregon Secretary of State or the federal government, and any duly authorized representative during the period of this PA and for a period of ten (10) years after the final payment, settlement of any dispute, or adjustment to provisional indirect rates under this PA, whichever is later. In the event any such audits determine discrepancies in the financial records, Contractor shall provide financial adjustments or clarification, if Agency so requests.

9. Final Audit and Refunds

All payments to Contractor are subject to final audit by Agency. Contractor shall immediately refund any unauthorized expenditures to Agency.

V.

RESPONSIBILITIES OF CONTRACTOR

1. Quality of Work.

Contractor shall use its best efforts to perform the Work specified in each Task Order Contract within the estimated cost and the approved schedule. Given the nature of the Work under this PA and any Task Order Contract, the Agency emphasizes the following: **Time is of the essence in the Contractor’s performance of Work under this PA and any Task Order Contracts.**

Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, work plans, reports, and other Work Product furnished by Contractor under this PA. Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in all the designs, drawings, specifications, work plans, reports, and other Work Product submitted to Agency as necessary to meet standards appropriate for the Work for which the submittal was prepared.

The Agency's approval of drawings, designs, specifications, work plans, reports, other Work Product and any incidental Work or materials furnished hereunder does not in any way relieve Contractor of responsibility for the adequacy of the Work provided. The Agency's review, approval, acceptance, or payment for any Work is not a waiver of any rights under this PA or any Task Order Contract entered into by the Parties or of any cause for action arising out of the performance of this PA and any Task Order Contracts entered into by the Parties.

Contractor's Work will be performed in accordance with the standard of care and skill ordinarily exercised by other professional contractors under similar circumstances (the "Standard of Care"). In the event that, in Agency's sole judgment, Contractor fails to perform in accordance with the Standard of Care, Contractor shall, upon notification from Agency, correct the Work at no additional cost to Agency within a mutually acceptable reasonable period of time. If Contractor disagrees with the assertion of failure to meet the Standard of Care, Contractor shall notify Agency's Contract Officer and, if applicable, the Agency's Project Manager for the subject Task Order Contract, in writing within five (5) business days. In the event that Contractor fails or refuses to correct the Work as provided in this section, Agency is entitled to recover any damages caused by such failure to correct.

Contractor warrants that all data collected will be accurately recorded, stored, processed, and reported, and that Contractor project files will be sufficiently detailed to provide a complete and accurate history of the Contractor's data gathering, transmission, manipulation, analysis, and conclusions.

Nothing in this PA prevents Agency from fully and completely recovering from Contractor any damages caused by the negligent, intentional, willful, or reckless conduct of Contractor.

2. Data Management.

A. Agency may request that Contractor manage data generated during various tasks both in manual and electronic files. Contractor must ensure that all data submitted to Agency is in consistent formats and units to be specified by Agency. Unless otherwise specified in writing, Contractor shall observe the following:

1. Contractor shall maintain sufficiently detailed records to provide a complete and accurate history of each Task Order Contract.
2. Contractor shall verify all data prior to placement in manual or electronic files.
3. Contractor shall systematically file all data generated or received for easy reference and retrieval.
4. Data sets stored using electronic files must have easily defined data structures suitable for a large number of records. Contractor shall review and validate electronic data prior to data use and shall manage the data using Agency approved commercially available computer programs, unless otherwise approved in writing by Agency.
5. Contractor shall submit all laboratory data to Agency in the Federal EPA Contract Laboratory Program format, using EPA qualifiers;
6. Contractor shall clearly indicate the location (lat./long or Township/Range/Section) of all non-laboratory collected or analyzed data such as hydrogeologic site characterization data, site data, well construction and development data, potentiometric surface data, geophysical survey data, etc., and shall submit the data with units for each field clearly specified. Agency may specify other units in individual Task Order Contracts;
7. All technical memoranda must summarize the data and collection techniques and include an evaluation of the data and supporting laboratory data sheets as appropriate; and
8. Contractor shall submit maps and plans in the form of blueprints or photocopies as specified by individual Task Order Contracts, or as otherwise approved in writing by Agency.

B. Contractor shall maintain all files for a period of ten (10) years following final payment, settlement of any dispute, or adjustment to provisional indirect rates under this PA, whichever is later, unless otherwise specified by the Contract Officer. Contractor shall not destroy Task Order Contracts and Task Order Contract files without Agency approval from the Contract Officer. Upon Agency request, Contractor shall provide electronic copies of Contractor project files at the completion of a Task Order Contract, as part of the Task Order Contract Work. If Agency requests that the Contractor provide electronic

copies of any remaining Contractor project files upon the expiration or termination of this PA, Contractor shall provide those copies at no further cost to the Agency.

7. Conflict of Interest.

Agency may terminate this PA and any individual Task Order Contracts involved, in the event that Agency determines that a conflict of interest cannot otherwise be avoided. The term "conflict of interest" means that a relationship exists whereby Contractor (including, but not limited to chief executives, directors, project personnel, subcontractors, and proposed subcontractors) has interests which (1) may diminish Contractor's capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased Work Product, or (2) may result in an unfair competitive advantage. Such conflicts may include status as, or financial interest in, a potential responsible party; past, present, or proposed contractual arrangements with a potentially responsible party to be studied; past, present, or proposed contractual agreements with a firm that manufactures or sells any substance or item to be studied; past, present, or proposed manufacturer or seller of any substance or item in competition with a substance or item to be studied. Determination of a conflict of interest will be made by the Agency on a fact-specific basis.

During the course of carrying out the Work, Contractor shall identify and advise Agency of any potential conflict of interest, including that of any subcontractor. For each firm being proposed as a subcontractor under any Task Order Contract, Contractor shall obtain and maintain a statement disclosing the subcontractor's status, and the status of its parent companies, subsidiaries, and affiliates as potentially responsible parties at the project site, if the Task Order Contract is site-specific.

Within five (5) calendar days of Task Order Contract issuance or as otherwise specified in the Task Order Contract, Contractor shall certify that, to the best of its knowledge and belief, it has disclosed all pertinent information concerning Contractor's status as, or relationship to, a potentially responsible party, and that it shall immediately disclose any such information related thereto which is discovered after execution of the Task Order Contract.

If Contractor was aware of an actual or potential conflict of interest prior to acceptance of a Task Order Contract, or discovered an actual or potential conflict after acceptance and did not disclose, or otherwise misrepresented relevant information to Contract Officer, Agency may terminate this PA and any involved Task Order Contracts for default, may debar Contractor from further contracting with Agency and may recommend debarment to the federal government, or pursue such other remedies as may be permitted by law. Contractor must insert into any subcontract hereunder provisions which conform substantially to the language of this clause, including this paragraph.

Should any actions of Contractor or subcontractor be determined to be a conflict of interest by the EPA, such that a funding source for Work under this PA is jeopardized, then Agency may terminate the PA and any involved Task Order Contracts, and invoke other remedies authorized by law.

8. Health and Safety.

The nature of portions of the Work to be performed under Task Order Contracts is acknowledged to be inherently hazardous. In performance of Work under Task Order Contracts, Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety, including but not limited to 29 CFR 1910.120 (Hazardous Waste Operations and Emergency Response). Contractor shall not directly charge the costs and expenses for training required by these standards to Task Order Contracts.

Contractor shall submit one copy of its company health and safety plan, and one copy of the boilerplate language for site specific health and safety plans, to the Contract Officer prior to issuance of the first Task Order Contract under this PA.

9. Contractor Insurance.

Contractor shall not commence Work until it has obtained all the insurance required under this Section and its insurance certification has been provided to Agency pursuant to subsection V.9.K and as otherwise specified. Contractor shall not allow any subcontractor to commence Work on a subcontract until Contractor has confirmed that the subcontractor's insurance is commensurate with the type of Work being provided by the subcontractor, and as may be required by Agency under subsection V.9.E. Receipt of Contractor's insurance certification by Agency does not relieve or decrease the liability of Contractor hereunder. If Contractor does not, for any reason, obtain and maintain any insurance required under this Section or confirm that any subcontractor obtain and maintain any insurance required under this Section, and Agency has not waived the insurance requirement, Agency may cancel any Task Order Contract awarded under this PA, regardless of whether Contractor or any subcontractor has commenced Work under the Task Order Contract.

Contractor shall obtain at Contractor's expense the insurance specified in this Section prior to performing Work under this PA and any Task Order Contracts, and shall maintain the insurance in full force and at its own expense throughout the

duration of this this PA and any Task Order Contracts, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

Agency reserves the right to require additional insurance coverages and increased coverage limits based on the Agency's assessment of risk, on a Task Order Contract by Task Order Contract basis.

For purposes of this Section 9, Contractor Insurance, a Task Order Contract is "predominantly" for construction work if more than 50% of the Contractor's compensation for the Work under the Task Order Contract is compensation for construction work.

A. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and confirm that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident for Task Order Contracts that are not predominately for construction work, and with limits not less than \$1,000,000 each accident for Task Order Contracts that are predominately for construction work.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 for Task Order Contracts that are not predominately for construction work, and with limits not less than \$1,000,000 for Task Order Contracts that are predominately for construction work, and shall require and confirm that each of its out-of-state subcontractors complies with these requirements.

As applicable, in addition to workers' compensation insurance coverage that satisfies ORS 656.017, Contractor shall obtain and keep in effect at its own expense, throughout this PA and any resulting Task Order Contracts, insurance coverages adequate to satisfy and discharge all responsibilities and liabilities, including, but not limited to, liabilities that are subject to, and coverages required by the Merchant Marine Act (Jones Act), 46 USC § 50101, the Longshore and Harbor Workers Compensation Act, 33 USC §§ 901 to 950, 20 CFR Parts 701 to 704 and ORS 654.305 to 654.336, with limits of no less than \$5,000,000 each accident.

B. COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage written on an ISO CG 00 01 10 01 (or equivalent). This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this PA and any resulting Task Order Contracts, and have no limitation of coverage to designated premises, projects, or operations that apply to any Work that is to be provided by the Contractor under this PA and any resulting Task Order Contracts. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

C. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

1. Automobile Liability Broadened Pollution Liability Coverage Endorsement (As Applicable)

If the Contractor is transporting any type of hazardous materials under the contract, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

D. CONTRACTOR'S PROFESSIONAL LIABILITY:

Contractor's Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the Work to be provided under this Price Agreement and any Task Order Contracts by the Contractor and

Contractor's subcontractors, agents, officers, or employees in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims-made basis, the retroactive date of the policy must be prior to the inception of the Work with an extended reporting period equal to the statute of ultimate repose shall be included in the Contractor's Professional Liability insurance coverage.

E. CONTRACTOR'S POLLUTION LIABILITY:

Contractor's Pollution Liability insurance covering Contractor's and appropriate subcontractor's liability for bodily injury, property damage, loss of use of property, loss of value of property, government ordered cleanup costs, natural resource damage, environmental damage, and environmental or natural resource damage resulting from sudden, accidental and gradual pollution and related cleanup costs incurred by Contractor, and any subcontractor if coverage is obtained by the subcontractor, all arising out of the Work performed or provided (including endorsements for transportation risk and non-owned disposal sites) under this PA and any Task Order Contracts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$4,000,000.

1. Asbestos Liability Endorsement (As Applicable)

The Contractor, or the Subcontractor(s), as applicable, if the coverage is obtained by the Subcontractor(s), shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or Subcontractor(s) shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to this PA and any Task Order Contracts.

2. Lead Liability Endorsement (As Applicable)

The Contractor, or the Subcontractor(s), as applicable, if the coverage is obtained by the Subcontractor(s), shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or Subcontractor(s) shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to this PA and any Task Order Contracts.

Contractor shall also confirm that any subcontractors performing Work under Task Order Contracts issued under this PA obtain and keep in effect, during the term of the Task Order Contract, Contractor's Pollution Liability Insurance meeting the requirements of this Section V.9.E and covering subcontractors' liability (including transportation risk and non-owned disposal sites), at a level commensurate with the scope of Work undertaken by the subcontractor, for bodily injury, property damage, loss of use of property, government ordered cleanup costs, natural resource damage, environmental damage, asbestos environmental or natural resource damage resulting from sudden, accidental and gradual pollution and related cleanup costs incurred by subcontractor, all arising out of the Work performed (including transportation risk and non-owned disposal site). Agency may specify in any designated Task Order Contract, or in writing by the Contract Officer, specific minimum limits for any such subcontractor insurance as it deems appropriate.

F. MARINE PROTECTION AND INDEMNITY COVERAGE (AS APPLICABLE)

If applicable to Work under a Task Order Contract issued under this PA, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Task Order Contract, Marine Protection and Indemnity Coverage as applicable to the Work. When the work to be performed entails the use of watercraft such as barges, tug boats, work boats, supply boats, etc. then additional Marine-related coverage will apply. Coverage shall be not less than \$2,000,000 combined single limit per occurrence and annual aggregate limit shall not be less than \$4,000,000.

G. DRONE LIABILITY COVERAGE (IF APPLICABLE)

If applicable to Work under a Task Order Contract issued under this PA, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Task Order Contract, Drone Liability Coverage, as applicable to the Work. The Drone Liability Insurance shall cover bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone's payload, dispensable loads or both payload and dispensable loads in a form and with limits that are satisfactory to the Agency. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this PA and any Task Order Contracts, and have no limitation of coverage to designated premises, project, operation or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$1,000,000 per occurrence.

H. EXCESS/UMBRELLA INSURANCE:

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

In the alternative, if required by the Agency, Contractor shall provide Excess/Umbrella insurance coverage, in an amount to be determined by the Agency based on the Agency's risk assessment of individual TOs and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The coverage and limits requirements for the insurance required under this PA and any Task Order Contracts, including this Excess/Umbrella insurance requirement, may be met by the Contractor's obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits, so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limits for this excess/umbrella insurance requirement.

I. WAIVER OF SUBROGATION (TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS):

Contractor agrees to waive rights of subrogation that may be required by the Contractor's insurers, by virtue of the payment of any loss, regarding the workers compensation insurance and any excess/umbrella insurance policies specific to this PA and any Task Order Contracts issued under this PA. The workers' compensation insurance and excess/umbrella insurance policies used to meet the requirements under this PA and any Task Order Contracts issued under this PA shall be endorsed with a waiver of subrogation endorsement specifying the State of Oregon, the Department of Environmental Quality and the officers, employees and agents of the State and the Department of Environmental Quality. **PROVIDED, HOWEVER:** This provision shall not require a waiver of subrogation for any "construction agreement" when such a waiver of subrogation is prohibited under the provisions of ORS 30.145.

J. ADDITIONAL INSURED:

The insurance required under this Price Agreement and any Task Order Contracts, except for Workers' Compensation insurance and Contractor's Professional Liability Insurance, must include an additional insured endorsement specifying the State of Oregon, the Department of Environmental Quality and the officers, employees and agents of the State of Oregon and the Department of Environmental Quality as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Price Agreement and any Task Order Contracts. Coverage shall be primary and non-contributory with any other insurance and self-insurance. For Commercial General Liability, the Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

K. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this PA, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Work required under this Price Agreement and any Task Order Contracts, or, (ii) Agency or Contractor termination of this Price Agreement, any Task Order Contract, or both, or, (iii) The expiration of all warranty periods provided under this Price Agreement and any Task Order Contracts.

L. CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before performing or providing any Work required under this Price Agreement and any Task Order Contracts. The Certificate(s) of Insurance shall list the State of Oregon, the Department of Environmental Quality and the officers, employees and agents of the State of Oregon and the Department of Environmental Quality as a Certificate of Insurance holder and as an endorsed Additional Insured and include copies of all required additional insured endorsements (or equivalents). If a Contractor Pollution Liability coverage requirement includes an Asbestos Liability endorsement, Lead Liability endorsement or both an Asbestos Liability endorsement and a Lead Liability endorsement, copies of the endorsement(s) must be provided with the Certificate. If the Contractor is transporting any hazardous material under this PA and any Task Order Contracts, copies of endorsements CA 99 48 or equivalent and MCS-90 (if applicable) must be included. If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

M. NOTICE OF CHANGE OR CANCELLATION:

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

N. INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this Price Agreement and any Task Order Contracts and to provide updated requirements as mutually agreed upon by Contractor and Agency.

O. STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 9.

10. Bonds

Contractor shall provide Agency with performance and payment bonds in the amount and form as Agency determines to be necessary, given the nature of the Work. Agency shall reimburse Contractor for the costs of any bonds it requires.

VI.

INDEMNIFICATION

1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY.

Contractor shall indemnify, defend, save, and hold harmless the State of Oregon, Agency, and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Contractor or its sub-consultants, subcontractors, agents, or employees under this Price Agreement and any Task Order Contracts.

2. CLAIMS FOR PROFESSIONAL LIABILITY.

Contractor shall indemnify, defend, save, and hold harmless the State of Oregon, Agency and their officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature arising out of the professionally negligent acts, errors or omissions of Contractor or its sub-consultants, subcontractors, agents, or employees in the performance of professional services under this Price Agreement and any Task Order Contracts.

3. AGENCY DEFENSE REQUIREMENTS.

Notwithstanding the obligations under Sections 1 and 2 immediately above, neither Contractor nor any attorney engaged by Contractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as the legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General and unless the Contractor and its legal representative fully comply with any written requirements of the Oregon Attorney General.. Agency may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Contractor is prohibited from defending the State of Oregon; Contractor is not adequately defending the State of Oregon's interests; an important governmental principle is at issue; or it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Contractor if the State of Oregon elects to assume its own defense.

4. STATE OF OREGON ACTIONS.

This Section VI does not include indemnification by the Contractor of the State of Oregon, the Oregon Environmental Quality Commission and its members, the Oregon Department of Environmental Quality and its officers agents and employees, for the acts or omissions of the State of Oregon, the Oregon Environmental Quality Commission and its members, the Oregon Department of Environmental Quality and its officers agents and employees, whether within the scope of the Price Agreement and any Task Order Contracts or otherwise.

X.

MISCELLANEOUS PROVISIONS

1. Assistance in Legal Action.

If Agency requests, Contractor's personnel shall provide assistance to Agency as participants in legal actions. If any subcontractors are used, Contractor shall also ensure that all subcontractor personnel provide assistance to Agency as

participants in legal actions. Assistance in legal actions will be covered by a separate Task Order Contract, or if after this PA has expired or terminated, by a separate contract. Upon Agency request, Contractor shall require that its personnel assist in the recovery of public expenditures regarding any of the operations or projects for which Contractor or its subcontractor(s) perform Work under a Task Order Contract, or assist in any other legal action involving matters which personnel provided by Contractor (or subcontractor(s)) have gained expertise as a result of Work performed. This assistance in legal actions includes the preparation of reports, assistance to State of Oregon or federal attorneys in preparation of the government's case, testimony in court (expert or other types of testimony), testimony at depositions, and the preparation and execution of interrogatories and affidavits, as prosecution of legal actions require.

Agency shall reimburse Contractor for such assistance as described above at the prevailing rate for the employee's primary classification at the time services are required. Contractor shall insert an identical obligation to provide such assistance in all subcontractor agreements to perform Work. Failure to meet the requirement of this section is a breach of contract.

Depositions and discovery conducted by opposing parties and trial testimony under subpoena for an opposing party are deemed assistance on legal action as provided in this section, provided that if the applicable Task Order Contract has been terminated before such deposition, discovery, or trial has been commenced, Agency is not obligated to pay Contractor. In such a case, Agency may by separate agreement agree to pay some or all of Contractor's costs.

3. Affirmative Action.

Contractor shall affirmatively support Agency in supporting and encouraging the participation of MBEs and WBEs in contracts and subcontracts; and shall comply with the applicable requirements of 40 CFR Part 33 for Work involving federal funding. Through the duration of this PA, Agency intends to set MBE and WBE participation objectives in each Task Order Contract. Each budget and assumption submitted by Contractor must clearly identify how the MBE and WBE objectives for each Task Order Contract will be met, or justification must be provided if the objectives cannot be fully achieved.

4. Certification by The State of Oregon Office for Business Inclusion and Diversity (COBID) is required to participate as an MBE or WBE. Contractor shall submit to Agency records supporting the percentages of MBE and WBE participation with monthly invoice documentation, and shall provide a summary.

5. Contract Provisions Required by Federal Regulations/Policy.

Task Order Contracts funded in whole or in part by federal funds directly incorporate 2 CFR Part 200, and to the extent applicable, 40 CFR Part 33 and 40 CFR Part 35 sub-part O. For those Task Order Contracts, Contractor shall comply, and shall assist Agency in complying with 2 CFR Part 200, and 40 CFR Part 33 and Part 35 sub-part O. Contractor shall also require all subcontractors performing services in support of those Task Order Contracts to abide by the terms and conditions of 2 CFR Part 200, and 40 CFR Part 33 and Part 35 sub-part O. Pertinent sections of federal regulations/policy can be provided by the Agency.