City of Brookings

MEETING AGENDAS

CITY COUNCIL

Monday, October 26, 2026, 5:30pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

E. Consent Calendar

1. Approve Council minutes for October 12, 2026 [Pg. 1]
2. Receive monthly financial report for September 2026 [Pg. 3]

F. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders

1. Ferry Creek Dam Removal Permitting Personal Services Agreement [Pg. 9]
   a. Personal Services Agreement – SWCA, Incorporated [Pg. 11]

G. Remarks from Mayor, Councilors and City Manager

H. Adjournment

URBAN RENEWAL AGENCY WORKSHOP

Immediately following Council Meeting

A. Call to Order

B. Introductions

C. Topics

1. Presentation by the Brookings Public Art Collaborative [Pg. 85]

D. Agency Member Requests for Meeting Topics

E. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, and at Brookings City Hall. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours. All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact the City Recorder at 541-469-1102 if you have any questions regarding this notice or would like to provide public comment electronically. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream/view on the City's YouTube Channel: https://www.youtube.com/@cityofbrookingsoregon8039 clicking on "Live" or search 'City of Brookings Oregon YouTube' in your browser.

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, October 12, 2026

Call to Order
Mayor Phoebe Pereda called the meeting to order at 5:30 PM

Roll Call
Council Present: Mayor Phoebe Pereda, Councilors Clayton Malmberg, Jim Jollota, Andy Martin and Tony Bond, a quorum present
Staff Present: City Manager Tim Rundel, Public Works & Development Services Director Tony Baron, City Attorney Lori Cooper (Zoom) and City Recorder Brooklyn Osterhage
Media Present: None
Others Present: 3 audience members

Ceremonies/Appointments/Announcements
1. Mayor Pereda presented the Domestic Violence Awareness Month Proclamation to Rachael Espy, Executive Director of the SAFE Project
2. Mayor Pereda presented the Breast Cancer Awareness Month Proclamation to Cori Stephens, Curry Health Network Ancillary Service Manager who oversees the Mammography Breast Health Program and Dr. Jessica Carlson, General Surgeon and breast cancer survivor

Oral Requests and Communications from the audience
1. Michael Frederick, non-resident – spoke about the Tourism Promotion Advisory Committee and the Housing Needs Analysis.

Consent Calendar
1. Approve Council minutes for September 28, 2026
2. Accept Planning Commission minutes for August 4, 2026
3. Cancel November 23 and December 28, 2026 City Council Meetings

Councilor Malmberg moved and Councilor Bond seconded to approve the Consent Calendar as presented. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

Staff Reports and Public Hearings
1. Housing Needs Analysis Adoption
Staff report and presentation by Matt Brinkley, Principal and Urban Planning Lead of Green Top PDR (HNA Consultant)

Councilor Malmberg moved and Councilor Bond seconded to read Ordinance 26-O-820 the first time by title only. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

There was no discussion. Ordinance 26-O-820 was read by title only.

Councilor Malmberg moved and Councilor Bond seconded to read Ordinance 26-O-820 the second time by title only. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

There was no discussion. Ordinance 26-O-820 was read by title only.

Councilor Jollota moved and Councilor Bond seconded to adopt Ordinance 26-O-820. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

2. Fire Code Ordinance
Staff report presented by Tim Rundel

Councilor Jollota moved and Councilor Bond seconded to read Ordinance 26-O-819 the first time by title only. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

There was no discussion. Ordinance 26-O-819 was read by title only.

Councilor Jollota moved and Councilor Bond seconded to read Ordinance 26-O-819 the second time by title only. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

There was no discussion. Ordinance 26-O-819 was read by title only.

Councilor Malmberg moved and Councilor Bond seconded to adopt Ordinance 26-O-819. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

3. Ferry Creek Dam Removal Permitting Professional Services Agreement

City Manager Rundel requested this item be removed from the meeting's agenda. There were no objections.

4. Safe Drinking Water Revolving Loan Fund Amendment No. 2 – Tidewater Reservoir
Staff report presented by Tony Baron

Councilor Malmberg moved and Councilor Bond seconded to authorize submission of Amendment No. 2 application to Business Oregon for the City's Safe Drinking Water Revolving Loan Fund agreement for Project S22005, requesting an additional $984,968 in loan funding and extending the project completion deadline to December 31, 2027. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

5. Tidewater Reservoir Replacement – Construction Award
Staff report presented by Tony Baron

Councilor Jollota moved and Councilor Bond seconded to accept the bid at $3,082,923 and authorize City manager to enter into a negotiated contract price and scope of work with Tidewater Contractors Inc. in the amount of not to exceed $2,055,759 for the Tidewater Reservoir Replacement Project pending Business Oregon's Safe Drinking Water Revolving Loan Fund program approval of contract amendment No.2. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

Remarks from Mayor, Councilors and City Manager
City Manager Rundel announced that Sue Darger is the new Communications Supervisor in the Police Department after Tracy LeJeune's retirement.

Adjournment
Mayor Phoebe Pereda adjourned the meeting at 7:10 PM.

Respectfully submitted:

ATTESTED:
this 26th day of October, 2026:

Phoebe Pereda, Mayor

Brooklyn Osterhage, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2026

GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	4,790,400.00	173,270.99	499,855.35	4,290,544.65	10.4
	LICENSES AND PERMITS	327,000.00	16,265.66	77,466.60	249,533.40	23.7
	INTERGOVERNMENTAL	385,500.00	12,810.79	74,279.69	311,220.31	19.3
	CHARGES FOR SERVICES	1,088,500.00	27,846.45	125,789.12	962,710.88	11.6
	OTHER REVENUE	225,500.00	8,137.25	98,426.59	127,073.41	43.7
	TRANSFERS IN	796,200.00	.00	796,200.00	.00	100.0
		7,613,100.00	238,331.14	1,672,017.35	5,941,082.65	22.0
	EXPENDITURES					
JUDICIAL:						
	PERSONAL SERVICES	43,607.00	4,990.63	13,714.15	29,892.85	31.5
	MATERIAL AND SERVICES	12,850.00	446.06	1,422.73	11,427.27	11.1
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		56,457.00	5,436.69	15,136.88	41,320.12	26.8
FINANCE AND ADMINISTRATION:						
	PERSONAL SERVICES	514,460.00	39,867.13	120,213.76	394,246.24	23.4
	MATERIAL AND SERVICES	248,120.00	23,081.22	75,161.92	172,958.08	30.3
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		762,580.00	62,948.35	195,375.68	567,204.32	25.6
POLICE:						
	PERSONAL SERVICES	4,243,524.00	326,771.90	994,905.47	3,248,618.53	23.5
	MATERIAL AND SERVICES	283,500.00	23,370.04	87,185.33	196,314.67	30.8
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	104,747.00	.00	.00	104,747.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		4,631,771.00	350,141.94	1,082,090.80	3,549,680.20	23.4
FIRE:						
	PERSONAL SERVICES	277,281.00	20,688.90	64,561.79	212,719.21	23.3
	MATERIAL AND SERVICES	114,000.00	13,142.93	57,701.20	56,298.80	50.6
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	58,542.00	.00	.00	58,542.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		449,823.00	33,831.83	122,262.99	327,560.01	27.2

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2026

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	304,751.00	25,380.82	90,001.51	214,749.49	29.5
MATERIAL AND SERVICES	89,900.00	737.83	13,875.61	76,024.39	15.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	394,651.00	26,118.65	103,877.12	290,773.88	26.3
PARKS & RECREATION:					
PERSONAL SERVICES	391,689.00	27,328.81	82,625.92	309,063.08	21.1
MATERIAL AND SERVICES	147,200.00	12,768.17	36,362.83	110,837.17	24.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,985.00	.00	.00	9,985.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	548,874.00	40,096.98	118,988.75	429,885.25	21.7
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	900,000.00	.00	.00	900,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	900,000.00	.00	.00	900,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	161,500.00	13,063.52	59,765.28	101,734.72	37.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	161,500.00	13,063.52	59,765.28	101,734.72	37.0
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	290,500.00	25,067.42	51,542.09	238,957.91	17.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	648,525.00	.00	648,525.00	.00	100.0
CONTINGENCIES AND RESERVES	768,419.00	.00	.00	768,419.00	.0
	1,707,444.00	25,067.42	700,067.09	1,007,376.91	41.0
	9,613,100.00	556,705.38	2,397,564.59	7,215,535.41	24.9
	(2,000,000.00)	(318,374.24)	(725,547.24)	(1,274,452.76)	(36.3)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2026

STREET FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	INTERGOVERNMENTAL	550,000.00	50,246.07	129,340.74	420,659.26	23.5
	OTHER REVENUE	25,000.00	361.00	1,738.90	23,261.10	7.0
	TRANSFER IN	100,000.00	.00	100,000.00	.00	100.0
		675,000.00	50,607.07	231,079.64	443,920.36	34.2
	EXPENDITURES					
EXPENDITURES:						
	PERSONAL SERVICES	293,747.00	22,888.38	69,466.37	224,280.63	23.7
	MATERIAL AND SERVICES	322,500.00	4,313.26	64,012.39	258,487.61	19.9
	CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
	DEBT SERVICE	8,106.00	.00	.00	8,106.00	.0
	TRANSFERS OUT	241,850.00	.00	241,850.00	.00	100.0
	CONTINGENCIES AND RESERVES	118,797.00	.00	.00	118,797.00	.0
		1,000,000.00	27,201.64	375,328.76	624,671.24	37.5
		1,000,000.00	27,201.64	375,328.76	624,671.24	37.5
		(325,000.00)	23,405.43	(144,249.12)	(180,750.88)	(44.4)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2026

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,165,000.00	107.40	438,830.87	1,726,169.13	20.3
OTHER INCOME	70,000.00	.00	12,141.60	57,858.40	17.4
TRANSFERS IN	.00	.00	.00	.00	.0
	2,235,000.00	107.40	450,972.47	1,784,027.53	20.2
EXPENDITURES					
WATER DISTRIBUTION:					
PERSONAL SERVICES	520,178.00	41,748.04	126,935.50	393,242.50	24.4
MATERIAL AND SERVICES	206,300.00	19,201.88	86,084.91	120,215.09	41.7
CAPITAL OUTLAY	45,000.00	3,292.68	12,211.92	32,788.08	27.1
DEBT SERVICE	29,466.00	1,780.00	5,340.01	24,125.99	18.1
TRANSFERS OUT	40,000.00	.00	40,000.00	.00	100.0
	840,944.00	66,022.60	270,572.34	570,371.66	32.2
WATER TREATMENT:					
PERSONAL SERVICES	44,888.00	3,520.77	10,672.42	34,215.58	23.8
MATERIAL AND SERVICES	703,805.00	55,330.92	163,329.28	540,475.72	23.2
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	748,465.00	.00	748,465.00	.00	100.0
CONTINGENCIES AND RESERVES	251,898.00	.00	.00	251,898.00	.0
	1,759,056.00	58,851.69	922,466.70	836,589.30	52.4
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	2,600,000.00	124,874.29	1,193,039.04	1,406,960.96	45.9
	(365,000.00)	(124,766.89)	(742,066.57)	377,066.57	(203.3)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2026

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,686,300.00	589.00	613,338.41	3,072,961.59	16.6
OTHER REVENUE	60,000.00	.00	14,083.53	45,916.47	23.5
TRANSFER IN	.00	.00	.00	.00	.0
	3,741,800.00	589.00	627,421.94	3,114,378.06	16.8
EXPENDITURES					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	776,878.00	60,169.43	178,886.76	597,991.24	23.0
MATERIAL AND SERVICES	478,000.00	9,134.87	93,681.60	384,318.40	19.6
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	29,466.00	1,780.00	5,339.99	24,126.01	18.1
TRANSFERS OUT	294,850.00	.00	294,850.00	.00	100.0
	1,594,194.00	71,084.30	572,758.35	1,021,435.65	35.9
WASTEWATER TREATMENT:					
PERSONAL SERVICES	59,597.00	4,668.87	14,150.52	45,446.48	23.7
MATERIAL AND SERVICES	1,469,007.00	110,619.38	294,861.05	1,174,145.95	20.1
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	717,000.00	.00	717,000.00	.00	100.0
CONTINGENCIES AND RESERVES	711,502.00	.00	.00	711,502.00	.0
	2,972,106.00	115,288.25	1,026,011.57	1,946,094.43	34.5
	4,566,300.00	186,372.55	1,598,769.92	2,967,530.08	35.0
	(824,500.00)	(185,783.55)	(971,347.98)	146,847.98	(117.8)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2026

URBAN RENEWAL AGENCY FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	870,000.00	5,321.20	15,043.69	854,956.31	1.7
	INTERGOVERNMENTAL	.00	.00	.00	.00	.0
	OTHER REVENUE	50,000.00	.00	9,482.36	40,517.64	19.0
	TRANSFERS IN	.00	.00	.00	.00	.0
		920,000.00	5,321.20	24,526.05	895,473.95	2.7
	EXPENDITURES					
GENERAL:						
	PERSONAL SERVICES	.00	.00	.00	.00	.0
	MATERIAL AND SERVICES	190,000.00	.00	1,800.00	188,200.00	1.0
	CAPITAL OUTLAY	2,730,000.00	50,000.00	75,750.00	2,654,250.00	2.8
	DEBT SERVICE	.00	.00	.00	.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		2,920,000.00	50,000.00	77,550.00	2,842,450.00	2.7
DEPARTMENT 20:						
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 22:						
	MATERIAL AND SERVICES	.00	.00	.00	.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 24:						
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
		2,920,000.00	50,000.00	77,550.00	2,842,450.00	2.7
		(2,000,000.00)	(44,678.80)	(53,023.95)	(1,946,976.05)	(2.7)

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 26, 2026

Signature (submitted by)

Originating Dept: PW/DS

City Manager Approval

Subject: Ferry Creek Dam Removal Permitting Personal Services Agreement

Recommended Motion: Authorize the City Manager to execute a Personal Services Agreement contract with SWCA, Incorporated, doing business as SWCA Environmental Consultants, for Ferry Creek Dam Removal Permitting Services in an amount not to exceed $230,828.29.

Financial Impact:

The proposed contract amount is not to exceed $230,828.29. Amendment No. 1 to OWRD Grant Agreement WRD 26 020 provides reimbursement of up to $150,525.70 and requires a City match of $81,052.30, for $231,578 in total available funding.

Background/Discussion:

Ferry Creek Dam is a City-owned, approximately 45-foot-high earthen dam that no longer serves the City's water supply. The Oregon Water Resources Department (OWRD) has classified the dam as high hazard and in unsatisfactory condition. Removal is the City's selected long-term action.

OWRD previously retained River Design Group to prepare the June 2023 Ferry Creek Dam Removal Design and Management Plan and 90 percent design package. River Design Group is now part of SWCA. This provides SWCA with direct project knowledge and continuity as the City moves into the federal, state, and local permitting needed to make the project construction-ready.

The City issued an informal qualifications-based Request for Proposals. The RFP was sent directly to SWCA, Stantec, Anchor QEA, Environmental Science Associates, DOWL and McMillen. No proposals were received from Stantec, Anchor QEA, Environmental Science Associates, or DOWL. McMillen responded that they were declining to submit.

SWCA submitted the only timely proposal. The City determined that the proposal was responsive, ranked SWCA first of one, issued the notice of selection on September 24, 2026, and entered negotiations regarding scope, schedule, compensation, and contract terms.

This contract covers permitting and related technical support; it does not authorize dam removal construction or permit fees. The anticipated permit fees are approximately $8,800-$13,300. After the permitting work is completed, the City intends to pursue Federal Emergency Management

Agency funding for the removal of the dam. The 2023 Ferry Creek Dam Removal Design and Management Plan estimated the construction cost for removal of the dam at approximately $1.54 million in 2023 dollars. This estimate predates the current permitting effort and does not include escalation in construction costs since 2023. Completion of the permitting phase is necessary to position the City to pursue additional funding, including potential FEMA funding, for the future removal of Ferry Creek Dam.

Attachment(s):
A. Personal Services Agreement – SWCA, Incorporated

CITY OF BROOKINGS

PERSONAL SERVICE AGREEMENT 26-006
FOR FERRY CREEK DAM REMOVAL PERMITTING SERVICES

BASED UPON the proposals submitted in response to the Request for Proposals for Ferry Creek Dam Removal Permitting Services (RFP) issued by City of Brookings (City), City and SWCA, Incorporated (Consultant) hereby enter into an agreement for the provision of personal services in accordance with the RFP and Consultant's Proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Consultant agrees to comply with each:

(1) Exhibit A – Request for Proposals (excluding exhibits)
(2) Exhibit B – Consultant's Proposal and Scope of Work
(3) Exhibit C – ORS 279B requirements for Personal Service Contracts
(4) Exhibit D – Grant Agreement and Amendment No. 1

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits D, A, C, then B, in that order.

1. Term. The term of this Agreement shall be effective upon execution by both parties and shall remain in effect until September 14, 2027, or until Consultant completes the Scope of Work, whichever occurs first, unless terminated earlier in accordance with this Agreement. The parties acknowledge that the work performed under this Agreement is associated with the City's Grant, attached as Exhibit D, and shall be completed in a manner consistent with the City's Oregon Water Resources Department (OWRD) grant obligations.

2. Scope of Work. Consultant agrees to perform during the term of this Agreement, the following services:

2.1 Generally, Consultant shall provide all materials and services associated with providing permitting services to City (Services).

2.2 Specifically, Consultant shall provide all materials and services associated with providing Services as set forth in City's Requests for Proposals dated September 3, 2026, Consultant's Proposal and Scope of Work, and OWRD Grant Agreement terms, incorporated herein as Exhibits A, B, and D, respectively.

2.3 Consultant shall not perform and City shall not pay for Consultant's services which are outside the work described in this Section 2, unless City provides prior written consent for such work. Consultant's services which are outside of the Scope of Work and approved by City shall be charged as provided in Exhibit B.

3. Compensation.

3.1 Compensation. For the Services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation up to a maximum not to exceed amount of $230,828.29.

3.2 Invoices. Invoices for Consultant's Services shall be based upon Consultant's fees and hourly rates as set forth in Exhibit B, up to the maximum amounts, above. These amounts shall be billed to City in summary form, detailing the previous month's fees and costs on or about the 5th day of each month for all Services performed through the last day of the prior month. Backup

invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Consultant at City's request.

3.3 Payments.

(A) City will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date.

(B) If City fails to make any payment due Consultant for Services and expenses within thirty (30) days of the date on Consultant's invoice therefore, late fees will be added to amounts due Consultant at the rate of 1.0 percent (1%) per month from original invoice date. In addition, Consultant may, after giving seven (7) days' written notice to City, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

(C) City shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. City shall not reimburse for any expense, unless Consultant first obtains City's prior written authorization before incurring such expense. Consultant will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of City.

5. City Responsibilities. In addition to City's payment obligations, as set forth in Section 3.3 above, City shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.

6. Termination.

6.1 Termination for Convenience. The City may terminate this Agreement by giving Consultant thirty (30) days' written notice of its intent to terminate. The Parties may at any time upon mutual written consent agree to terminate this Agreement. If terminated for default, the notice of termination shall set forth the manner in which the other is in default. The consultant shall be paid the agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

Upon termination under this Section, unless terminated for breach, Consultant shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) City has against Consultant. Pursuant to this Section, Consultant shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Consultant. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

6.2 Termination for Default.

(A) If the City fails to perform in the manner called for in this Agreement or if the City fails to comply with any other provisions of the Agreement, the Consultant may terminate this Agreement for default after giving the City the notice and opportunity to cure required by this

Section. Prior to termination for default, the Consultant must give the City written notice of the breach and of the Consultant's intent to terminate. If the City has not entirely cured the breach within fifteen (15) days of the date of the notice, then the Consultant may terminate the Agreement at any time thereafter by giving the City a written notice of termination.

(B) If the Consultant fails to perform in the manner called for in this Agreement or if the Consultant fails to comply with any other provisions of the Agreement, the City may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant shall be paid the Agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

7. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Consultant will continue to perform Services to the date agreed upon as the termination date.

8. Standard of Care. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delay and without additional costs.

9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:

9.1 If terminated by City under Section 6.2 due to a breach by Consultant, City may complete the work either itself, by agreement with another consultant, or by a combination thereof. If the cost of completing the work exceeds the compensation to Consultant as provided under this Agreement, then Consultant shall pay to City the amount of the reasonable excess.

9.2 In addition to the above remedies for a breach by Consultant, City also shall be entitled to any other equitable and legal remedies that are available.

9.3 If City breaches this Agreement, Consultant's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Consultant is entitled.

9.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.

10. Confidentiality. Consultant shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Consultant shall require similar agreements from any Consultant subcontractors to maintain the confidentiality of City information.

11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

City: City of Brookings
898 Elk Drive
Brookings, OR 97415

Consultant: SWCA, Incorporated
1800 NW Upshur St, Ste 100
Portland, OR 97209

12. Insurance. Consultant shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

12.1 General Commercial liability insurance -- $2,000,000 aggregate

12.2 Professional liability insurance -- $2,000,000 aggregate

12.3 Workers' Compensation insurance -- $2,000,000

12.4 Automobile Liability Insurance -- $2,000,000 each accident

Notwithstanding the foregoing, Consultant shall not be required to obtain workers' compensation coverage if (1) Consultant performs the work without the assistance of any employees, or (2) provides documentation demonstrating that such coverage is not required. (Documentation will be attached to this Contract).

Consultant shall: (a) provide City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Consultant insurance policy); (c) provide City with a copy of the additional insured endorsement, attached to or submitted with the certificate of insurance, as evidence of such coverage; and (d) provide City with 30-day notice prior to cancellation.

13. Access to Records. The Consultant shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Indemnity. To the extent permitted by law, Consultant shall protect, defend, indemnify and hold the City and its officers, agents, and employees harmless from and against all claims, demands, damages, costs, actions and causes of actions, torts, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Consultant's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City. Consultant expressly waives any right to City indemnification and defense under the Oregon Tort Claims Act.

15. Force Majeure. Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

16. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While City reserves the right to set various schedules and evaluate the quality of Consultant's completed work, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under this Agreement and will not have any amounts withheld by City to cover Consultant's tax obligations. Consultant is not eligible for any City fringe benefit plans. It is recognized that Consultant may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Consultant provides.

17. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.

18. No Benefits. Consultant will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.

19. PERS. Consultant is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

20. Assignment. Consultant shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Consultant shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Consultant from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and City shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

21. Public Contracting Requirements. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.

22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.

23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Curry County Circuit Court, Curry County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.

24. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Curry County Circuit Court, upon the request of either party

submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

25. Continuation During Disputes. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute and City shall make payments as required by the Agreement for undisputed portions of work.

26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

27. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

28. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile or other electronic transmission shall be binding as original signatures.

29. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

30. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

31. Counterparts. This Agreement may be executed and delivered in any number of counterparts, and all such counterparts shall constitute the same instrument. City understands and agrees that an authentic copy or electronic reproduction of this Agreement shall have the same force and effect as an original counterpart.

CITY:	CONSULTANT:
_____	_____
City of Brookings	SWCA, Incorporated
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

REQUEST FOR PROPOSALS

CITY OF BROOKINGS

REQUEST FOR PROPOSALS

Ferry Creek Dam Removal Permitting Services

Informal Qualifications-Based Selection under OAR 137-048-0210

Solicitation	WRD 26 020-RFP-01
Issue date	September 3, 2026
Proposal deadline	September 23, 2026, 4:00 p.m. Pacific Daylight Time
Submission	One searchable PDF by email to wgiordano@brookings.or.us
City contact	Wendy Giordano, Grant/Project Manager | (541) 469-1100
Anticipated budget	$231,578 maximum available project funding, subject to negotiation and contract authorization

Do not include price information in the proposal.
This is a qualifications-based selection under ORS 279C.110 and OAR 137-048-0210. The City will rank responsive proposals on qualifications and negotiate compensation with the highest-ranked proposer.

1. Invitation

The City of Brookings, Oregon (City) invites qualified consultants to submit proposals to lead and complete environmental review, field studies, agency coordination, permit applications, and permit approvals for removal of Ferry Creek Dam. The work is funded through Oregon Water Resources Department Agreement WRD 26 020, as amended by Amendment No. 1.

The City will use the informal selection procedure authorized by ORS 279C.110 and OAR 137-048-0210. The City intends to identify and rank the three highest-ranked responsive proposers, then negotiate first with the highest-ranked proposer.

2. Project Background

Ferry Creek Dam is a City-owned, approximately 45-foot-high earthen embankment dam near Brookings in Curry County, Oregon. The dam no longer serves the City's water supply. It is rated high hazard and is in unsatisfactory condition; prior geotechnical work indicates severe deformation is expected during a Cascadia Subduction Zone earthquake. The City has determined removal is the preferred long-term action.

A June 2023 Design and Management Plan and 90-percent design package were prepared during a prior phase. The current project is the permitting phase needed to advance the completed design toward removal construction. Construction is not included in this solicitation.

Amendment No. 1 increased total permitting project funding to $231,578, consisting of up to $150,525.70 in OWRD reimbursement and $81,052.30 in City match. Revised Exhibit A requires the City to secure all necessary permit approvals and complete project management and administration. OWRD subsequently confirmed in writing that Clean Water Act Nationwide Permit 27 is no longer available for dam removal and has no associated

deliverable. This RFP therefore requires documentation of the current Section 404 pathway but does not presume that an individual permit is part of the base scope.

3. Scope of Services

The selected consultant will furnish a coordinated multidisciplinary team to complete the deliverables listed in Amendment No. 1, Attachment 1, Revised Exhibit A. Revised Exhibit A controls if this RFP or other reference material is inconsistent with it. The consultant must validate permitting assumptions with the responsible agencies and identify any additional or changed tasks before the City authorizes them.

3.1 Project Management and Administration

- Manage and coordinate the permitting work, consultant team, subconsultants, City, OWRD, and reviewing agencies.
- Prepare and maintain a work plan and schedule through completion of the Revised Exhibit A deliverables.
- Provide regular progress and schedule updates and identify decisions or City actions needed to maintain progress.
- Apply quality control and maintain an organized electronic record of applications, supporting documentation, agency comments, responses, and approvals.
- Submit invoices itemized by contract task and deliverable with sufficient detail to support the City's OWRD reimbursement documentation.

3.2 Federal Permitting and Environmental Review

- Support the National Environmental Policy Act review and prepare the documentation required by the lead federal agency.
- Coordinate with USACE and document the current Clean Water Act Section 404 pathway. NWP 27 is not an applicable or required deliverable. Preparation of an individual permit or another authorization is included only if confirmed as necessary and authorized by the City.
- Complete Endangered Species Act compliance and prepare the required Biological Assessment.
- Complete marbled murrelet and northern spotted owl habitat assessment and surveys as required for the Biological Assessment; schedule seasonal work early enough to protect the grant deadline.

3.3 State Permitting

- Prepare and support the Oregon Department of Fish and Wildlife review and approvals required for dam removal.
- Prepare and support the applicable Oregon Department of State Lands approval identified in Revised Exhibit A, including the wetland delineation assessment and report.
- Prepare and support Oregon DEQ Clean Water Act Section 401 and Section 402 approvals.
- Prepare and support State Historic Preservation Office review and approval, including cultural-specialist services, and prepare the HAER report with built-environment survey.

3.4 County Permitting

- Prepare and support Curry County land-use review and approval.

3.5 Permit Approval and Final Package

- Prepare and submit the applications and supporting documentation for the approvals listed above after City authorization, and respond to consolidated City and agency comments through final agency action.

- Deliver a final organized electronic permit package containing the completed applications, supporting documents, agency responses, and approvals required by Revised Exhibit A.
- Tasks not expressly listed in Revised Exhibit A, including an individual Section 404 permit, ARPA authorization, archaeological fieldwork, Tribal coordination, ORWAP/SFAM functional assessments, or a floodplain development permit, are not separate required base-scope deliverables. Proposers should identify any such task they believe may be necessary; inclusion will be determined during contract negotiation or later written authorization after agency and grant alignment are confirmed.

3.6 Exclusions and Potential Additional Services

The base scope does not include removal construction, construction contracting, construction management, post-construction monitoring, major redesign, compensatory mitigation implementation, or permit fees paid to agencies unless expressly negotiated. The selected consultant may be considered for later project services only through a separate City authorization and any procurement required by law. No future work is promised. A consultant's role in preparing permit documents may create actual or perceived conflicts for later NEPA, independent review, design, or construction assignments; proposers must disclose known limitations and propose safeguards.

4. Performance Schedule

The City's grant agreement terminates September 14, 2027 unless amended. The consultant must propose a credible work-back schedule that protects that date, accounts for seasonal wildlife and wetland work, and identifies agency-controlled risks. At minimum, the anticipated procurement schedule is:

Milestone	Date
RFP issued	September 3, 2026
Questions due	September 10, 2026, 1:00 p.m. PDT
City responses/addenda anticipated	September 14, 2026, 4:00 p.m. PDT
RFP protests/requests for change due	September 16, 2026, 3:00 p.m. PDT
Proposals due	September 23, 2026, 3:00 p.m. PDT
Evaluation and top-three ranking	September 24-25, 2026
Selection notice anticipated	September 25, 2026
Selection protests due	Seven calendar days after selection notice; anticipated October 2, 2026
Negotiation with highest-ranked proposer	Anticipated September 25-October 5, 2026, subject to protest resolution
Negotiations concluded / Council staff report complete	No later than October 6, 2026
City Council consideration	October 12, 2026
Contract execution / notice to proceed	Anticipated by October 16, 2026

The City intends to conclude negotiations with the selected consultant by October 5, 2026, and complete the Council staff report no later than October 6, 2026. The selected consultant's baseline performance schedule will be negotiated. The proposal should target completion of seasonal fieldwork in the first available protocol

window, complete permit application submittals as early as practicable, and final approvals no later than September 14, 2027.

5. Proposal Requirements

Submit one concise, searchable PDF. The technical proposal may not exceed 15 pages, excluding the cover letter, resumes, certification form, and reference project sheets. Use at least 10-point type. Include the following in the order shown:

1. Cover letter. Identify the legal entity, primary contact, and person authorized to negotiate and bind the firm; acknowledge all addenda.
2. Project understanding and approach. Explain the recommended permitting strategy, key risks, agency coordination plan, quality control, and approach to securing all approvals.
3. Team and organization. Identify the project manager, key staff, offices, subconsultants, professional registrations, specialized survey qualifications, and responsibility for each scope element.
4. Availability and schedule. State current/projected workload, staff availability, continuity commitments, and a milestone schedule through final approvals.
5. Relevant experience and past performance. Describe up to five comparable projects, emphasizing dam removal, Oregon/Pacific Northwest permitting, NEPA, ESA, cultural-resources/SHPO work, wetland delineation, state and county approvals, and public-agency work.
6. References. Provide three current client references with name, title, organization, email, phone, project, and consultant role.
7. Locale and access. Describe availability to Brookings and familiarity with Curry County, coastal Oregon field conditions, regional species, and reviewing agencies.
8. Business inclusion and equitable distribution. State COBID or other certification status, ownership/employment practices, proposed utilization of certified firms, and the value and number of City of Brookings contracts received in the preceding five years, if any.
9. Conflicts and future services. Disclose actual or potential conflicts, including financial interests relevant to 40 CFR 1506.5(c), prior work on Ferry Creek Dam, relationships with prior designers, and any limitation on later services.
10. Signed proposer certifications. Complete Section 11.

Price exclusion

Do not submit fees, hourly rates, labor hours, overhead, reimbursable expenses, or any other pricing information. Price information will not be evaluated at this stage and may cause the City to remove the information or find the proposal nonresponsive.

6. Submission and Communications

Email the proposal as one PDF attachment to wgiordano@brookings.or.us by the deadline. Use the subject line: 'WRD 26 020 Ferry Creek Permitting Proposal - [Firm Name].' The City's email timestamp controls. Proposers are responsible for confirming receipt before the deadline. Late proposals may be rejected.

Send all questions, requests for clarification, RFP protests, and requests for change to Wendy Giordano at wgiordano@brookings.or.us. Oral statements are not binding. Material interpretations or changes will be issued by written addendum to all known recipients. Proposers must not contact City evaluators, Council members, OWRD, or reviewing agencies to seek an advantage regarding this solicitation.

7. Evaluation and Selection

The City will first review proposals for timely submission, required content, and responsiveness. A City evaluation committee will score responsive proposals solely on the criteria below. The City may seek written clarification provided all proposers receive fair and equal treatment.

Criterion	Evaluation focus	Points
Specialized experience and technical competence	Comparable dam-removal, aquatic-resource, federal/state/local permitting, ESA, cultural-resources, wetland, fish-passage, and multidisciplinary delivery experience.	25
Project understanding, approach, and management	Clear permit strategy, agency coordination, risk management, quality control, deliverable integration, and practical path to approvals.	25
Key personnel, resources, and availability	Qualifications of committed staff and subconsultants, workload, availability, continuity, and ability to meet the required schedule.	20
Past performance	Quality, schedule performance, cost control, contract administration, and references on similar work.	15
Project locale	Availability to Brookings and familiarity with coastal Oregon, Curry County, regional species, field conditions, and agencies.	10
Equitable distribution and business inclusion	City work history, ownership status, and employment practices regarding COBID-certified and historically underutilized businesses.	5
Total		**100**

The City will announce evaluation scores, rank responsive proposers, and identify up to three highest-ranked proposers. Unless the solicitation is canceled, the City will negotiate scope, performance obligations, schedule, payment methodology, rates, hours, maximum compensation, and other contract terms first with the highest-ranked proposer. If agreement cannot be reached within a reasonable time, the City will formally terminate negotiations and may negotiate with the next-ranked proposer, in order.

The City may reject any or all proposals, waive immaterial irregularities, cancel or suspend this solicitation when in the public interest, or issue a new informal or formal solicitation. Proposal preparation and submission are solely at the proposer's expense; the City is not responsible for any proposer expense.

8. Protest Procedures

Protests are governed by ORS 279C.110(8) and OAR 137-048-0240.

RFP protest or request for change. A consultant may submit a written protest of, or request a change to, any RFP provision, specification, or contract term no later than September 16, 2026 at 4:00 p.m. PDT. The submission must state the reasons and the specific proposed change. The City will not consider an untimely protest or request.

Selection protest. The City will provide all proposers the selection notice sent to the highest-ranked proposer. An adversely affected proposer may submit a written protest no later than seven calendar days after the date of the selection notice. The protest must claim that the protesting proposer is the highest-ranked proposer because each higher-ranked proposal failed to meet RFP requirements or each higher-ranked proposer is not qualified to perform the services. The City will not consider an untimely protest.

Submit protests by email to wgiordano@brookings.or.us with 'PROTEST - WRD 26 020 Ferry Creek RFP' in the subject line. The City Manager or authorized designee will issue a written decision within a reasonable time.

9. Contract and General Requirements

- The attached sample City professional-services contract is incorporated as a reference. The final contract is subject to negotiation, City Attorney review, required approvals, and City Council authorization.
- The consultant must obtain a City of Brookings business license before beginning work and maintain insurance required by the final contract, including professional liability coverage appropriate to the services.
- The consultant will comply with applicable federal, state, and local laws; grant requirements; nondiscrimination requirements; records retention and audit requirements; and conflict-of-interest requirements.
- All proposal materials become City records subject to Oregon public-records law. Clearly identify information claimed exempt from disclosure and state the legal basis; the City will determine disclosure obligations.
- The consultant may not replace key personnel or subconsultants without prior written City approval. Subconsulting does not relieve the prime consultant of responsibility for the entire scope.
- The City anticipates a maximum available project budget of $231,578. The final compensation may be lower and will be established only through post-selection negotiation and authorization.

10. Reference Materials

The following project materials are available in the City's shared Ferry Creek Dam project folder:

- Executed Agreement WRD 26 020 and Amendment No. 1, including Revised Exhibit A - Statement of Work.
- June 2023 Ferry Creek Dam Removal Project Design and Management Plan and available design drawings and technical appendices.
- OWRD clarification that NWP 27 is no longer an applicable or required deliverable.
- Other project correspondence and technical background the City identifies for proposer use.

Shared folder: https://drive.google.com/drive/folders/1xltLUumj5dZtq2GqNkZ0ZfRzvnDWjA9P?usp=sharing

Proposers must independently verify site and regulatory assumptions. The City does not warrant that the reference materials identify every condition or requirement.

11. Proposer Certifications

Include a signed copy of this section with the proposal. The undersigned certifies on behalf of the proposer that:

- The proposal is valid for 90 days after the proposal deadline and was prepared independently without collusion.
- No price information is included in the qualifications proposal.
- The proposer is not subject to an undisclosed actual conflict that would prevent performance and has disclosed all known potential conflicts.
- The proposer does not owe a liquidated and delinquent debt to the State of Oregon, or has attached a complete explanation.
- The proposer has not discriminated and will not discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, veteran-owned business, or emerging small business in awarding subcontracts.
- The proposer can provide the required insurance, business license, and certifications before contract execution.
- The signer is authorized to submit the proposal and bind the proposer to these certifications.

Proposer legal name	
Authorized representative	
Title	
Signature	
Date	
Email / phone	

Appendix A - Deliverable Summary

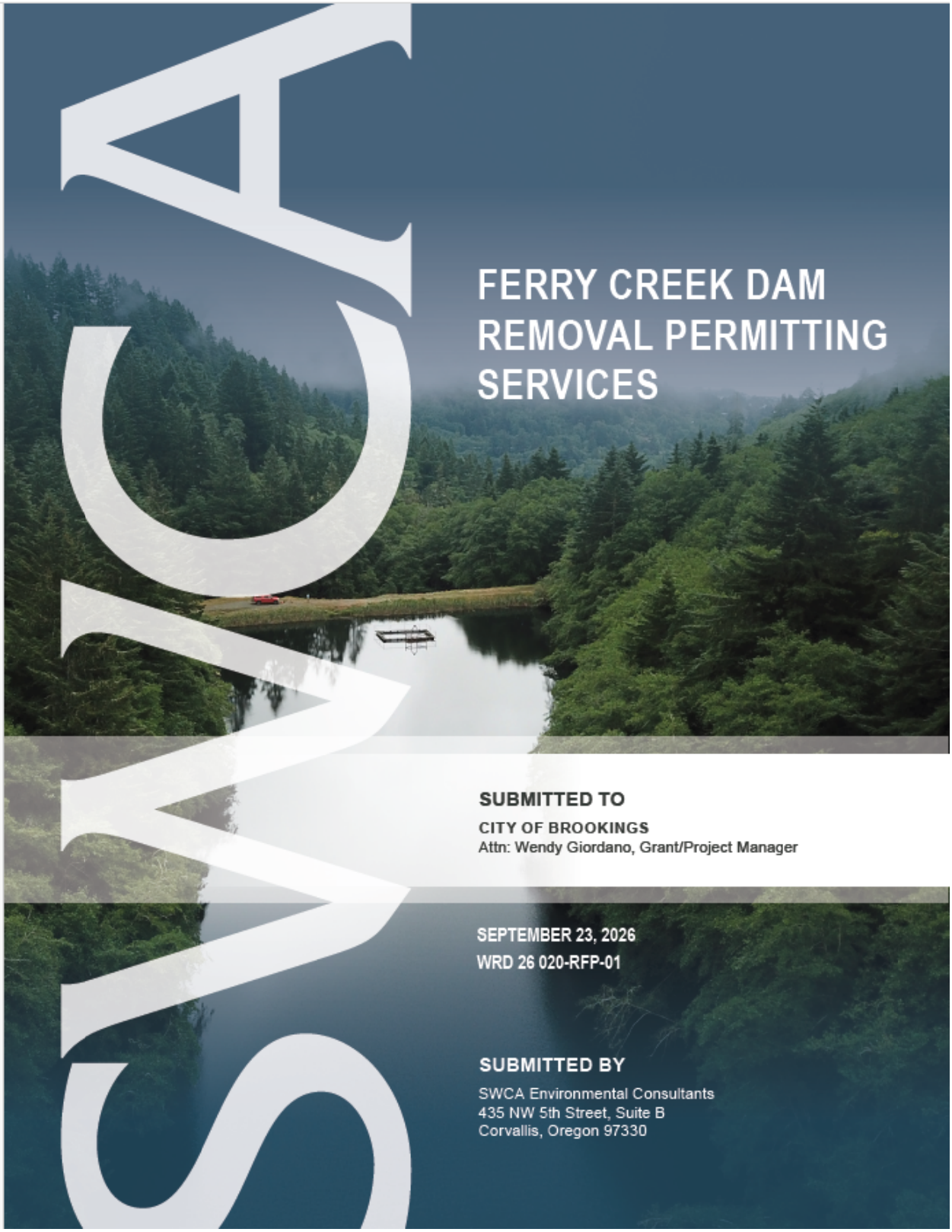
Workstream	Revised Exhibit A deliverable	RFP treatment
Management	Project management and administration	Coordination, schedule, progress reporting, quality control, records, and itemized invoices
Federal	NEPA; Section 404/NWP 27; ESA; Biological Assessment with marbled murrelet and spotted owl surveys	Complete NEPA and ESA/BA work; document the current Section 404 pathway. NWP 27 is not required; another authorization is contingent on confirmation and City approval
State	ODFW; DSL; DEQ Sections 401 and 402; SHPO/cultural specialist; HAER/built-environment survey; wetland delineation	Prepare and support the listed reviews, documentation, and approvals
County	Land-use review and approval	Prepare and support county land-use approval; a separate floodplain permit is contingent unless confirmed and authorized
Closeout	Final permit package	Provide completed applications, supporting documents, agency responses, and approvals required by Revised Exhibit A

Appendix B - Sample Contract

The City's sample professional-services contract is provided as a separate attachment to this RFP. Proposers must identify any requested exception in the cover letter. Silence will be treated as acceptance for negotiation purposes, subject to mutually agreed project-specific terms.

EXHIBIT B

CONSULTANT'S PROPOSALS



SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

435 NW 5th Street, Suite B
Corvallis, Oregon 97330
Tel 541.738.2920
www.swca.com

1. COVER LETTER

September 23, 2026

Wendy Giordano, Grant/Project Manager
City of Brookings
Submitted via email: wgiordano@brookings.or.us

Re: Ferry Creek Dam Removal Permitting Services / WRD 26 020-RFP-01

Dear Wendy Giordano:

SWCA Environmental Consultants (SWCA) is pleased to submit our proposal for the City of Brookings' (City's) Ferry Creek Dam Removal Permitting Services. This next phase requires disciplined permitting, early confirmation of regulatory assumptions, and coordinated delivery of approvals before the September 14, 2027, grant termination date. The City needs a permitting lead that can manage concurrent agency reviews, seasonal fieldwork, and grant documentation without losing schedule control. Our team offers the following benefits to the City:

A permitting-first strategy for a fixed deadline: We will manage the work backward from the City's September 14, 2027, grant deadline. Early work will focus on the tasks most likely to control the schedule. These include the Clean Water Act (CWA) Section 404 pathway, marbled murrelet and northern spotted owl habitat review, aquatic resource delineation, Endangered Species Act consultation support, Oregon State Historic Preservation Office review, Historic American Engineering Record documentation, Oregon Department of Environmental Quality approvals, Oregon Department of Fish and Wildlife coordination, and Curry County land use review. This approach gives the City a practical work-back schedule, clear decision points, and early warning if agency direction changes the path forward.

A team built for concurrent reviews: Bill Hall will serve as project manager and permitting lead. He will be supported by SWCA specialists in biological resources, wetlands and waters, cultural resources, restoration permitting, and agency coordination. This team structure allows federal, state, and local permit tasks to move in parallel. It also gives the City, the Oregon Water Resources Department (OWRD), and reviewing agencies one point of accountability.

Relevant dam removal and Oregon permitting experience: SWCA offers experience with dam and barrier removals, fish passage restoration, aquatic resource permitting, sediment and water quality considerations, cultural resources compliance, wetland documentation, and public agency coordination. Our work on Middle Fork Coquille Falls, Coaledo Drainage District Fish Passage in the Coquille Basin, and Warner Basin Aquatic Habitat Partnership shows our ability to integrate technical studies, agency comments, and permit documentation for complex restoration projects.

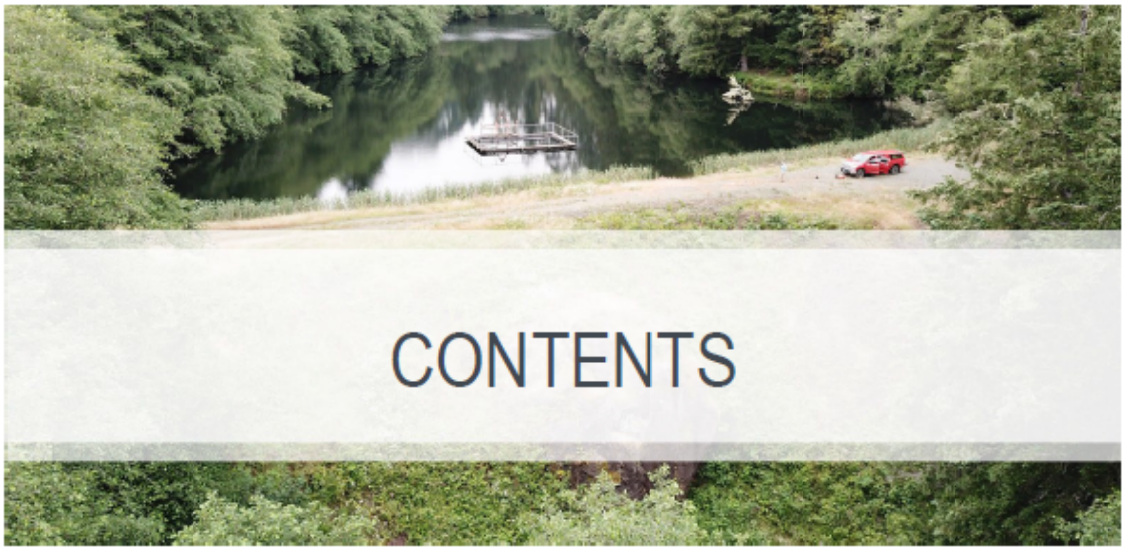
SWCA is prepared to begin quickly after notice to proceed and reserve key staff for critical-path tasks. We will maintain an organized record of applications, supporting documents, agency comments, responses, approvals, and task-based invoices to support OWRD reimbursement. We will also identify contingent tasks before work proceeds. These may include a CWA Section 404 individual permit, Archaeological Resources Protection Act authorization, archaeological fieldwork, Tribal coordination, Oregon Rapid Wetland Assessment Protocol/Stream Function Assessment Method assessments, or floodplain permitting. This will allow the City to authorize only the work that is necessary and aligned with grant requirements.

Thank you for considering our proposal. Please contact Amanda Childs at achilds@swca.com or (503) 558-4200 with any questions or to discuss our approach further.

Sincerely,

Bill Hall, Project Manager

Amanda Childs, Pacific Northwest Vice President



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2. PROJECT UNDERSTANDING AND APPROACH

Ferry Creek Dam is a City of Brookings (City)-owned, 45-foot earthen embankment dam in Curry County, Oregon, that no longer serves the City's water supply and is rated high hazard and unsatisfactory. Prior geotechnical work indicates severe deformation is likely during a Cascadia Subduction Zone earthquake; the City has selected removal as the preferred long-term action. With the June 2023 Design and Management Plan and 90% design package already complete, this scope of work consists of the permitting phase that advances the project to construction readiness. SWCA Environmental Consultants' (SWCA's) approach builds on over 4 years of knowledge we developed during the alternatives analysis and dam removal design. We will take advantage of this deep knowledge of the project design to ensure we minimize startup time, as we are already familiar with all aspects of the project and know where to focus our approach. We will focus on securing approvals on schedule, protecting the September 14, 2027, grant termination date; addressing seasonal survey constraints; and elevating agency controlled risks early.

PERMITTING STRATEGY AND PATH TO APPROVALS

RECOMMENDED CLEAN WATER ACT SECTION 404 STRATEGY

The Oregon Water Resources Department (OWRD) has confirmed that Nationwide Permit 27 is no longer available for dam removal. Based on SWCA's familiarity with the project design and our past experience with numerous dam removals, the critical permitting decision for Ferry Creek is the Clean Water Act (CWA) Section 404 pathway. The request for proposals (RFP) therefore requires documentation of the current Section 404 pathway but does not include an individual permit in the base scope unless U.S. Army Corps of Engineers (USACE) confirms it is required.

We will resolve the CWA Section 404 pathway first, then align federal, state, and county permit needs around that determination. To meet the City's grant deadline, within the first 30 days, we will coordinate a pre-application meeting with the Portland District USACE and provide the City a concise CWA Section 404 pathway memorandum. If an individual permit or another authorization is required, we will elevate that decision promptly and proceed only with the City's written authorization.

KEY RISKS AND CRITICAL PATH

In addition to the resolution of the CWA Section 404 permitting pathway, seasonal fieldwork drives the project's critical path. Marbled murrelet and northern spotted owl habitat assessment and surveys must support the project's biological assessment (BA) and be scheduled early enough to protect the grant deadline. With notice to proceed anticipated by October 16, 2026, only one protocol survey season is available before the grant terminates, so coordination with the U.S. Fish and Wildlife Service (USFWS) is needed as soon as possible after contract award.

SWCA will build the schedule backward from September 14, 2027. We will begin the habitat assessment immediately after receiving notice to proceed so protocol surveys can start in the first available window. We will time the aquatic resource delineation for late winter to late spring where feasible, when hydrology and vegetation indicators are most reliable; additional visits may be required if indicators are not apparent.

Cultural review, Oregon State Historic Preservation Office (SHPO) approval, specialized cultural support, and the Historic American Engineering Record (HAER) report with built environment survey are also long-lead tasks. Although less seasonally constrained than biological surveys, they carry agency review risk. We will start these tasks early and align them with the phasing strategy already discussed with the City.

AGENCY COORDINATION PLAN

SWCA will manage agency coordination through one integrated track because state and county approvals depend on federal determinations. The state workstream includes ODFW approvals, applicable Oregon Department of State Lands (DSL) approval and aquatic resource delineation documentation, Oregon Department of Environmental Quality (ODEQ) CWA Section 401 and Section 402 approvals, and SHPO review of the HAER report. Curry County land use review will be sequenced once the federal record is stable.

All substantive agency contact will follow an approved contact list with the City copied. We will maintain a live permit tracker showing application status, agency comment deadlines, open questions, and City decisions needed to maintain momentum. This process confirms permitting assumptions, documents direction from responsible agencies, and flags scope of work changes before work proceeds.

SCOPE DISCIPLINE, QUALITY CONTROL, AND DELIVERABLE INTEGRATION

SWCA will manage this contract to Exhibit A and the scope of services listed in Section 3 of the RFP. Potential deliverables we believe will be necessary include a CWA Section 404 individual permit, Archaeological Resources Protection Act (ARPA) authorization, archaeological fieldwork, Tribal coordination, Oregon Rapid Wetland Assessment Protocol (ORWAP)/Stream Function Assessment Method (SFAM) functional assessments, and a floodplain development permit. However, we recognize that any addition will be addressed during negotiation or through later written authorization. Tribal coordination and the CWA Section 404 pathway are the most likely contingent items to affect the project's scope of work or schedule. We will price them as options during negotiation to avoid reimbursement gaps and mid-project delays.

SWCA employs a company-wide Quality Program that integrates quality assurance and quality control measures throughout the project lifecycle. Deliverables undergo a rigorous multi-tier review process consisting of subject matter expert review, project manager review, and technical editing and formatting review, with author revision between each review. This process ensures technical accuracy, regulatory compliance, consistency, readability, and alignment with client objectives while supporting SWCA's commitment to Sound Science and high-quality deliverables.

Deliverables will be managed as a single administrative record, not assembled at closeout. We will maintain organized files for applications, supporting materials, agency comments, responses, and approvals throughout the project. Invoices will be itemized by contract task and deliverable to support OWRD reimbursement documentation.

APPROVAL ENDPOINT

The endpoint is a complete, defensible permit record delivered before the grant termination date. The City will receive completed applications, supporting documents, agency responses, and approvals required, as listed in Revised Exhibit A. This gives the City a practical path to construction authorization while preserving schedule control, reimbursement support, and a clear record of agency decisions.

SCOPE OF SERVICES

SWCA will lead a coordinated, multidisciplinary permitting effort that advances the Ferry Creek Dam Removal Project from completed design to construction readiness. Our work will be organized around the deliverables listed in Exhibit A of the RFP. At the outset, we will confirm permitting assumptions with the responsible agencies, clarify the approval pathway, and flag any potential scope changes before work proceeds, so the City retains control over schedule, cost, and authorization decisions.

SWCA will provide the project management, federal permitting support, state permitting support, local permitting support, agency coordination, technical documentation, permit application preparation, and administrative support needed to advance the Ferry Creek Dam Removal Project through the permitting process.

PROJECT MANAGEMENT AND ADMINISTRATION

SWCA will provide project management to support the full permitting process. This work will include communication with regulatory agencies, field planning for data collection needed for relevant studies, delegation of permit drafting to in-house subject matter experts, coordination of technical drafts with in-house technical editors, schedule development and maintenance, and clear communication with the City and OWRD regarding project status, updates, risks, and anticipated permitting trajectories. This task also includes SWCA administrative tasks relevant to the project.

FEDERAL PERMITTING AND ENVIRONMENTAL REVIEW

SWCA assumes that USACE will serve as the lead federal agency for federal regulations, even though the Federal Emergency Management Agency is a major project funder. SWCA will coordinate with USACE and other federal agencies to confirm the appropriate review pathway and develop the supporting documentation needed for federal approvals.

Clean Water Act Section 404 Individual Permit

Because Ferry Creek Reservoir is likely a jurisdictional water of the United States due to its perennial connection to the Chetco River and the Pacific Ocean, SWCA anticipates that a CWA Section 404 authorization from USACE will be required. The removal of the dam and associated activities may need to be covered by a CWA Section 404 individual permit, which would require baseline studies, impact analyses, alternatives analysis, and related permitting and approvals from other entities. As stated above under Section 2, the critical permitting decision is the CWA Section 404 pathway now that Nationwide Permit 27 is no longer available for dam removal.

As noted above, we will resolve the CWA Section 404 pathway first, then align federal, state, county, and grant administration tasks around that determination. Within the first 30 days, we will coordinate a pre-application meeting with the Portland District USACE and provide the City a concise CWA Section 404 pathway memorandum. If an individual permit or another authorization is required, we will elevate that decision promptly and proceed only with the City's written authorization.

Deliverables and assumptions include documentation of the current CWA Section 404 pathway, remote coordination with agencies, and no additional site visit for this task.

Should a CWA Section 404 individual permit be required, we anticipate that through its public review process, USACE will be responsible for completing the NEPA review, including preparation of the environmental assessment. SWCA will provide supporting documentation, as authorized by the City, to assist USACE's review, including cultural resources documentation, Endangered Species Act (ESA) consultation support, functional assessments and materials needed for CWA Section 401 Water Quality Certification.

Endangered Species Act Biological Assessment

Due to the presence of ESA-listed fish in the Chetco River and the presence of potentially suitable habitat for marbled murrelet and northern spotted owl adjacent to the reservoir, SWCA will assess potential effects to listed species and their habitats. A biologist will conduct a site investigation to determine whether suitable northern spotted owl or marbled murrelet habitat is present within the disturbance or disruption thresholds for these species. SWCA will coordinate with USFWS and National Marine Fisheries Service (NMFS) biologists to confirm field assessment results and documentation requirements. Complete avoidance of ESA-listed species may be difficult because the in-water work window for fish overlaps with potential nesting windows for birds.

If suitable habitat is present, surveys for northern spotted owl and marbled murrelet may be required to confirm absence, avoid consultation, or avoid seasonal construction restrictions. A programmatic biological opinion may not be available because the dam height exceeds the threshold for programmatic consultation. Given the existing human-made and natural barriers downstream of the dam site, direct effects to ESA-listed fish are not likely; however, indirect effects such as turbidity may be possible during and after construction. SWCA will prepare a BA for informal or formal consultation with USFWS and NMFS, as required. Due to the schedule, SWCA may recommend that an assumption of "may affect, likely to adversely affect" and formal consultation with USFWS be implemented so that a BA is prepared and submitted for USFWS review, with the expectation that approval would be completed in time for a full permit package by September 14, 2027. While the BA is in review, surveys may be completed to confirm presence or absence of the species. To efficiently survey spotted owls, we would recommend the use of autonomous recording units that would be deployed for at least 6 weeks and would only need to be maintained every 3 to 4 weeks. This method has been approved by USFWS on many recent projects and negates the need for a surveyor to complete in-person surveys.

Deliverables and assumptions include an initial site visit for habitat analysis; marbled murrelet and northern spotted owl surveys if habitat is present and occupancy is likely; and preparation of one BA document for both USFWS and NMFS.

National Historic Preservation Act Section 106

If authorized by the City, SWCA will support cultural resources review under the National Historic Preservation Act (NHPA) Section 106 through desktop review, archaeological survey, built environment survey, and coordination with USACE cultural specialists, SHPO, and local Tribes. Because the dam may be a historic structure and because potentially significant cultural resources may be present, SWCA anticipates the need for archaeological and architectural history review within the project area. SWCA will prepare both a SHPO archaeological permit and, if applicable, an ARPA permit application for USACE review and approval before initiating cultural resources surveys, as required.

After the intensive-level archaeological survey, SWCA will prepare an archaeological survey report that evaluates cultural resources using National Register of Historic Places significance criteria. Following the built environment survey, an architectural historian will prepare a historic built environment resources report documenting the results of the built environment survey and evaluation of the dam under NHPA Section 106.

Deliverables and assumptions include archaeological investigations, Tribal coordination support, an intensive-level archaeological survey report, USACE coordination, built environment survey, resource evaluation, a historic built environment resources report, and coordination with USACE and SHPO.

Clean Water Act Section 401 Water Quality Certification

An approved CWA Section 404 permit requires a CWA Section 401 Water Quality Certification from ODEQ. If authorized by the City, SWCA will prepare and support the ODEQ application process through ODEQ's application portal, and coordinate with ODEQ reviewers regarding water quality concerns during and after dam removal. Although ODEQ is a state agency, it fulfills the federal CWA Section 401 review requirements as the state designee.

As part of this certification, ODEQ, USACE, and other reviewers will consider sediment within the reservoir. The existing analysis completed under the Sediment Evaluation Framework indicated no elevated contaminants within the reservoir and concluded that further evaluation is unlikely to be necessary. Deliverables and assumptions include support for a Tier 1 water quality certification review process.

STATE PERMITTING

Joint Permit Application for Oregon Removal-Fill Law

Both DSL and USACE will require a formal wetlands and waters delineation, including survey of potential wetlands and Ferry Creek itself. Hydraulic modeling has provided ordinary high water line elevations for the stream, but wetlands have not been formally delineated. Following field delineations, SWCA will prepare a report that meets DSL and USACE standards and submit it to DSL for approval. Any impacted wetlands and streams will require functional assessments through ORWAP and SFAM, respectively. Deliverables and assumptions include aquatic resource delineation, functional assessments, and a delineation report for DSL and USACE review. JPA preparation and agency coordination are included with the CWA Section 404 permitting task.

Oregon Department of Fish and Wildlife Fish Passage Plan

The Oregon Department of Fish and Wildlife (ODFW) requires a fish passage assessment for the dam removal. SWCA will prepare the fish passage application using available information from the design plans, including pre-project and post-project fish hydraulics and stream dimensions. SWCA assumes that this task can rely on existing narrative and design drawings and will not require additional analysis, agency site visits, or separate fieldwork.

Oregon Department of Environmental Quality Construction Wastewater Discharge 1200-C Permit

A CWA Section 402 Construction Wastewater Discharge 1200-C Permit is required from ODEQ for ground disturbance greater than 1 acre. This permit may be held by the City. SWCA will assist with development of the application by preparing the project narrative and providing completed drawings focused on erosion and sediment control and discharge of construction stormwater. Construction plans already include many of the drawings and narrative elements needed for the application. If design changes are required, additional authorization would be needed.

LOCAL PERMITTING

Curry County Land Use Approval

SWCA will complete the required applications for Curry County land use approval, including a floodplain development permit if required. This work will be coordinated with the federal and state permitting record so local submittals reflect current project information and agency direction.

3. TEAM AND ORGANIZATION

SWCA has assembled a focused, multidisciplinary team with the permitting; biological, cultural, and aquatic resource; and restoration experience needed to advance the Ferry Creek Dam Removal Project through final approvals. Bill Hall will serve as project manager and permitting lead, providing one point of contact and accountability for the City, OWRD, reviewing agencies, and SWCA's technical team. SWCA will staff the project through its Corvallis and Portland Oregon offices, drawing on local permitting, biological, cultural resources, and wetland specialists as needed.

Our team has been selected with the project schedule in mind, including the short permitting window between anticipated notice to proceed and the September 2027 grant deadline. SWCA will reserve key staff for critical path tasks and use standing internal coordination to keep biological surveys, aquatic resource delineation, cultural resources review, agency coordination, and permit submittals moving in parallel. If schedule-sensitive tasks overlap, the project manager will shift support staff across workstreams so the City retains continuity of leadership and adequate capacity to meet required milestones.

The following table identifies key staff members' professional registrations, specialized qualifications, and each team member's responsibility for the scope of work elements. Section 4 provides the milestone schedule and additional detail on workload, availability, and continuity commitments. Resumes for key staff members are included in Appendix A.

KEY STAFF

Bill Hall, Project Manager and Permitting Lead

QUALIFICATIONS	REGISTRATIONS/ CERTIFICATIONS	SCOPE RESPONSIBILITY
• Permitting lead or specialist on hundreds of infrastructure projects. • ESA biological assessment author for Oregon and Washington transportation, utility, energy, and restoration projects. • Wetland, waters, habitat mitigation, and monitoring documentation for CWA Section 404/401 and NEPA compliance packages.	• HAZWOPER Certified • Oregon Department of Transportation (DOT) Qualified Biological Assessment Author • Washington State DOT Qualified Senior Biological Assessment Author	• Project administration • CWA Section 404 coordination • Permit sequencing • Agency coordination • Final package QA/QC

Scott Wright, P.E., QA/QC

QUALIFICATIONS	REGISTRATIONS/ CERTIFICATIONS	SCOPE RESPONSIBILITY
• Engineer of record and project manager for numerous dam and barrier removal projects. • Technical lead for over 100 river restoration projects involving design, permitting, and construction oversight • Senior QA/QC review for engineering analyses, design documents, permitting strategy, and construction-phase materials.	• Professional Engineer; Oregon, Washington, California, Idaho • Project Management Professional • Board Certified Water Resources Engineer	• Technical QA/QC • CWA Section 404 pathway • Final package review

Amanda Carroll, Cultural Resources Lead

QUALIFICATIONS	REGISTRATIONS/ CERTIFICATIONS	SCOPE RESPONSIBILITY
• NHPA Section 106 cultural resources lead for Oregon and Washington projects involving federal agency review. • Archaeological survey and permitting experience for Oregon restoration and wetland projects, including Coffee Lake Creek Wetlands Restoration and North Umpqua surveys.	• Registered Professional Archaeologist No. 17358 • Bureau of Land Management Archaeological Investigations Permit OR-50996	• Section 106 compliance • SHPO coordination • ARPA support • Survey planning • Inventory reporting • Tribal coordination support

Michael Perkins, Lead Wetland Delineator

QUALIFICATIONS	REGISTRATIONS/ CERTIFICATIONS	SCOPE RESPONSIBILITY
• CWA Section 404 and Section 401 permitting lead for reservoir, bridge replacement, and watershed projects involving USACE and state waters coordination. • Wetland and stream delineation lead for Oregon and Washington projects requiring permit exhibits.	• Professional Wetland Scientist No. 3777	• Wetland delineation • DSL coordination • Waters documentation • CWA Section 401/404 technical inputs • Permit exhibits

Jennifer Weber, Permitting Subject Matter Expert

QUALIFICATIONS	REGISTRATIONS/ CERTIFICATIONS	SCOPE RESPONSIBILITY
• Permitting lead for Oregon dam removal, fish passage, floodplain, and riparian restoration projects. • Prepared JPAs, ODEQ/DSL submittals, ODFW fish passage plans, and county land use and development permits.		• ODFW coordination • Biology and permitting integration • Permit assumptions review • Agency strategy support

SUPPORT STAFF

SWCA's support staff will provide added capacity for field coordination, technical documentation, permit assembly, quality checks, and administrative tracking under the direction of the key leads identified above. **Jack Zunka and Jenna Walsh** will support the permitting team through their technical expertise in dam removal and stream restoration and their familiarity with the project design. **Aidan Smith** and **Matthew Zaharchuk** will support Bill Hall with biological resources documentation, survey logistics, ESA compliance support, agency response tracking, and permit application materials. **Rafaella Lisboa** will support Amanda Carroll with cultural resources documentation and submittal materials; **Caelie Butler** will support them as field director for cultural resources fieldwork.

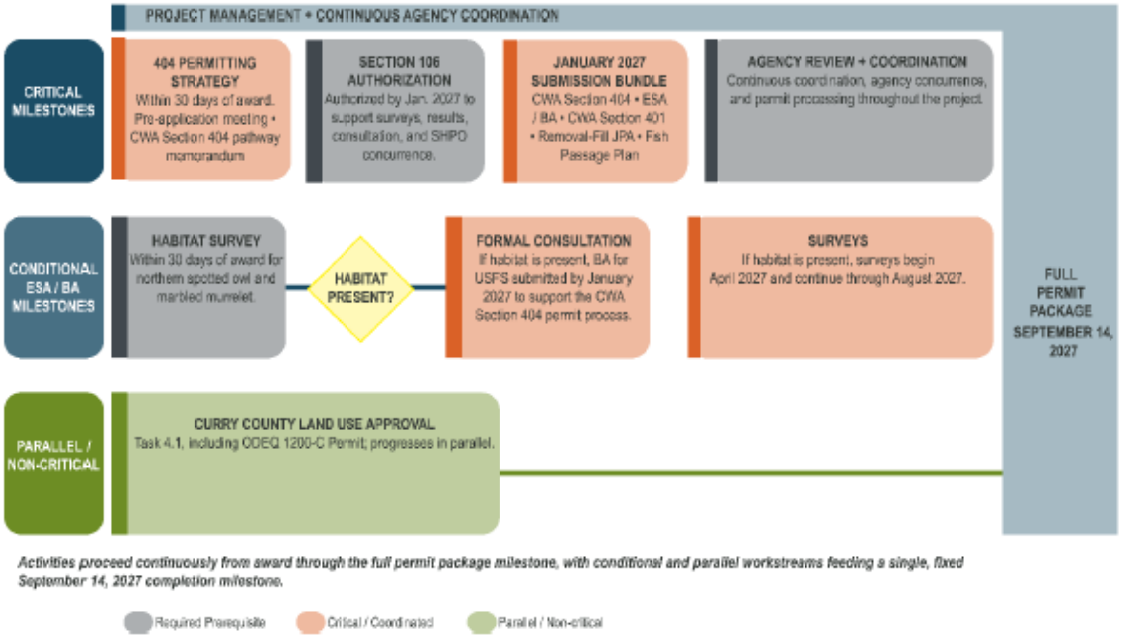
4. AVAILABILITY AND SCHEDULE

SWCA confirms that the proposed key staff have reserved availability to support the Ferry Creek Dam removal permitting schedule from anticipated notice to proceed through final approvals before the September 2027 grant deadline. Current and projected workloads are tracked through weekly and monthly staffing meetings and resource-planning software. SWCA monitors staff commitments, forecasts upcoming capacity needs, and confirms that key personnel remain available for assigned contract tasks. This process enables the project manager and discipline leads to proactively balance workloads, add qualified support when needed, and maintain continuity among the core team committed to serving the City.

All key staff will reserve at least 10 to 20 hours per week to contribute to project deliverables as needed. Senior management commits to providing the appropriate staff availability to meet the critical path. Continuity will be managed through reserved time for discipline leads, early scheduling of seasonal biological and wetland work, and regular review of agency response windows and submittal deadlines. Bill Hall will monitor the workload against the milestone schedule, elevate decisions that could affect timing, and coordinate support staff as needed so discipline leads remain focused on critical-path tasks. The same project manager and discipline leads will remain assigned from kickoff through final approvals, with project decisions, agency comments, and submittal status tracked in a shared permit record.

The critical path graphic below highlights the early decisions, authorizations, and submittal dates that are essential to meeting the September 14, 2027, grant deadline. Within 30 days of award, SWCA will work with the City and regulatory agencies to confirm the CWA Section 404 permitting strategy and obtain authorization to begin cultural resources work. Keeping these early actions on track will support submittal of the CWA Section 404 permit application, BA, CWA Section 401 certification application, Joint Permit Application (JPA), and fish passage plan by January 2027.

Following these submittals, continued agency coordination and timely resolution of review comments will be critical. The graphic illustrates the pathway for completing ESA consultation in time to conduct the required seasonal surveys and identifies the decisions or actions needed to prevent delays in that work. Curry County land use approval is also shown as a required, parallel activity; however, it is not expected to control the critical path. Together, these milestones emphasize where timely City direction, agency engagement, and coordinated decision-making will be most important to achieving final approvals before the grant deadline.



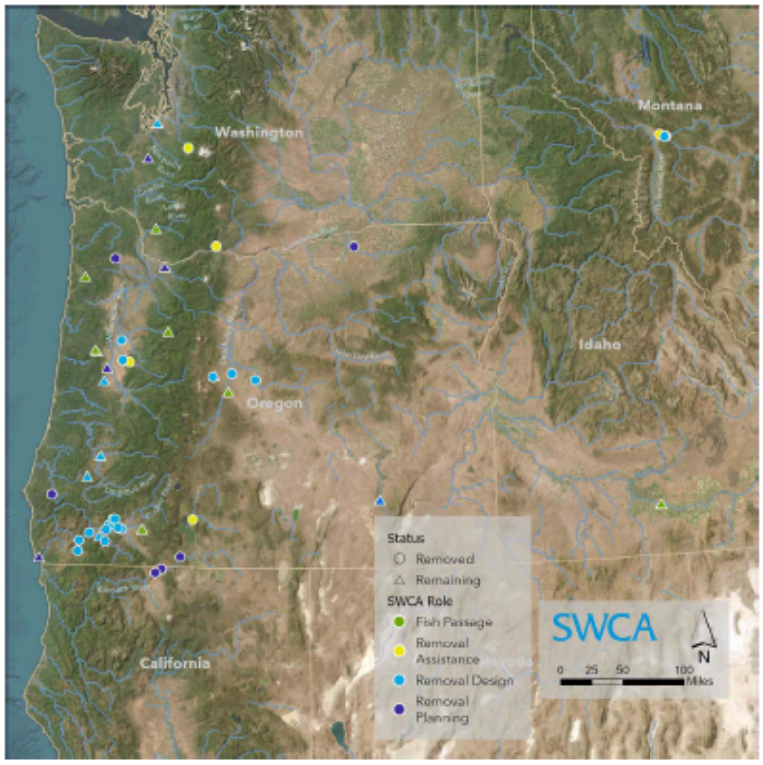
Activities proceed continuously from award through the full permit package milestone, with conditional and parallel workstreams feeding a single, fixed September 14, 2027 completion milestone.

5. RELEVANT EXPERIENCE AND PAST PERFORMANCE

SWCA offers dam removal, aquatic resource, and environmental permitting experience suited to the City's next phase of work: advancing Ferry Creek Dam removal from completed design through agency approvals. Our team's comparable work in Oregon and across the Pacific Northwest includes dam and barrier removals, fish passage improvements, wetland and waters documentation, biological review, cultural resources compliance, and coordinated federal, state, and local permitting for public agency clients.

Our project examples were selected to show practical delivery in settings where permitting, agency coordination, sediment and aquatic resource considerations, ESA compliance, cultural resources and SHPO review support, aquatic resource delineation, fish passage, and local approvals must be managed together. This experience supports a permitting approach that is grounded in real dam removal constraints, responsive to Oregon regulatory requirements, and organized around timely agency decisions.

The following reference projects highlight work on complex removal and restoration efforts involving multidisciplinary teams, public agencies, sensitive aquatic resources, and compliance documentation needed to move projects from planning and design into implementation. Together, they demonstrate SWCA's ability to integrate a project's technical studies and permit strategy without losing sight of its schedule, review risk, or constructability.



Our team has led or been a key team member for over 40 dam removals in the Pacific Northwest and served as the permitting lead for most of those projects.

MIDDLE FORK COQUILLE FALLS FISH PASSAGE AND BARRIER REMOVAL



LOCATION:
- Marion County, Oregon

DATE:
- 2025

REFERENCE:
Emily Kolkemo
Coquille Watershed Association
(541) 808-4915
ekolkemo@coquillewatershed.org

RELEVANCE:
- Barrier removal planning and implementation
- Federal, state, county, and local permitting
- ESA consultation and compliance
- Aquatic resource assessments
- Fish passage evaluation and design support
- Oregon and Pacific Northwest regulatory approvals
- Public agency coordination
- Multidisciplinary environmental planning, permitting, and restoration

The Coquille Watershed Association retained SWCA to provide implementation services for the Middle Fork Coquille Falls Fish Passage Project near North Fork, Oregon. The project supported fish passage improvements along a confined reach of the Middle Fork Coquille River adjacent to Oregon Highway 42, where prior engineering designs called for in-channel material removal and placement, site access provisions, and environmental controls. The project was developed in coordination with ODFW and followed applicable fish passage, water quality, and environmental protection requirements, including NMFS conservation measures and ODEQ CWA Section 401 Water Quality Certification provisions. Construction occurred during the 2025 in-water work window.

SWCA provided preconstruction services, construction administration, construction oversight, as-built survey support, and project closeout documentation. SWCA coordinated and facilitated project kickoff meetings; reviewed contractor submittals, permits, material sources, and right-of-way agreements; and coordinated with project partners throughout implementation. The team completed construction stakeout, established survey control, conducted regular site inspections, documented construction progress, reviewed requests for information and change orders, and supported contractor payment review. Following construction, SWCA completed final inspections; prepared as-built survey documentation using survey data, aerial imagery, and uncrewed aerial vehicle photogrammetry; and assisted with closeout documentation for funders and regulatory agencies.

A key challenge was implementing in-channel construction within a constrained river corridor with difficult site access while maintaining compliance with regulatory requirements and environmental protection measures. SWCA addressed these complexities through proactive coordination, detailed construction oversight, timely field review of critical decision points, and comprehensive documentation. The project demonstrated SWCA's ability to guide complex fish passage construction efforts from preconstruction planning through project closeout while maintaining schedule coordination, quality assurance, and regulatory compliance.

COALEDO DRAINAGE DISTRICT FISH PASSAGE



LOCATION:
- Coquille, Oregon

DATE:
- 2018–2021

REFERENCE:
Anna Pfeifer
Coquille Watershed Association
(541) 396-2541
apfeifer@coquillewatershed.org

RELEVANCE:
- Dam removal planning and implementation
- Federal, state, county, and local permitting
- ESA consultation and compliance
- Aquatic resource assessments
- Fish passage evaluation and design support
- Cultural resources and SHPO review support
- Oregon and Pacific Northwest regulatory approvals
- Public agency coordination
- Multidisciplinary environmental planning, permitting, and restoration

For the Coaledo Drainage District Fish Passage Project in the Coquille Basin, River Design Group, Inc. (RDG), now part of SWCA, completed geomorphic assessment, structure removal planning, channel restoration design, permitting support, and construction oversight for removal of a 255-foot-long, 12-foot-diameter culvert on Baker Creek, a tributary of the South Fork Coquille River. The culvert outlet was perched 12 feet above the downstream scour pool and limited access to upstream habitat in a steep forested watershed shaped by high winter flows, accumulated fill, channel instability, and slope-failure risk. Our team developed construction drawings, specifications, erosion and sediment control measures, and a phased restoration approach that removed the culvert and approximately 22,500 cubic yards of backfill while allowing native stored sediment to naturally evacuate during winter storm events.

The work required close coordination with the Coquille Watershed Association and reviewing agencies to keep design, permitting, aquatic resource protection, and construction sequencing aligned. SWCA's restoration and engineering staff supported permit compliance during implementation, including sediment management, work area isolation considerations, erosion control, and habitat enhancement. Phase 1 restored fish passage by removing the failed crossing and reestablishing channel continuity. Phase 2 added pool habitat and large wood structures to improve habitat complexity for salmonids and other native aquatic species found in southwest Oregon coastal watersheds.

SWCA also supported the Coquille Watershed Association through cultural resources services associated with this project. Working in an area of cultural significance to the Coquille Tribe, SWCA provided permitting support, on-site archaeological monitoring, and preparation of technical documentation summarizing monitoring methods, findings, consultation efforts, and any treatment measures implemented for previously unidentified resources documented during construction. This scope reflects the same type of construction-phase cultural resources support, SHPO-facing documentation, and Tribal sensitivity that can affect aquatic restoration projects on Oregon's south coast.

WARNER BASIN AQUATIC HABITAT PARTNERSHIP



LOCATION:
Adel, Oregon

DATE COMPLETED:
2012—ongoing

REFERENCE:
Brandi Neider
Lake County Umbrella Watershed Council
(541) 219-0493
bneider@lakecountywsc.com

RELEVANCE:
- Dam removal planning and implementation
- Federal, state, county, and local permitting
- ESA consultation and compliance
- Aquatic resource assessments
- Fish passage evaluation and design support
- Cultural resources and SHPO review support
- Oregon and Pacific Northwest regulatory approvals
- Public agency coordination
- Multidisciplinary environmental planning, permitting, and restoration

SWCA is assisting a stakeholder group including the Lake County Umbrella Watershed Council, two water user groups, the Bureau of Land Management, USFWS, ODFW, and local landowners with a fish passage and screening planning effort intended to improve watershed connectivity for Warner sucker, a federally threatened fish species endemic to the Warner Basin in southcentral Oregon. SWCA has completed eight fish passage projects that have included technical and nature-like fishways, weir removals, and irrigation canal fish screens. Our team has also worked with ODFW to document Warner sucker passage at the Dyke Diversion fish ladder (2015), the MC Diversion bypass channel (2019) on Twentymile Creek, at roughened channels on Deep Creek, and a nature-like bypass channel on Honey Creek. SWCA has coordinated with the ODFW – Central Point Screen Shop on vertical panel, rotary drum, and cone screen fish screens across the three primary tributaries in the basin. SWCA also independently developed a flat panel fish screen with the Farmers Conservation Alliance for the Dyke Diversion on Twentymile Creek.

Our team also coordinated the development of the Warner Basin Strategic Action Plan (SAP), the guiding document supporting the Warner Basin fish passage program. The SAP served as the foundational document in the Warner Basin Aquatic Habitat Partnership's (WBAHP's) Focused Investment Partnership application submitted to the Oregon Watershed Enhancement Board (OWEB) in 2018. OWEB selected the WBAHP for one of five Focused Investment Partnership awards in 2019. RDG, now part of SWCA, was the lead engineering firm for the $6-million program. The WBAHP was also selected by OWEB's "Telling the Story" program to prepare a short film, technical document, and educational brochure on the WBAHP's accomplishments and plans for improving basin passage.

Since 2011, RDG has completed the design and implementation of nine fish passage projects in the Warner Basin to improve watershed connectivity for Warner sucker and Warner Lakes redband trout. Completed projects have included technical fishways (i.e., fish ladders), roughened channels, fish passage bypass channels, and dam removals on Twentymile Creek, Deep Creek, and Honey Creek. Projects have also replaced degraded irrigation diversion infrastructure, improving irrigation diversion management and operational safety. We continue to monitor the structural stability and fish passage conditions at each diversion. We have also partnered with ODFW to document fish passage at each diversion. ODFW captures, tags, and releases Warner suckers and redband trout downstream from fish passage structures. ODFW biologists then determine successful fish passage when tagged fish are detected upstream of the monitored fish passage structure. The monitoring program has documented Warner sucker passage at each diversion. Redband trout monitoring has been less extensive, but when redband tout use has also been monitored, results also show successful redband trout passage.

Upcoming projects include improving passage at the four remaining diversions on lower Honey Creek (2026–2027), installing a cone screen at the Deep Creek – Starveout Diversion (2027), and investigating potential fish passage and screening strategies for the Deep Creek – Town Diversion.

KLAMATH RIVER RENEWAL PROJECT



LOCATION:
- Klamath Falls, Oregon, and Hornbrook, California

DATE:
- 2010–2024

REFERENCE:
Seth Gentzler, PE
AECOM
(510) 874-3018
seth.gentzler@aecom.com

RELEVANCE:
- Dam removal planning and implementation
- Federal, state, county, and local permitting
- ESA consultation and compliance
- Aquatic resource assessments
- Fish passage evaluation and design support
- Oregon and Pacific Northwest regulatory approvals
- Public agency coordination
- Multidisciplinary environmental planning, permitting, and restoration

In 2010, RDG, now part of SWCA, worked as part of a multidisciplinary consulting team led by CDM Smith to develop an environmental impact statement (EIS) for potential removal of four dams on the Klamath River. RDG was selected for the EIS team to provide leadership and expertise in dam removal. Informed by numerous public meetings and consultation with local and Tribal governments throughout the Klamath Basin, the final EIS analyzed the project's impacts and benefits across a broad spectrum, including ecological, aesthetic, historical, cultural, economic, social, and health impacts.

In 2017, the Klamath River Renewal Corporation (KRRC) selected AECOM and RDG to be the technical representatives for KRRC, to advance the plan for dam removal permitting and construction. We were tasked with preparation of aquatic resource mitigation plans, river and reservoir restoration plans, reservoir sediment evaluation, geomorphology and sediment transport analysis, water quality analysis, the fire management plan, and public outreach and workshops to help this monumental project. We helped select the design-build team to move forward with dam removal and reviewed design submittals and facilitated permit acquisition.

To inform restoration design and anticipate impacts of removal on aquatic species, we conducted geomorphic analyses of the reservoirs to predict the anticipated reservoir evolution during and after dam removal, analyzed numerical models of water quality and geomorphic evolution of reservoir sediment, and acted as the lead investigator for experiments targeting material property changes to the reservoir sediments after removal and the suitability of the sediments as a growth medium for revegetation. Our team analyzed the modeled erosion, transport, and depositional patterns of all size classes of stored reservoir sediments. Our geomorphic staff led the investigation for reservoir sediment sampling analysis for USACE and Environmental Protection Agency Sediment Evaluation Framework regulatory evaluation. The study found that stored sediments could be released from the reservoirs and allowed to naturally disperse downstream in the Klamath River. Following the successful drawdown of the reservoirs in 2024, we completed the first descent of the free-flowing California reservoirs to survey bathymetry, analyze reservoir sediment evacuation and movement, and identify suitable pool features for water drafting by firefighting helicopters.

6. REFERENCES

MIDDLE FORK COQUILLE FALLS FISH PASSAGE AND BARRIER REMOVAL

Emily Kolkemo, Restoration Project Manager

Coquille Watershed Association
(541) 808-4915
ekolkemo@coquillewatershed.org

SWCA provided permitting and implementation support, including preconstruction coordination, construction administration and oversight, survey and as-built support, and regulatory compliance documentation.

COALEDO DRAINAGE DISTRICT FISH PASSAGE

Anna Pfeifer, Riparian Habitat Project Manager
Coquille Watershed Association

(541) 396-2541
apfeifer@coquillewatershed.org

SWCA provided permitting, geomorphic assessment, channel restoration design, cultural resources support, construction oversight, and permit compliance documentation, removing a perched culvert on Baker Creek and restoring fish passage, channel continuity, and aquatic habitat in the Coquille Basin.

WARNER BASIN AQUATIC HABITAT PARTNERSHIP

Brandi Neider, Project Manager, Stream & Riparian Coordinator

Lake County Umbrella Watershed Council (541) 219-0493
bneider@lakecountywsc.com

SWCA provided fish passage planning, stakeholder and agency coordination, design, permitting support, implementation oversight, and monitoring.

7. LOCALE AND ACCESS



SWCA offers direct familiarity with the Ferry Creek Dam removal project, Curry County regulatory considerations, and the environmental setting of Oregon's south coast. Under a previous contract, our team has already evaluated site conditions, watershed characteristics, geologic hazards, permitting pathways, fisheries resources, and restoration considerations specific to Ferry Creek, allowing us to begin permitting activities efficiently and focus immediately on agency coordination, technical studies, and schedule-critical approvals.

With staff in Corvallis and Portland, SWCA can mobilize qualified field personnel for biological assessments, aquatic resource delineations, cultural resources investigations, and other field-dependent tasks as project needs arise. This structure allows us to efficiently support field activities while maintaining project management and permitting coordination through the core team identified in this proposal.

Our team understands the environmental and regulatory conditions associated with coastal Curry County through experience delivering fish passage, restoration, and permitting projects in southwest Oregon watersheds facing similar challenges. For the Baker Creek Culvert Removal Project, our team developed removal and restoration plans, supported permitting, and provided construction oversight in a steep, forested watershed prone to slope instability and sediment management challenges. The project required development of erosion and sediment control measures, permit support, and implementation within a sensitive aquatic environment. For the Coquille Watershed Association's Middle Fork Coquille Falls Project, SWCA restored fish passage in a constrained coastal Oregon river corridor bordered by steep terrain and critical infrastructure. The project required navigating environmental regulations, developing construction access and work area isolation strategies, coordinating closely with project partners and ODFW, and restoring habitat for Oregon Coast coho salmon, Chinook salmon, winter steelhead, Pacific lamprey, and coastal cutthroat trout. Together, these projects demonstrate practical experience working in the coastal watersheds of southwest Oregon, where challenging terrain, sensitive aquatic resources, fish passage requirements, and multiagency coordination must be successfully managed to move projects from planning through implementation.



MIDDLE FORK COQUILLE FALLS
Project partners (Oregon Department of Fish and Wildlife, Coquille Watershed Association, SWCA, and Blue Ridge Timber Cutting) assessing site conditions during the pre-construction meeting.

SWCA regularly coordinates with the agencies expected to review and approve this project, including USACE, DSL, ODEQ, ODFW, OWRD, SHPO, USFWS, NMFS, and Curry County. Our understanding of these agencies' review processes and permitting requirements supports efficient permit development, proactive issue resolution, and a practical path to approvals for the City.

8. BUSINESS INCLUSION AND EQUITABLE DISTRIBUTION

SWCA is not a COBID-certified firm and is not certified as a disadvantaged, minority-owned, women-owned, emerging small, or service-disabled veteran-owned business. SWCA is an employee-owned environmental consulting firm. Our ownership and employment practices are grounded in equitable access to opportunity, inclusive recruiting and hiring, employee development, and advancement based on qualifications, performance, and contributions to our scientific and technical work. Through our diversity, equity, and inclusion (DEI) strategy, SWCA supports an inclusive culture of belonging, talent diversity, and the elevation of equity across our workforce. Our practices include bias-aware recruiting and selection, competency-based interview processes, professional development planning, employee resource groups, and companywide DEI resources and training.

SWCA does not anticipate using certified firms for this project. The proposed scope of work will be completed by our in-house permitting, biological, cultural, wetland, and project management staff. If subcontracting is needed, COBID certification review is part of SWCA's subcontractor selection process. SWCA has successfully teamed with COBID-certified firms and other small or historically underused businesses as both a prime consultant and subcontractor. We maintain these relationships through ongoing teaming, referrals, procurement outreach, and small business networks. If an additional scope of work need arises, SWCA will evaluate qualified COBID-certified firms and other small business partners consistent with the City's goals and project requirements.

SWCA reports zero City of Brookings contracts and $0 in contract value.

9. CONFLICTS AND FUTURE SERVICES

SWCA has no financial interest in the project or other conflict relevant to 40 CFR 1506.5(c). SWCA previously served as the engineer for the dam removal design of Ferry Creek Dam, and we disclose this prior involvement for transparency.

10. SIGNED PROPOSER CERTIFICATIONS

The proposer certification form is included as Appendix B.

APPENDIX A:

Resumes

SWCA | Resume

BILL HALL, B.S., PROJECT MANAGER AND PERMITTING LEAD

Bill Hall's experience in environmental compliance, natural resources management, and project implementation spans over 30 years. His technical role has involved the crafting of permitting strategies and impact analyses for hundreds of small and large transportation, energy, utility, and other infrastructure projects throughout the Pacific Northwest. In this capacity, he has overseen the completion of full environmental compliance packages involving local land use permitting, archaeological and cultural resource inventories and clearances, impacts to waters, impacts to species listed under the federal Endangered Species Act (ESA), and National Environmental Policy Act (NEPA) compliance from categorical exclusions to environmental impact statements (EISs).

YEARS OF EXPERIENCE

33

EXPERTISE

Clean Water Act Section 404 and 401 compliance

ESA biological assessments

Wildlife biology

Fisheries biology

Wetland delineation

Habitat mitigation and monitoring

EISs and environmental assessments

Bird and bat conservation strategies

National Historic Preservation Act compliance

EDUCATION

Master's coursework, Biology; Portland State University; 1997

B.S., Biology; University of Michigan; 1991

REGISTRATIONS / CERTIFICATIONS

Certified Scuba Diver, Texas; NAUI Worldwide; 1984

HAZWOPER Certified

TRAINING

Qualified Senior Biological Assessment Author, Washington State Department of Transportation; 2006

Qualified Biological Assessment Author, Oregon Department of Transportation; 2007

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Pelton Adult Trap Licensing and Permitting Support; Portland General Electric Company (PGE); Jefferson County, Oregon. PGE is modernizing their facility's fish passage capabilities by replacing the Pelton Adult Trap and rearing facilities. The project encompasses obtaining necessary permits and consultations, including a U.S. Army Corps of Engineers and Oregon Department of State Lands permit, a supplemental biological opinion from both the National Marine Fisheries Service and U.S. Fish and Wildlife Service, Wild and Scenic River consultation with the Bureau of Reclamation and the Oregon Parks and Recreation Department, and a license amendment/consultation with the Federal Energy Regulatory Commission (FERC). A thorough cultural evaluation is also required to preserve and respect the site's heritage. *Role: Lead Fish and Wildlife Biologist. Oversaw the completion of a biological assessment and conducted agency coordination for effects on ESA-listed fish and wildlife.*

South Fork Tolt Natural Resource Services; Confidential Client; King County, Washington. SWCA is supporting Seattle City Light and Seattle Public Utilities (SPU) on the relicensing effort for the South Fork Tolt Hydroelectric Project. As part of a consultant team, SWCA is providing expertise in the planning, execution, and reporting for nine resource studies, including wildlife, botanical, wetland, recreation, and environmental justice resources. As part of this work, SWCA develops and prepares documents required by the FERC licensing process. SWCA's resource specialists attend and assist in the facilitation of Licensing Participant and other related public or outreach meetings. SWCA coordinates closely with Seattle City Light and SPU staff and the larger consultant team on shaping and maintaining a strategic approach to successfully managing the relicensing process. *Role: Wildlife Study Lead. Led the development and implementation of studies related to marbled murrelet, northern spotted owl, amphibians, and other species of interest through the use of audio-visual surveys, passive acoustic recording, wildlife trail cameras, and environmental DNA testing.*

National Fish and Wildlife Foundation (NFWF) America the Beautiful Challenge Grantee Technical Assistance for Federal Compliance; NFWF; Multiple States. SWCA provides technical assistance and support to grantees in meeting federal compliance requirements, including documentation of compliance with the ESA (state and federal). *Role: Senior Technical Reviewer. Provided reviews for Tribal, state, and non-profit projects for integrated habitat restoration projects in Washington, Oregon, Idaho, and California. Reviewed grant application actions to determine likely effects on ESA-listed fish, wildlife, invertebrate, and plant species.*

* **Tualatin Basin Joint Project; Clean Water Services; Washington County, Oregon.** This project involved investigating options for addressing dam safety, water quality, and water quantity in the Tualatin River watershed. *Role: Deputy Permitting Lead. Investigated wetlands, waters, fish, wildlife, and rare plants, as well as land use, cultural resources, floodplains, and farmland protections, and assisted in compliance with local, state, and federal approvals.*

SWCA | Resume

SCOTT WRIGHT, PE, PMP, BC.WRE, QA/QC

Scott has over 33 years of private and public sector water resources experience and has been the engineer of record and project manager for numerous monumental dam removal, fish passage, and river restoration projects. His expertise includes alternatives development, watershed restoration planning, project prioritization, design, and construction oversight. Scott has been the engineer of record for over 100 river restoration projects where he has performed the design and been on site for construction. Scott provides senior-level quality assurance and quality control (QA/QC) review for technical deliverables, helping ensure engineering analyses, design documents, and construction-phase materials are accurate, consistent, and aligned with project requirements. Scott is a Professional Engineer (PE), Project Management Professional (PMP) and Board Certified Water Resources Engineer (BC.WRE) and is also a faculty member at Oregon State University.

YEARS OF EXPERIENCE

33

EXPERTISE

Dam removal and permitting

Large wood habitat structures

Channel and floodplain restoration

Fishways and fish passage

Work area isolation plans and dewatering

Channel diversion and screens

Permitting strategy

Construction monitoring

Alternatives development

Public involvement and stakeholder engagement

EDUCATION

M.S., Civil Engineering: Water Resources; Oregon State University; 1999

B.S., Civil Engineering with Honors; Oregon State University; 1993

REGISTRATIONS / CERTIFICATIONS

Professional Engineer; Oregon, Washington, California, Idaho

Project Management Professional

Board Certified Water Resources Engineer

AWARDS / HONORS

2025 American Academy of Water Resources Engineers (AAWRE) Practitioner of the Year

SELECTED PROJECT EXPERIENCE

Pomeroy Dam Removal; WaterWatch of Oregon; Josephine County, Oregon. Pomeroy Dam was identified as a high priority fish passage barrier on the Illinois River near Cave Junction, Oregon. An integral aspect of the dam removal process was the identification of additional fish passage restoration opportunities along the path of the historic irrigation canal. Scott provided leadership in the planning, design, permitting, and removal of the Pomeroy Dam, helping restore volitional fish passage on the Illinois River. *Role: Project Manager and Engineer of Record*

Baker Creek Fish Passage Project; Coquille Watershed Association; Coos County, Oregon. River Design Group, Inc. (RDG), now part of SWCA, completed geomorphic assessment, structure removal planning, channel restoration design, permitting support, and construction oversight for removal of a 255-foot-long, 12-foot-diameter perched culvert on Baker Creek, a tributary of the South Fork Coquille River. The team developed construction drawings, specifications, erosion and sediment control measures, and a phased restoration approach that removed the culvert and approximately 22,500 cubic yards of backfill while allowing native stored sediment to naturally evacuate during winter storm events. SWCA coordinated with the Coquille Watershed Association and reviewing agencies to align design, permitting, aquatic-resource protection, construction sequencing, sediment management, work area isolation, erosion control, habitat enhancement, and cultural resources monitoring in an area of Tribal sensitivity. The project restored channel continuity and added pool habitat and large wood to improve habitat complexity for salmonids and other native aquatic species. *Role: Senior Project Manager.*

Klamath River Renewal Project; Klamath River Renewal Corporation (KRRC); Klamath Basin, Oregon and California. RDG, now part of SWCA, served on multidisciplinary teams supporting environmental review, permitting, design-build procurement, and implementation planning for removal of four dams on the Klamath River. The team contributed dam removal expertise to the environmental impact statement and later supported KRRC through aquatic resource mitigation planning, river and reservoir restoration planning, sediment and geomorphic analyses, water quality analysis, fire management planning, public outreach, design-build team selection, design review, and permit acquisition. SWCA's work included reservoir evolution analyses, sediment evaluation under USACE and Environmental Protection Agency Sediment Evaluation Framework requirements, and post-drawdown bathymetric and sediment movement surveys following successful reservoir drawdown in 2024. *Role: Project Manager.*

SWCA | Resume

AMANDA CARROLL, M.A., CULTURAL RESOURCES LEAD

Amanda Carroll is an archaeologist with more than 10 years of project experience, specializing in precontact archaeology in the Pacific Northwest. She expertly leads and manages teams of archaeologists in various locations across the Pacific Northwest. She possesses a diverse range of skills and expertise that make her an excellent senior archaeologist for cultural resources compliance projects with her extensive knowledge of precontact archaeology in the region, combined with her proven team management skills. She also has expertise in Tribal coordination, project management, archaeological survey, excavation, interpretation, technical writing, archaeological monitoring, cultural resources data analysis, and guiding projects to completion in compliance with local, state, and federal laws and regulations, such as Sections 106 and 110 of the National Historic Preservation Act (NHPA).

YEARS OF EXPERIENCE

12

EXPERTISE

Project management

Archaeological survey, excavation, testing, and data recovery

Pacific Northwest precontact archaeology

Tribal coordination and cultural resources regulations

Technical writing

EDUCATION

M.A., Applied Anthropology; Oregon State University; 2018

B.A., Anthropology, minor: Comparative Ethnic Studies; Washington State University; 2014

REGISTRATIONS / CERTIFICATIONS

Registered Professional Archaeologist No. 17358; Register of Professional Archaeologists; 2018

PERMITS

U.S. Bureau of Land Management, Archaeological Investigations Permit, Principal Investigator: OR, WA

Field Director: Western OR/WA, Columbia Plateau, Great Basin

SELECTED PROJECT EXPERIENCE

Thomas Creek–Cox Flat Stage 0; Lake County Umbrella Watershed Council; Lake County, Oregon. SWCA is providing cultural resources support for a stream restoration project designed to restore historical hydrology, geomorphology, and habitat within a high-desert stream system. Cultural resources services include supporting project planning and permitting, reviewing proposed restoration activities for potential effects to cultural resources, coordinating cultural resources considerations with the broader design and environmental team, and developing appropriate compliance recommendations as the project advances through design and permitting. *Role: Cultural Resources Subject Matter Expert. Providing senior cultural resources oversight and technical guidance to support project planning, permitting, and compliance.*

Coaledo Drainage District Fish Passage; Coquille Watershed Association; Coos County, Oregon. SWCA provided cultural resources compliance services in support of a fish passage and stream restoration project on Baker Creek in the Coquille Basin. The project was within an area of cultural significance to the Coquille Tribe and required careful consideration of archaeological and Tribal cultural resources during construction. SWCA supported cultural resources permitting and consultation, provided on-site archaeological monitoring during ground-disturbing activities, coordinated treatment measures as needed during construction, and prepared technical documentation summarizing monitoring methods, findings, consultation, and measures implemented to protect cultural resources. *Role: Project Manager, Archaeologist. Provided senior technical and regulatory oversight, supported development of the cultural resources compliance approach, and advised the project team on archaeological and Tribal cultural resources considerations during permitting and construction.*

North Umpqua Cultural Resources Surveys; PacifiCorp; Douglas County, Oregon. For this project, SWCA provided a cultural resource damage assessment, conducted archaeological surveys, interfaced with agencies and the Umpqua National Forest, and developed required reports for submittal to the Oregon State Historic Preservation Office (SHPO). Services also included NHPA Section 106 consultation. *Role: Project Manager. Responsible for conducting all cultural resources compliance tasks including acquiring archaeological permitting for excavations, conducting background research, preparing a draft technical memorandum, and coordination with federal agencies.*

Coffee Lake Creek Wetlands Restoration; Metro; Clackamas County, Oregon. SWCA provided cultural resources compliance services for Metro's planned restoration of approximately 60 acres of wetlands within the city of Wilsonville. Cultural resources work included background research, archaeological field investigations, subsurface testing, regulatory coordination, and preparation of technical documentation to support project planning and compliance. SWCA also obtained the required SHPO-issued archaeological permit for subsurface investigations and developed recommendations to address identified cultural resources considerations prior to construction. *Role: Project Manager. Managed the cultural resources scope of work from initiation through completion; coordinated archaeological permitting and regulatory requirements; directed background research and field investigations; provided technical oversight; coordinated staffing and schedule; and oversaw preparation and review of the cultural resources technical report and associated deliverables.*

SWCA | Resume

MICHAEL PERKINS, M.A., PWS, LEAD WETLAND DELINEATOR

Michael Perkins is a project manager and natural resources scientist with over 12 years of experience in aquatic resources delineations and Clean Water Act (CWA) Sections 404 and 401 and state and local waters permitting.

YEARS OF EXPERIENCE

12

EXPERTISE

CWA Section 404 permitting and Section 401 Water Quality Certification

State and municipal water permitting

Mitigation planning

Wetland and stream delineations

Threatened and endangered species habitat assessment and surveys

EDUCATION

Graduate Certificate, GIS; Pennsylvania State University, 2021

M.A., International Affairs; Ohio University, 2008

B.S., Environmental Science; Morehead State University, 2005

TRAINING

Western Washington Wetland Rating System, Washington Department of Ecology, 2025

Credit-Debit Method for Estimating Mitigation Needs, Washington Department of Ecology, 2025

Rosgen I: Applied Fluvial Geomorphology, Wildland Hydrology, 2025

Oregon Rapid Wetland Assessment Protocol and Stream Functional Assessment Method, Oregon Department of State Lands and USACE, 2024

USACE Waters of the US 38-Hour Wetland Delineation Training, Richard Chinn Environmental Training; 2014

CERTIFICATIONS

Professional Wetland Scientist No. 3777; Society of Wetland Scientists, 2024

SELECTED PROJECT EXPERIENCE

U.S. Army Corps of Engineers (USACE) Cottonwood and Chumbley Mitigation Monitoring; USACE; Cowlitz County, Washington. SWCA developed and implemented a multiyear wetland, vegetation, and wildlife monitoring plan for two large wetland mitigation sites. *Role: Aquatic Resources Subject Matter Expert (SME). Served as wetland delineation and vegetation monitoring lead. Facilitated client and USACE coordination.*

Confidential Reservoir Project Environmental Impact Statement (EIS); Confidential Client; Park County, Colorado. SWCA is providing National Environmental Policy Act (NEPA) EIS support and CWA Section 404 and state waters authorization support for a regionally important reservoir project. *Role: Aquatic Resources SME, CWA Section 404 and State Waters Permitting Lead. Provided subject matter expertise and permitting leadership related to aquatic resources, supporting project planning, regulatory compliance, and agency coordination.*

Wolf Creek Reservoir EIS; Rio Blanco Water Conservancy District; Rio Blanco County, Colorado. SWCA is providing third-party NEPA EIS support and CWA Section 404 and state waters support for a regionally important reservoir project. *Role: Aquatic Resources and Permitting SME. Served as subject matter expert in aquatic resources and permitting, providing technical input and regulatory guidance throughout the project.*

West Fork Watershed Plan EIS; Wyoming Water Development Commission; Carbon County, Wyoming. SWCA is providing NEPA EIS support and CWA Section 404 delineation and permitting support for a regionally important reservoir project. *Role: Aquatic Resources SME and CWA Section 404 Permitting Lead. Provided subject matter expertise and permitting leadership for aquatic resources, supporting project compliance and agency engagement.*

Confidential Bridge Replacement Project; Confidential Client; Larimer County, Colorado. SWCA has provided CWA Section 404 support, including coordination with multiple federal agencies, to obtain a Nationwide Permit for a bridge replacement project. *Role: Aquatic Resources and Permitting SME. Provided subject matter expertise for aquatic resources and permitting, offering technical support and regulatory coordination.*

Town of Meeker Circle Park Redesign and Stream Restoration Assessment; Town of Meeker, Rio Blanco County, Colorado. SWCA assisted the Town of Meeker, the Eastern Rio Blanco Metropolitan Recreation and Park District, and allied stakeholders to obtain a CWA Section 404 Nationwide Permit and plan mitigation for construction along the White River. *Role: Aquatic Resources SME, CWA Section 404 Permitting Lead. Provided subject matter expertise and permitting leadership for aquatic resources, assisting with project planning and regulatory processes.*

SWCA | Resume

JENNIFER WEBER, B.S., PERMITTING SUBJECT MATTER EXPERT

Jennifer Weber is a project environmental planner with extensive experience in program, project, and contract management; floodplain and riparian restoration; stakeholder outreach and engagement; complex project permitting; and site and land use planning. Her strong communication, collaboration, and organizational skills, combined with her ability to efficiently manage processes, objectives, and schedules, make her an invaluable asset in supporting clients in achieving successful project outcomes.

YEARS OF EXPERIENCE

13

EXPERTISE

Riparian, stream, and river restoration

Stream and river assessments

Floodplain permitting

Stakeholder outreach and engagement

Floodplain mapping

EDUCATION

B.S., Landscape Architecture; University of Oregon; 2012

REGISTRATIONS / CERTIFICATIONS

Wilderness First Aid Certified, Oregon No. 6424ea31a09287052a0923fc; 2023

AWARDS / HONORS

Riparian Challenge Award

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Pomeroy Dam Removal: Free and Easy Creek and Jimmy Creek Fish Passage; WaterWatch of Oregon; Josephine County, Oregon. Pomeroy Dam was removed in 2024. SWCA is completing the design and managing construction of the culvert replacements, weir removal, and floodplain and riparian restoration to improve fish passage and floodplain connectivity. *Role: Planning Specialist, Subject Matter Expert (SME). Coordinated a multidisciplinary team of internal project stakeholders across agencies to develop a successful permitting pathway. Drafted all permitting applications for federal, state and county requirements including a Joint Permit Application (JPA), Oregon Department of Environmental Quality (ODEQ) Clean Water Act (CWA) Section 404 and Oregon Department of State Lands (DSL) CWA Section 401 permits, Oregon Department of Fish and Wildlife (ODFW) Fish passage plans, and county land use and development permits. Coordinated with engineering team in the development of drawings and plans for permits.*

* **Lower South Fork McKenzie River Floodplain Enhancement Project Phase I and II, U.S. Forest Service Willamette National Forest and McKenzie Watershed Council; Lane County, Oregon**. This project involved planning, design, funding development, permitting, stakeholder education and outreach, implementation, and monitoring to reconnect over 200 acres of floodplain on U.S. Forest Service land downstream of Cougar Dam on the South Fork McKenzie River. It won the Riparian Challenge Award 2019, Western Division, American Fisheries Society. *Role: Project Co-Lead. Developed funding through multiple federal, state, and private foundation grant programs. Assisted with project permitting applications including National Environmental Policy Act environmental assessment (EA), U.S. Army Corps of Engineers (USACE) Regional General Permits, DSL and ODEQ notifications, and county land use and floodplain development permits.*

Pelton Adult Trap Licensing and Permitting Support; Portland General Electric Company (PGE); Jefferson County, Oregon. PGE is modernizing their facility's fish passage capabilities by replacing the Pelton Adult Trap and rearing facilities. The project encompasses obtaining necessary permits and consultations, including a USACE and DSL permit, a supplemental biological opinion from both the National Marine Fisheries Service and U.S. Fish and Wildlife Service, Wild and Scenic River consultation with the Bureau of Reclamation and the Oregon Parks and Recreation Department, and a license amendment/consultation with the Federal Energy Regulatory Commission. A thorough cultural evaluation was also required to preserve and respect the site's heritage. *Role: Planning Specialist, SME. Drafted permit applications for federal and state requirements including a JPA, ODEQ CWA Section 404 and DSL CWA Section 401.*

Water Treatment Plant Permitting Assistance; Westech Engineering, Inc.; Philomath, Benton County, Oregon. SWCA provided a wetland delineation, threatened and endangered species evaluation, and cultural resources inventory including National Historic Preservation Act Section 106 compliance for a water treatment plant. *Planning Specialist, SME. Drafted permitting applications for federal, state, and county requirements including a JPA, DEQ CWA Section 404, DSL CWA Section 401, and ODFW fish passage plans. Coordinated with agency staff to facilitate an expedited review.*

North Santiam Canyon Sewer Project; Keller Associates, Inc.; Linn and Marion County, Oregon. SWCA conducted resource-specific fieldwork and is preparing a U.S. Department of Housing and Urban Development Environmental Record Review EA for a force main and gravity collector system in Gates, Oregon, and an environmental review for a new waste treatment facility in Mill City, Oregon. *Role: Assistant Project Manager. Supported the project team by drafting the technical memorandum for the Mill City treatment facility and the EA. Completed review of 16 specific environmental review topics for the project area, ensuring compliance with all applicable regulations and executive orders.*

APPENDIX B:

Proposer Certification Form

11. Proposer Certifications

Include a signed copy of this section with the proposal. The undersigned certifies on behalf of the proposer that:

- The proposal is valid for 90 days after the proposal deadline and was prepared independently without collusion.
- No price information is included in the qualifications proposal.
- The proposer is not subject to an undisclosed actual conflict that would prevent performance and has disclosed all known potential conflicts.
- The proposer does not owe a liquidated and delinquent debt to the State of Oregon, or has attached a complete explanation.
- The proposer has not discriminated and will not discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, veteran-owned business, or emerging small business in awarding subcontracts.
- The proposer can provide the required insurance, business license, and certifications before contract execution.
- The signer is authorized to submit the proposal and bind the proposer to these certifications.

Proposer legal name	SWCA, Incorporated (dba SWCA Environmental Consultants)
Authorized representative	Amanda Childs
Title	Pacific Northwest Vice President
Signature	
Date	September 23, 2026
Email / phone	achilds@swca.com / (503) 558-4200

SWCA
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October 6, 2027

Wendy Giordano, Grant/Project Manager
City of Brookings
Submitted via email: wgiordano@brookings.or.us

Re: Ferry Creek Dam Permitting Negotiation Response (Revised October 6, 2026)

Dear Wendy Giordano:

Thank you for the opportunity to support the City of Brookings on the Ferry Creek Dam Removal Permitting Services Project. In response to the City's initial negotiation request and its clarification request of October 5, 2026, SWCA has revised and clarified our proposed scope of work as summarized below.

1. Confirm deliverables.
The requested deliverables are addressed in the Scope of Work below and include:

- ESA compliance, including preparation of the Biological Assessment and required surveys
- ODFW and DSL approvals
- Wetland delineation
- Section 401 and Section 402 permitting/compliance
- SHPO coordination
- Curry County review
- Final permit package

2. Confirm inclusion of the required HAER report and built environment survey and identify the qualified historian responsible for this work.
The HAER report and built environment survey are included in the Scope of Work below. A resume for SWCA's qualified historian responsible for this work, Caitlyn Fischman, is also provided with this response.

3. Clarify SWCA's NEPA role and approach to supporting the federal lead agency without assuming USACE will serve as the lead agency.
Based on the City's response to SWCA's clarification request, we have assumed that USACE will serve as the federal lead agency for purposes of developing this scope and budget. Regardless of which federal agency ultimately serves as the NEPA lead, SWCA will prepare the applicable technical documentation and deliverables identified in the Scope of Work and provide them to the lead agency for use in completing its NEPA review. SWCA's role is to support the federal lead agency's NEPA process rather than assume the responsibilities of the federal lead agency. Lead agency will not impact our costs or level of effort.

4. Clearly separate tasks that are not required base-scope deliverables, including an individual Section 404 permit, archaeological survey, tribal coordination, functional assessments, and floodplain permitting.
The revised Scope of Work clearly distinguishes between base-scope services and conditional tasks. Conditional tasks will only be performed if determined to be necessary and authorized by the City.

5. Provide a milestone schedule addressing seasonal fieldwork, agency-controlled risks, and final permit approvals no later than September 14, 2027.
A milestone schedule is included in the Scope of Work below to support the September 14, 2027, deadline.

6. Provide costs by task, including staff classification, hourly rates, estimated hours, reimbursable expenses, and subcontractor costs. Total not-to-exceed compensation may not exceed the available project funding of $231,578.
The revised cost proposal provides the requested cost detail by task, including staff classifications, hourly rates, estimated hours, reimbursable expenses. No subcontractors will be used for this project. The total proposed costs are $230,828.29.

All work in our proposed scope, including conditional tasks, relates to the permits, approvals, supporting documentation, and project management identified in Agreement WRD 26 020, as amended by Amendment No. 1, Attachment 1, Revised Exhibit A.

We appreciate the opportunity to partner with the City on this important project. We are confident in the approach outlined below and look forward to finalizing negotiations, mobilizing our team, and moving the Ferry Creek Dam Removal Project forward.

Sincerely,

Amanda Childs

Amanda Childs
Vice President

SCOPE OF WORK

This scope of work is for the permitting process for the Ferry Creek Dam Removal near the town of Brookings, OR. In a previous phase, River Design Group, now part of SWCA Environmental Consultants (SWCA), was retained by Oregon Water Resources Department (OWRD) to develop a plan for dam removal. We provided 90% engineering plans and a comprehensive assessment of existing conditions as well as analytical methods, predicted outcomes, and a structured plan for construction. In this scope of work, we will assemble existing information, collect relevant studies, communicate with regulatory entities, and prepare formal permit applications for the federal, state, and local permissions needed to remove Ferry Creek Dam.

PHASE 1: PROJECT MANAGEMENT

SWCA will provide project management to support the permitting process, including communication with regulatory agencies, field planning for data collection for relevant studies, delegation of permit drafting to in-house subject matter experts, coordination of drafts with in-house technical editors, timeline development and maintenance to ensure punctual permit submission, and clear communication with the City regarding updates and trajectories. This task also includes SWCA administrative tasks relevant to the project.

PHASE 2: FEDERAL PERMITTING

Within the first 30 days, we will coordinate a pre-application meeting with the Portland District USACE and provide the City a concise CWA Section 404 pathway memorandum. If an individual permit or another authorization is required, we will elevate that decision promptly and proceed only with the City's written authorization.

Following habitat surveys under task 1.3, we will begin to coordinate discussions with USFWS to align the strategy for the BA.

TASK 2.1 WETLAND DELINEATION AND REPORT

Both USACE and DSL may require a formal wetlands and waters delineation. This would require a survey of potential wetlands and waters in the project area, including Ferry Creek itself. Previous hydraulic modeling has provided ordinary high water line (OHWL) elevations for the stream, but wetlands have not been formally delineated. After field delineations, a report that meets DSL and USACE standards will be prepared and submitted to DSL for approval.

TASK 2.2 SECTION 404 INDIVIDUAL PERMIT – CONDITIONAL TASK

Given that Ferry Creek Reservoir is likely a jurisdictional water of the United States (WOTUS) due to its perennial connection to the Chetco River and the Pacific Ocean, a Clean Water Action (CWA) Section 404 permit may be required from USACE. The removal of the dam and associated activities will likely need to be covered by an Individual Section 404 permit for the project that requires several baseline studies, impact analyses, and related permitting and approvals from other entities. Through the USACE public review process, USACE complies with the National Environmental Policy Act (NEPA) as they conduct an environmental assessment. SWCA understands that FEMA may take the lead for NEPA with USACE in a supporting role. The lead agency will be confirmed once the federal review process begins. Regardless of lead agency, SWCA will provide the necessary information to support either federal agency in their NEPA process by providing all deliverables included in this scope.

Costs for an individual permit are included under Task 3.1, JPA preparation.

Other approvals for the USACE CWA Section 404 permit include review of cultural resources, Endangered Species Act (ESA) consultation, and CWA Section 401 Water Quality Certification.

This work is not included in the base scope and will be initiated only upon City authorization.

Deliverables for Task 2.1 and Task 2.2

- CWA Section 404 pathway memorandum

TASK 2.3 HABITAT SURVEY

A habitat assessment for northern spotted owl and marbled murrelet will be conducted within 30 days of contract award to determine whether full protocol surveys are warranted. Because this assessment is a conditional milestone for project completion, it will be prioritized early in the project schedule. The results will be incorporated into the permitting strategy as outlined in our proposal and communicated to the client to support subsequent survey and permitting decisions. As part of this initial habitat survey, discussions will be held with USFWS to align the strategy for the BA.

TASK 2.4 NORTHERN SPOTTED OWL AND MARBLED MURRELET PROTOCOL SURVEYS

If suitable habitat is present, protocol surveys for northern spotted owl and marbled murrelet will start in the first available window to confirm absence, avoid consultation, or avoid seasonal construction restrictions. Please note that while the city did not call this out as a non base item scope, this task could be considered a conditional task as it will only be needed if habitat is present.

SWCA will coordinate with USFWS and National Marine Fisheries Service (NMFS) biologists to confirm field assessment results and documentation requirements.

TASK 2.5 BIOLOGICAL ASSESSMENT

A programmatic biological opinion is not available because one does not exist for dam removal activities that cover USFWS and NMFS species. Given the existing human-made and natural barriers downstream of the dam site, direct effects to ESA-listed fish are not likely; however, indirect effects such as turbidity may be possible during and after construction. SWCA will prepare a BA for informal or formal consultation with USFWS and NMFS, as required. Due to the schedule, SWCA recommends that an assumption of "may affect, likely to adversely affect" and formal consultation with USFWS be implemented so that a BA is prepared and submitted for USFWS review, with the expectation that approval would be completed in time for a full permit package by September 14, 2027. While the BA is in review, surveys may be completed to confirm presence or absence of the species. To efficiently survey spotted owls, we would recommend the use of autonomous recording units that would be deployed for at least 6 weeks and would only need to be maintained every 3 to 4 weeks. This method has been approved by USFWS on many recent projects.

Deliverables and assumptions include an initial site visit for habitat analysis; marbled murrelet and northern spotted owl surveys if habitat is present and occupancy is likely; and preparation of one BA document for both USFWS and NMFS.

Deliverables for Tasks 2.3, 2.4, and 2.5

- Initial site visit for habitat analysis and habitat memo
- Protocol surveys for northern spotted owl and marbled murrelet (if needed)
- Coordination with USFWS
- BA preparation and formal consultation for both USFWS and NMFS

SWCA will support compliance with Section 106 of the National Historic Preservation Act (NHPA), beginning with a desktop review of potentially significant cultural and historic resources within the project area. SWCA will review available archaeological information and proposed areas of ground disturbance and coordinate with the applicable federal lead agency and the State Historic Preservation Office (SHPO) to determine whether archaeological field

survey is warranted. If archaeological fieldwork is determined to be necessary, the work will be completed under the archaeological fieldwork contingency task following City authorization.

SWCA will conduct a built-environment survey to document and evaluate the historic-era dam and assess project effects to historic built-environment resources. Caitlyn Fischman, a qualified architectural historian, will lead the built-environment effort and prepare the required Historic American Engineering Record (HAER) documentation. SWCA will coordinate with SHPO and the applicable federal lead and reviewing agencies regarding the appropriate level of documentation and cultural resources compliance requirements.

Task 2.6 Deliverables:

- Cultural resources desktop review and archaeological survey needs assessment.
- Built-environment survey and evaluation of the historic-era dam.
- Historic American Engineering Record (HAER) documentation.
- Section 106 documentation supporting SHPO and applicable agency review.
- SHPO and agency coordination, including responses to comments.
- Final cultural resources documentation incorporating applicable agency comments.

TASK 2.7 ARCHAEOLOGICAL SURVEY – CONDITIONAL TASK

If archaeological field survey is determined to be necessary through agency coordination, SWCA will conduct the authorized archaeological fieldwork and prepare associated documentation necessary to support cultural resources review. **This work is not included in the base scope and will be initiated only upon City authorization.**

Task 2.7 Deliverables (if authorized):

- Archaeological field survey and field documentation.
- Cultural resource documentation, as applicable based on survey findings.
- Archaeological survey report documenting methods, results, and recommendations.
- Revisions addressing applicable agency comments within the authorized contingency scope.

TASK 2.8 TRIBAL COORDINATION SUPPORT – CONDITIONAL TASK

If Tribal coordination support is determined to be necessary, SWCA will provide coordination support as authorized by the City and applicable federal lead agency. **This work is not included in the base scope and will be initiated only upon City authorization.**

Task 2.8 Deliverables (if authorized):

- Tribal coordination correspondence and supporting materials.
- Meeting support and documentation, as applicable.
- Summary of Tribal coordination support and relevant outcomes.

TASK 2.9 CLEAN WATER ACT SECTION 401 CERTIFICATION

A CWA Section 401 certification is required to support federal authorization of the project under Section 404 of the Clean Water Act and provides DEQ's determination that the project will comply with applicable state water quality standards. SWCA will compile and review available project information, including engineering design documents, environmental studies, sediment characterization data, and other supporting technical materials necessary for DEQ review. SWCA will prepare and submit the Section 401 application through DEQ's online permitting system, respond to requests for additional information, and coordinate directly with DEQ staff throughout the review process. The City will serve as the permit holder.

SWCA will also support discussions related to anticipated short-term water quality effects, sediment management, erosion and turbidity control measures, in-water work activities, and post-construction site stabilization. As part of the certification process, SWCA will coordinate with DEQ, the U.S. Army Corps of Engineers, and other regulatory agencies to ensure consistency between the Section 401 certification and associated federal permitting efforts.

TASK 2.10 CLEAN WATER ACT SECTION 402

A CWA Section 402 Construction Wastewater Discharge 1200-C Permit is required from ODEQ for construction activities with ground disturbance greater than 1 acre. SWCA will prepare a site-specific Erosion and Sediment Control Plan (ESCP) in accordance with current DEQ guidelines and local jurisdictional requirements. The narrative plan and associated site drawings will detail the implementation of Best Management Practices (BMPs) designed to prevent sediment transport and manage runoff during construction. Construction plans already include many of the drawings and narrative elements needed for the application. If design changes are required, additional authorization would be needed. The city will serve as the permit holder.

Task 2.9 and 2.10 Deliverables

- DEQ 401 Water Quality Certification submittal
- Site-specific Erosion and Sediment Control Plan (ESCP) narrative.
- ESCP drawings depicting erosion and sediment control measures, construction staging, and BMP locations.
- Best Management Practices (BMP) plan and specifications for erosion prevention, sediment containment, and runoff management.
- DEQ permit application package with supporting documentation.
- Responses to DEQ and local agency review comments, as needed during permit review.
- Agency coordination and permitting support through permit issuance.

PHASE 3: STATE PERMITTING

TASK 3.1 JOINT PERMIT APPLICATION (JPA) FOR OREGON REMOVAL-FILL LAW

Both DSL and USACE will require a formal wetlands and waters delineation, including survey of potential wetlands and Ferry Creek itself. Hydraulic modeling has provided ordinary high water line elevations for the stream, but wetlands have not been formally delineated. Following field delineations, SWCA will prepare a report that meets DSL and USACE standards and submit it to DSL for approval. Any impacted wetlands and streams will require functional assessments through ORWAP and SFAM, respectively. Deliverables and assumptions include aquatic resource delineation, functional assessments, and a delineation report for DSL and USACE review.

SWCA will compile a Joint Permit Application (JPA) using the existing design information and data collected under field tasks. After City review of the draft JPA, SWCA will revise and submit the JPA to DSL and USACE on the City's behalf.

Task 3.1 Deliverables

- Delineation report for DSL and USACE review
- Joint Permit Application submitted to DSL and USACE for review

TASK 3.2 FUNCTIONAL ASSESSMENT – CONDITIONAL TASK

As part of the delineation and the JPA for DSL, any impacted wetlands and streams will require functional assessments through the Oregon Rapid Wetland Assessment Protocol (ORWAP) and Stream Functional Assessment Method (SFAM), respectively. **SWCA understands this is not part of the base scope and will not conduct this work without authorization from the City.**

Task 3.2 Deliverables (if authorized)

- Functional Assessment

TASK 3.3 OREGON DEPARTMENT OF FISH AND WILDLIFE FISH PASSAGE PLAN

The Oregon Department of Fish and Wildlife (ODFW) requires a fish passage assessment for the dam removal. SWCA will prepare the fish passage application using available information from the design plans, including pre-project and post-project fish hydraulics and stream dimensions. SWCA assumes that this task can rely on existing narrative and design drawings and will not require additional analysis, agency site visits, or separate fieldwork.

Task 3.3 Deliverables:

- Fish passage permit application

TASK 3.4 CURRY COUNTY LAND USE APPROVAL – CONDITIONAL TASK

SWCA will complete the required applications for Curry County land use approval, including a floodplain development permit if required. This work will be coordinated with the federal and state permitting record so local submittals reflect current project information and agency direction.

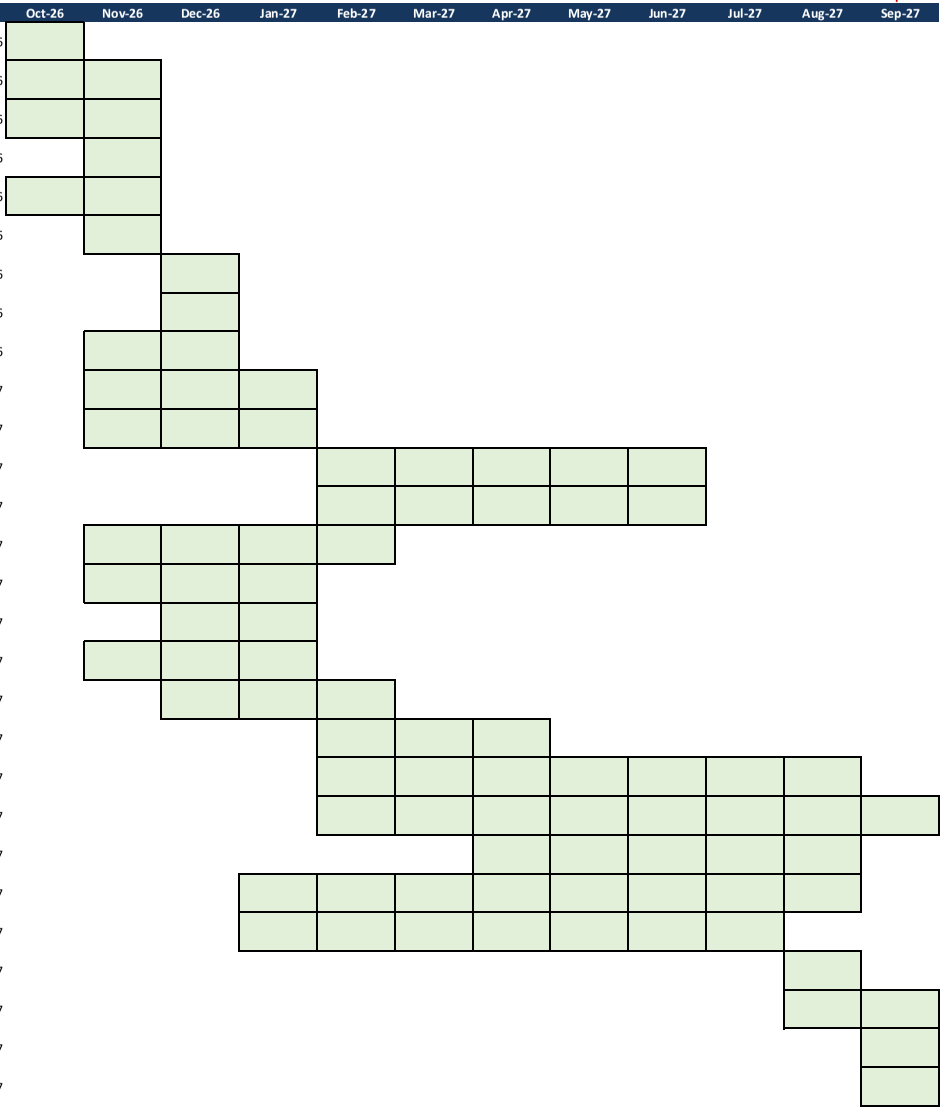
Task 3.4 Deliverables:

- Floodplain development permit

Ferry Creek Dam Removal Permitting | Milestone Schedule

Grant deadline Sep 14

ID	Workstream	Activity	Start	Finish
1	Project Management	Notice to Proceed	Oct 27, 2026	Oct 27, 2026
2	Project Management	Project kickoff and integrated permitting coordination	Oct 30, 2026	Nov 3, 2026
3	Federal - CWA 404	Initiate USACE Section 404 coordination	Oct 30, 2026	Nov 10, 2026
4	Biological / ESA	Initial habitat assessment and site investigation	Nov 6, 2026	Nov 24, 2026
5	Cultural Resources	Obtain City authorization and initiate cultural coordination	Oct 30, 2026	Nov 24, 2026
6	Federal - CWA 404	USACE pre-application meeting	Nov 24, 2026	Nov 24, 2026
7	Federal - CWA 404	Section 404 pathway memorandum / determination	Dec 2, 2026	Dec 2, 2026
8	Client Decision	Authorize individual permit or other 404 pathway, if required	Dec 4, 2026	Dec 8, 2026
9	Cultural Resources	Cultural permitting and field investigation	Nov 30, 2026	Dec 29, 2026
10	Cultural Resources	Built environment survey and Section 106 documentation	Nov 30, 2026	Jan 26, 2027
11	Aquatic Resources	Aquatic resource delineation fieldwork	Nov 12, 2026	Jan 31, 2027
12	Aquatic Resources	Delineation report for DSL and USACE	Feb 1, 2027	Jun 30, 2027
13	Aquatic Resources	ORWAP / SFAM functional assessments	Feb 1, 2027	Jun 30, 2027
14	Biological / ESA	Biological Assessment prepared and submitted	Nov 30, 2026	Feb 15, 2027
15	Federal - CWA 404	CWA Section 404 application / JPA submitted	Nov 23, 2026	Jan 29, 2027
16	State - CWA 401	Section 401 Water Quality Certification application submitted	Dec 1, 2026	Jan 29, 2027
17	State - ODFW	ODFW Fish Passage Plan submitted	Nov 16, 2026	Jan 29, 2027
18	State - ODEQ 1200-C	Prepare 1200-C supporting narrative and ESCP drawings	Dec 1, 2026	Feb 26, 2027
19	Local - Curry County	Curry County land use and floodplain filing	Feb 1, 2027	Apr 30, 2027
20	Biological / ESA	ESA consultation, if required	Feb 1, 2027	Aug 31, 2027
21	Agency Review	Federal and state agency review / comment resolution	Feb 1, 2027	Sep 3, 2027
22	Biological / ESA	Marbled murrelet and spotted owl protocol surveys, if required	Apr 1, 2027	Aug 31, 2027
23	Cultural Resources	Section 106 / SHPO review and resolution	Jan 18, 2027	Aug 31, 2027
24	Cultural Resources	HAER documentation / built environment review	Jan 18, 2027	Jul 30, 2027
25	Local - Curry County	Curry County approval	Aug 31, 2027	Aug 31, 2027
26	Closeout	Resolve final agency comments and permit conditions	Aug 2, 2027	Sep 3, 2027
27	Closeout	Final permit package and approvals delivered	Sep 10, 2027	Sep 10, 2027
28	Grant	Grant deadline	Sep 14, 2027	Sep 14, 2027



COST ESTIMATE AND ASSUMPTIONS

Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposed the following cost estimate.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and will not be held to phase and task limits so long as the overall budget is not exceeded. SWCA will submit a budget summary with each invoice to provide visibility and track monthly spending.

Rates are subject to a 3% increase no more than once every 12 months should the project extend beyond September 2027. This cost estimate is valid for ninety (90) days from the date of the proposal.

Tasks listed as "Conditional Tasks" would not be started without direct authorization from the City. Table 1 provides a summary of project costs. Table 2 provides a breakdown of labor costs by staff classification, rate, and hours.

Table 1. Project Cost Estimate

Phase/Task Name	Labor Subtotal	Expense Subtotal	Combined Total
Phase 1. Project Management	$15,760.40	$0.00	$15,760.40
Task 2.1 Wetland Delineation and Report	$28,906.64	$3,342.00	$32,248.64
Task 2.2 404 Coordination and Pathway Memo (not permit)	$5,269.32	$0.00	$5,269.32
Task 2.3. Northern Spotted Owl and Marbled Murrelet Habitat Surveys	$9,502.16	$1,783.00	$11,285.16
Task 2.4 Northern Spotted Owl and Marbled Murrelet Protocol Surveys	$25,369.98	$9,400.00	$34,769.98
Task 2.5 Biological Assessment	$27,788.16	$0.00	$27,788.16
Task 2.6 Cultural Resources Desktop Review, SHPO and Agency Coordination, Built Environment Survey and Reporting	$21,688.59	$1,225.00	$22,913.59
Task 2.7 Archaeological Survey - CONDITIONAL TASK	$21,895.64	$2,670.00	$24,565.64
Task 2.8 Tribal Coordination Support - CONDITIONAL TASK	$1,515.36	$0.00	$1,515.36
Task 2.9 Clean Water Act Section 401	$2,094.28	$0.00	$2,094.28
Task 2.10 Clean Water Act Section 402	$9,708.80	$0.00	$9,708.80
Task 3.1 Joint Permit Application	$14,932.20	$0.00	$14,932.20
Task 3.2 Functional Assessment - CONDITIONAL TASK	$9,551.36	$2,296.00	$11,847.36
Task 3.3 Fish Passage Plan	$7,811.32	$0.00	$7,811.32
Task 3.4 Curry County Land Use Approval - CONDITIONAL TASK	$8,318.08	$0.00	$8,318.08
TOTAL	**$210,112.29**	**$20,716.00**	**$230,828.29**

Table 2. Labor Breakdown

Phase/Task Name	Staff Classification	Hours	Hourly Rate	Labor Amount
Phase 1. Project Management	Principal Investigator	8.00	$204.18	$1,633.44
	Project Manager/Lead Biologist	48.00	$204.18	$9,800.64
	Subject Matter Expert	4.00	$204.18	$816.72
	Lead Fisheries Biologist	8.00	$191.06	$1,528.48
	Administration	6.00	$123.82	$742.92
	Biologist	10.00	$123.82	$1,238.20
	Subtotal	**84.00**		**$15,760.40**
Task 2.1 Wetland Delineation and Report	Project Manager/Lead Biologist	4.00	$204.18	$816.72
	Wetland Lead	30.00	$174.66	$5,239.80
	GIS	14.00	$142.68	$1,997.52
	Editor	8.00	$133.66	$1,069.28
	Biologist	159.00	$123.82	$19,687.38
	Safety/Logistics	1.00	$95.94	$95.94
	Subtotal	**216.00**		**$28,906.64**
Task 2.2 404 Coordination and Pathway Memo ***note, full permit costs are not included in this estimate. Costs to complete an individual permit would be covered under Task 3.1***	Project Manager/Lead Biologist	8.00	$204.18	$1,633.44
	Wetland Lead	8.00	$174.66	$1,397.28
	Permitting Specialist	14.00	$159.90	$2,238.60
	Subtotal	**30.00**		**$5,269.32**
Task 2.3. Northern Spotted Owl and Marbled Murrelet Habitat Surveys	Project Manager/Lead Biologist	6.00	$204.18	$1,225.08
	GIS	6.00	$142.68	$856.08
	Editor	2.00	$133.66	$267.32
	Biologist	57.00	$123.82	$7,057.74
	Safety/Logistics	1.00	$95.94	$95.94
	Subtotal	**72.00**		**$9,502.16**
	Project Manager/Lead Biologist	22.00	$204.18	$4,491.96

Phase/Task Name	Staff Classification	Hours	Hourly Rate	Labor Amount
Task 2.4 Northern Spotted Owl and Marbled Murrelet Protocol Surveys	GIS	10.00	$142.68	$1,426.80
	Editor	4.00	$133.66	$534.64
	Biologist	152.00	$123.82	$18,820.64
	Safety/Logistics	1.00	$95.94	$95.94
	Subtotal	**189.00**		**$25,369.98**
Task 2.5 Biological Assessment	Project Manager/Lead Biologist	28.00	$204.18	$5,717.04
	Permitting Specialist	50.00	$174.66	$8,733.00
	GIS	14.00	$142.68	$1,997.52
	Editor	20.00	$133.66	$2,673.20
	Biologist	70.00	$123.82	$8,667.40
	Subtotal	**182.00**		**$27,788.16**
Task 2.6 Cultural Resources Desktop Review, SHPO and Agency Coordination, Built Environment Survey and Reporting	Principal Investigator	16.00	$204.18	$3,266.88
	Lead Archaeologist	18.00	$174.66	$3,143.88
	GIS	14.00	$142.68	$1,997.52
	Editor	7.00	$133.66	$935.62
	Field Lead - Archaeologist	92.00	$133.66	$12,296.72
	Safety/Logistics	0.50	$95.94	$47.97
	Subtotal	**147.50**		**$21,688.59**
Task 2.7 Archaeological Survey - CONDITIONAL TASK	Principal Investigator	11.00	$204.18	$2,245.98
	Lead Archaeologist	16.00	$174.66	$2,794.56
	GIS	6.00	$142.68	$856.08
	Editor	7.00	$133.66	$935.62
	Field Lead - Archaeologist	74.00	$133.66	$9,890.84
	Archaeologist	41.00	$123.82	$5,076.62
	Safety/Logistics	1.00	$95.94	$95.94
	Subtotal	**156.00**		**$21,895.64**

Phase/Task Name	Staff Classification	Hours	Hourly Rate	Labor Amount
Task 2.8 Tribal Coordination Support - CONDITIONAL TASK	Principal Investigator	4.00	$204.18	$816.72
	Lead Archaeologist	4.00	$174.66	$698.64
	Subtotal	**8.00**		**$1,515.36**
Task 2.9 Clean Water Act Section 401	Permitting Specialist	10.00	$159.90	$1599.00
	Biologist	4.00	$123.82	$495.28
	Subtotal			$2,094.28
Task 2.10 Clean Water Act Section 402	Engineer	4.00	$204.18	$816.72
	Project Manager/Lead Biologist	8.00	$204.18	$1,633.44
	Project Manager/Lead Biologist	4.00	$204.18	$816.72
	Permitting Specialist	20.00	$159.90	$3,198.00
	GIS	4.00	$142.68	$570.72
	CAD Specialist	16.00	$133.66	$2,138.56
	Editor	4.00	$133.66	$534.64
	Subtotal	**60.00**		**$9,708.80**
Task 3.1 Joint Permit Application	Project Manager/Lead Biologist	6.00	$204.18	$1,225.08
	Wetland Lead	4.00	$174.66	$698.64
	Permitting Specialist	44.00	$159.90	$7,035.60
	GIS	15.00	$142.68	$2,140.20
	Editor	12.00	$133.66	$1,603.92
	Biologist	18.00	$123.82	$2,228.76
	Phase Subtotal	**99.00**		**$14,932.20**
Task 3.2 Functional Assessment - CONDITIONAL TASK	Wetland Lead	20.00	$174.66	$3,493.20
	GIS	4.00	$142.68	$570.72
	Editor	4.00	$133.66	$534.64
	Biologist	40.00	$123.82	$4,952.80
	Subtotal	**68.00**		**$9,551.36**

Phase/Task Name	Staff Classification	Hours	Hourly Rate	Labor Amount
Task 3.3 Fish Passage Plan	Project Manager/Lead Biologist	14.00	$204.18	$2,858.52
	Biologist	40.00	$123.82	$4,952.80
	Subtotal	**54.00**		**$7,811.32**
Task 3.4 Curry County Land Use Approval	Project Manager/Lead Biologist	4.00	$204.18	$816.72
	Permitting Specialist	40.00	$159.90	$6,396.00
	GIS	4.00	$142.68	$570.72
	Editor	4.00	$133.66	$534.64
	Subtotal	**52.00**		**$8,318.08**
TOTAL LABOR		**1431.50**		**$210,112.29**

ASSUMPTIONS

- MAMU and/or NSO surveys could require eight to 12 visits over several months if habitat is present and occupancy is likely. There is potential for these to be combined, but they need to be started in April to meet protocol requirements.
- If an individual permit is required for CWA compliance and authorized by the city, no additional site visits would be required beyond the field efforts listed above.
- The City will serve as the permit holder and is responsible for all permit application, review, and issuance fees
- Fish passage application uses existing narrative and design drawings to prepare application and does not require additional analysis or site visits with agencies.
- SWCA assumes the base cultural resources scope includes a desktop review of available cultural resources information; coordination with the State Historic Preservation Office (SHPO) and applicable federal lead and reviewing agencies; a built-environment survey; and preparation of the required Historic American Engineering Record (HAER) documentation.
- Caitlyn Fischman, a qualified architectural historian, will lead the built-environment survey and HAER documentation.
- The level of cultural resources review and documentation will be determined through coordination with SHPO and the applicable federal lead and reviewing agencies.
- The base scope includes review of available archaeological information and proposed areas of ground disturbance to support determination of whether archaeological field survey is warranted.
- Formal government-to-government Tribal consultation, if required, will remain the responsibility of the appropriate agency; SWCA's contingency scope is limited to consultation and coordination support.
- Cultural resources investigations or documentation beyond the base scope and authorized contingency tasks are not included and would require additional City authorization.
- 1200-C Permit uses existing narrative and design drawings to prepare application, does not require additional analysis or site visits with agencies.
- This scope assumes a 4-acre project area, based on the final drawings provided by the Oregon Water Resources Department (OWRD) dated June 30, 2023.
- Prior to the fieldwork, the City will ensure that SWCA has the most recent project plan maps showing the location and extent of the project, as well as any additional descriptive information about the project area such as geotechnical reports and the most current development plan.
- Up to 8 hours of conference calls with agencies and Tribes will be attended by two SWCA staff. No attendance at in-person meetings is included.
- SWCA will have access to the entire project area where proposed project activities are taking place.
- No printed reports will be required.
- One round of report revisions will occur per reviewing party.
- No archaeological materials or features constituting an archaeological resource will be recorded.
- No artifacts will be collected or curated. If necessary SWCA will collect and prepare artifacts for curation under a new scope of work (SOW) and for an additional fee.
- If any intact archaeological deposits requiring evaluation or human remains are encountered, then an additional SOW and budget will be required.
- All buildings and structures built prior to 1980 will be recorded and evaluated.

- Up to four species will be included in the BA.
- A no-rise analysis or LOMR / CLOMR is not included in this scope of work.

ESTIMATED PERMIT FEES TO BE PAID BY CITY OF BROOKINGS

At the City's request, SWCA has prepared the following information regarding agency fees for review and approval of the required natural resources and planning permits. The costs below were obtained from each agency's fee schedules and are subject to change prior to submittal. Where available, the assumed date of the next fee rate change is noted. An agency may waive or increase fees after further coordination and consideration of their level of effort.

OREGON DEPARTMENT OF STATE LANDS:

DSL DELINEATION

Review Fee - $1,391 (assumes over 0.2 acre of wetland and no site visit for DSL; Tier 2 review)

DSL JPA

Application Review Fee Base - $761 + $341 (assumes no profit will be made; Tier 1 review)

DSL fees starting January 1, 2027, and presumably valid for a year. DSL permit modifications that would result in a change in application type or tier will have additional fees. If construction lasts for more than one year, extension fees will be required. Both modification and renewal fees will be $495 for 2028, $546 for 2029, $599 for 2029.

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

DEQ 401 WQC

Tier 1: $1,284; Tier 2A: $5,614

Tiers are to be determined depending on complexity of review and public input. This project is unlikely to need Tier 2B, 3, or 4, which are higher costs. Fees presumably valid through July 1, 2027.

DEQ 1200-C/1200-CA

$1,560 application fee

$1,604 first annual fee; if multiple years of construction, assume inflation-adjusted increase each year.

Fees are effective November 1, 2026, and presumably valid for a year.

USACE (IF REQUIRED)

$10 for a non-commercial project

$100 for a commercial project

CURRY COUNTY

COUNTY FLOODPLAIN PERMIT

Exact costs will be known once coordination with Curry County planning begins. A typical cost would likely include the following:

Pre-application conference - $350

Planning clearance - $500

Floodplain review (elevation certificate only) - $1,000

In worst case situation, if a planning commission CUP is required, that cost would be $4,500, likely on top of the other reviews. In addition a geological hazard review may be needed for a cost of $1,000.

OTHERS

No fees are anticipated to be necessary for ODFW fish passage plan review, SHPO or Tribal coordination, or BA reviews.

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES

(1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).

(2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).

(3) Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).

(4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).

(5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or its surety from Consultant's or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).

(7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(8) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).

(9) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(11) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.

(12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.

(13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.

(14) As used in this section, "nonresident contractor" means a consultant that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the nonresident contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

EXHIBIT C

GRANT AGREEMENT

INTERGOVERNMENTAL AGREEMENT

Agency Agreement No. WRD 26 020

This Agreement is between the State of Oregon acting by and through its **Oregon Water Resources Department** ("Agency") and **City of Brookings** ("Local Government"), each a "Party" and, together, the "Parties."

SECTION 1: DEFINITIONS

"Acceptance" or **"Accepted"** means written confirmation by Agency that Local Government has completed a Deliverable according to the acceptance criteria and accepted for purposes of interim payment.

"Acceptance Criteria" means the criteria for accepting Deliverables required by this Agreement, including but not limited to all specifications and requirements in the Statement of Work, and the Performance Warranties set forth in Section 8.1.

"Agency Data" means information created or provided by Agency and information regarding Agency and its clients that is created and collected by Local Government during the course of providing the Services.

"Agency Intellectual Property" means any intellectual property that is owned by Agency.

Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.

"Agreement" means all terms and conditions herein and all Exhibits attached hereto

"Authorized Representative" means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Agreement. Local Government's

"Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

"Calendar Days" mean contiguous days.

"Local Government Intellectual Property" means any intellectual property that is owned by Local Government and contained in or necessary for the use of the Deliverables. Local Government Intellectual Property includes Software owned by Local Government, Documentation, and derivative works and compilations of any Local Government Intellectual Property.

"Deliverables" means all items that Local Government is required to provide to Agency under this Agreement, including Work Product.

"Documentation" means all documents, including documents that are Deliverables described in the Statement of Work that are to be delivered by Local Government under this Agreement.

"DOJ" means the State of Oregon acting through its Department of Justice.

"Effective Date" means the date specified in Section 4 or the date on which this Agreement is fully executed and approved according to applicable laws, rules and regulations, whichever is later.

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

"Maximum Not-To-Exceed Compensation" is defined in Section 7.0.

"Milestone" means the completion date for a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

"Services" means all effort to be expended by Local Government under the Agreement

"State" means the State of Oregon.

"Statement of Work" or **"SOW"** means the documents that describe the Services to be provided by Local Government, including the Tasks, Deliverables and Milestones, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties and attached hereto as Exhibit A, including as amended pursuant to section 22. The SOW includes Accepted Deliverables, if specifically agreed upon in Exhibit A.

"Task" means a segment of the Services to be provided by Local Government under this Agreement.

SECTION 2: AUTHORITY

This Agreement is authorized by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers, or administering policies or programs.

SECTION 3: PURPOSE

The purpose of this Agreement is for the City of Brookings to develop options for the Ferry Creek Dam removal and to obtain permit approvals for the completed design work so removal work can proceed.

SECTION 4: EFFECTIVE DATE AND DURATION

the date of the last signature, whichever occurs last ("Effective Date"), and terminates on **September 14, 2027**, unless terminated earlier in accordance with Section 19.

SECTION 5: AUTHORIZED REPRESENTATIVES

5.1 Agency's Authorized Representatives

Tony Janicek, Program Manager
725 Summer ST NE, Suite A
Salem, OR 97301
(971) 718-7921
Tony.m.janicek@water.oregon.gov

5.2 Local Government's Authorized Representative is:

Tim Rundel, City Manager
898 Elk Drive
Brookings, OR 97415
(541) 469-1123
trundel@brookings.or.us

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 6: RESPONSIBILITIES OF EACH PARTY

6.1 Local Government shall perform the work set forth on Exhibit A, Statement of Work, attached hereto and incorporated herein by this reference.

6.2 Agency shall pay Local Government as described in Section 7 and shall meet any responsibilities set forth in Exhibit A, Statement of Work.

SECTION 7: COMPENSATION AND PAYMENT TERMS

Agency shall reimburse Local Government a not-to-exceed amount of **$54,438.15** for completing all work and delivering all Deliverables required of Local Government under this Agreement. payment will be made after completion of all work and delivery of all Deliverables accepted by Agency. Local Government will provide a cost-match in the amount of $29,312.85.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Local Government represents and warrants to Agency that:

8.1.1 Local Government is a City duly organized and validly existing. Local Government has the power and Authority to enter into and perform this Agreement;

8.1.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by all necessary action of Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

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

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

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

8.2 Agency represents and warrants to Local Government that:

8.2.1 Agency has the power and authority to enter into and perform this Agreement;

8.2.2 The making and performance by Agency of this Agreement (a) have been duly authorized by all necessary action of Agency, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is party or by which Agency may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than those that have already been obtained; and

8.2.3 This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency enforceable in accordance with its terms.

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

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement. The parties acknowledge that this is a binding and enforceable agreement and to the extent permitted by law, expressly waivers any defense that either party does not have the right to seek judicial enforcement of this Agreement.

SECTION 10: OWNERSHIP OF WORK PRODUCT

10.1 As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

10.1.1 **"CITY Intellectual Property"** means any intellectual property owned by CITY and developed independently from the work under this Agreement.

10.1.2 **"Third party Intellectual Property"** means any intellectual property owned by parties other than CITY or OWRD.

10.1.3 **"Work Product"** means every invention, discovery, work of authorship, trade secret, or other tangible or intangible item that CITY is required to delivery to OWRD under this Agreement, and all intellectual property rights therein.

10.2 CITY Intellectual Property. CITY retains ownership of all CITY Intellectual Property that CITY delivers to OWRD pursuant to this Agreement. CITY grants OWRD a license to CITY Intellectual Property as a perpetual non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, display, distribute, transmit, and prepare derivative works of CITY Intellectual Property delivered under this Agreement, and to authorize others to do the same.

10.3 Work Product. All Work Product created by CITY under this Agreement, including derivative works and compilations, shall be the exclusive property of CITY. CITY hereby grants OWRD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the Work Product, and to authorize others to do the same on OWRD's behalf.

10.4 Third Party Intellectual Property. CITY shall secure on OWRD's behalf, in the name of OWRD, and subject to OWRD's approval, a license to any Third Party Intellectual Property necessary for OWRD to use the Deliverables and receive the benefit of the Services set forth in this Agreement.

SECTION 11: CONTRIBUTION

11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 13 with respect to the Third Party Claim.

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

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

SECTION 12: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than Persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

SECTION 13: INDEMNIFICATION BY SUBCONTRACTORS

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

SECTION 14: LOCAL GOVERNMENT DEFAULT

14.1 Local Government will be in default under this Agreement upon the occurrence of any of the following events: Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

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

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

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

SECTION 15: AGENCY DEFAULT

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

15.1 Agency fails to perform, observe or discharge any of its covenants, Agreements, or obligations under this Agreement; or,

15.2 Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by Local Government is untrue in any material respect when made.

SECTION 16: REMEDIES

16.1 In the event Local Government is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 19, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits set of ORS 293.462, or (e) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 In the event Agency is in default under Section 15 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 19.3.3, or in the event Agency terminates this Agreement under Sections 19.2.1, 192.2, 19.2.3, or 19.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed according to the requirements, acceptance criteria, representations and warranties of the this agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for Deliverable-based work, a claim for the sum designated for completing the Deliverable multiplied by the percentage of work completed on the Deliverable and accepted by Agency, for authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the Deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement under Sections 19.1 or 19.2. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 16.2, Local Government shall promptly pay any excess to Agency.

SECTION 17: RECOVERY OF OVERPAYMENTS

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

SECTION 18: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12 NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, INCIDENTAL, CONSEQUENTIAL , OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 19: TERMINATION

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

19.2 Agency may terminate this Agreement as follows:

19.2.1 Upon 30 days advance written notice to Local Government;

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

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

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

19.2.5 As otherwise expressly provided in this Agreement.

19.3 Local Government may terminate this Agreement as follows:

19.3.1 Upon 30 days advance written notice to Agency;

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

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

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

19.3.5 As otherwise expressly provided in this Agreement.

19.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be Deliverables under the Agreement. If Local Government is in default of this Agreement, upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things reasonably needed to complete the work that was to have been performed by Local Government under this Agreement, such documents, research, objects, or other tangible things not to include any third party software licenses.

SECTION 20: INSURANCE

20.1 Local Government Insurance. Local Government shall comply with ORS 656.017 and provide Workers' Compensation insurance coverage for its subject workers as defined in ORS 656.027. Additionally, Local Government shall maintain either self-insurance, commercial insurance, or a combination of both providing liability coverage, crime coverage for grant agreements, and other types and amounts of coverage necessary for insuring against (i) any Third Party Claim the Local Government is responsible for under Section 11: Contribution of this Agreement and (ii) other claims, suits, actions, losses, damages, liabilities, costs and expenses, including attorney's fees, arising from Local Government's acts or omissions relating to this Agreement. Local Government shall provide to Agency certificate(s) of insurance verifying coverage, including workers' compensation insurance coverage, before commencing with any Deliverables under this Agreement.

SECTION 21: NONAPPROPRIATION

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

SECTION 22: AMENDMENTS

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

SECTION 23: NOTICE

Except as otherwise expressly provided in this Agreement, including any notices pursuant to sections 12 and 19 to be given relating to this Agreement must be given in writing by facsimile, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 3 Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number. Except as set forth above in this section 23, the parties may agree to provide operational notices such as delivery, acceptance or rejection of Services or Deliverables by email as may be mutually agreed in Exhibit A, Statement of Work.

SECTION 24: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 25: SEVERABILITY

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

SECTION 26: COUNTERPARTS

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

SECTION 27: COMPLIANCE WITH LAW

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

SECTION 28: INDEPENDENT CONTRACTORS

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

SECTION 29: INTENDED BENEFICIARIES

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

SECTION 30: FORCE MAJEURE

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

SECTION 31: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 32: SUBCONTRACTS

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

SECTION 33: TIME IS OF THE ESSENCE

Time is of the essence in each party's performance of its obligations under this Agreement.

SECTION 34: MERGER, WAIVER

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

SECTION 35: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for

a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 36: HEADINGS

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

SECTION 37: ADDITIONAL REQUIREMENTS

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

SECTION 38: AGREEMENT DOCUMENTS

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

SECTION 39: SIGNATURES

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

STATE OF OREGON acting by and through its **Oregon Water Resources Department**

Lisa J Snyder Digitally signed by Lisa J Snyder Date: 2026.03.17 12:39:44 -07'00'

Lisa Snyder – ASD Administrator

03/17/2026
Date

City of Brookings

Tim Rundel, City Manager

3/16/26
Date

EXHIBIT A – STATEMENT OF WORK

Project Description: Ferry Creek Dam is a High hazard embankment dam in Unsatisfactory condition with a population at risk of 84 based on analysis using the Decision Support System for Water Infrastructure Security (DSS-WISE) software and a population at risk of 12 based on analysis using the U.S. Army Corp of Engineers Dam Screening Tool (USACE-DST). The dam is owned by the City of Brookings on the south coast of Oregon. Based on a geotechnical investigation, conducted as part of a feasibility study, the dam will experience severe deformation in a Cascadia subduction earthquake. The dam is rated high hazard, so loss of life is expected from dam failure during this earthquake event. Ferry Creek Dam is no longer connected to the City's water supply system, and the City has determined removal of the dam to be the best option for this dam. This project will develop the deliverables needed to obtain permit approvals for the completed design work so that the City can proceed with the removal work.

Scope of Work

- Final Design Package – Permit Approvals
- Project Management and Administration

Deliverables

1. Secure all necessary permit approvals. The final permit package shall include but not be limited to the applications and supporting documentation to secure the following permit approvals:

    - Federal
        - National Environmental Policy Act
        - Clean Water Act Section 404: NWP 27
        - Endangered Species Act
    - State
        - Oregon Department of Fish and Wildlife
        - Department of State Lands CWA 404
        - Department of Environmental Quality CWA 401
        - Department of Environmental Quality CWA 402
        - State Historic Preservation Office (includes cultural specialist)
    - County
        - Land Use Review and Approval

2. Project Management and Administration

Amendment No. 1 to WRD 26 020

This is Amendment No. 1 ("Amendment") to Agreement WRD 26 020, effective March 17, 2026, as amended from time to time, between the State of Oregon, acting by and through its **Oregon Water Resources Department** ("Agency"), and **City of Brookings** ("Local Government"). This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment #1 is to increase the compensation amount from $54,438.15 to $150,525.70, increase the Local Government cost match from $29,312.85 to $81,052.30, and to update the Deliverables in Exhibit A: Statement of Work.

AMENDMENT

The Parties agree:

1. The Agreement is amended as follows:

   1.1. **Section 7: Compensation and Payment Terms** of the Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

   Agency shall reimburse Local Government a not-to-exceed amount of ~~$54,438.15~~ **$150,525.70** for completing all work and delivering all Deliverables required of Local Government under this Agreement. payment will be made after completion of all work and delivery of all Deliverables accepted by Agency. Local Government will provide a cost-match in the amount of ~~$29,312.85~~ **$81,052.30**.

   1.2. **Exhibit A** of the Agreement is replaced with Revised Exhibit A, in the form attached to this Amendment as Attachment 1, effective on the Amendment Effective Date.

2. Local Government represents and certifies that Local Government has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any Department or agency of this state.

3. Local Government certifies, in accordance with ORS 279A.112, that Local Government has in place a policy and practice off preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, Local Government shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of Local Government's policy and practice.

4. Local Government shall comply with all federal laws applicable to the Local Government and the Goods or Services to be provided under the Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Agreement, Local Government has no financial or other interest in the outcome of the Project.

5. Except as expressly amended above, all other terms and conditions of the Agreement, including as previously amended, are still in full force and effect. Local Government certifies that the representations, warranties, and certifications contained in the Agreement are true and correct

as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

6. Certifications: Any individual signing on behalf of Local Government has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

   6.1. The number set forth in the Agreement is Local Government's correct taxpayer identification number; and

   6.2. Local Government is not subject to backup withholding because:

      6.2.1. Local Government is exempt from backup withholding,

      6.2.2. Local Government has not been notified by the IRS that Local Government is subject to backup withholding as a result of a failure to report all interest or dividends, or

      6.2.3. The IRS has notified Local Government that Local Government is no longer subject to backup withholding.

   6.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Local Government has faithfully complied with and is not in violation of:

      6.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

      6.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Local Government, to Local Government's property, operations, receipts, or income, or to Local Government's performance of or compensation for any work performed by Local Government; and

      6.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Local Government, or to goods, services, or property, whether tangible or intangible, provided by Local Government; and

      6.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

   6.4. In the event that Local Government is a general partnership or joint venture, that Local Government signature(s) of this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner, or joint venturer signing this Amendment.

[Signatures on the next page]

City of Brookings

Signature: _____ Date: 6/25/2026

Printed Name, Title: Tim Rundel, City Manager

State of Oregon, by and through its **Oregon Water Resources Department**

Signature: Lisa J Snyder Digitally signed by Lisa J Snyder Date: 2026.06.29 11:14:42 -07'00' Date: 06/29/2026

Printed Name, Title: Lisa Snyder – ASD Administrator

Project Description: Ferry Creek Dam is a High hazard embankment dam in Unsatisfactory condition with a population at risk of 84 based on analysis using the Decision Support System for Water Infrastructure Security (DSS-WISE) software and a population at risk of 12 based on analysis using the U.S. Army Corp of Engineers Dam Screening Tool (USACE-DST). The dam is owned by the City of Brookings on the south coast of Oregon. Based on a geotechnical investigation, conducted as part of a feasibility study, the dam will experience severe deformation in a Cascadia subduction earthquake. The dam is rated high hazard, so loss of life is expected from dam failure during this earthquake event. Ferry Creek Dam is no longer connected to the City's water supply system, and the City has determined removal of the dam to be the best option for this dam. This project will develop the deliverables needed to obtain permit approvals for the completed design work so that the City can proceed with the removal work.

Scope of Work

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    - Federal
        - National Environmental Policy Act
        - Clean Water Act Section 404: NWP 27
        - Endangered Species Act
        - Biological Assessment (BA) – Marble murrelet and spotted owl surveys

    - State
        - Oregon Department of Fish and Wildlife
        - Department of State Lands CWA 404
        - Department of Environmental Quality CWA 401
        - Department of Environmental Quality CWA 402
        - State Historic Preservation Office (includes cultural specialist)
        - HAER Report with built environment survey
        - Wetland delineation assessment and report

    - County
        - Land Use Review and Approval
2. Project Management and Administration

CITY OF BROOKINGS

URBAN RENEWAL AGENCY WORKSHOP REPORT

Meeting Date: October 26, 2026

Originating Dept: Admin

Signature (submitted by)

Executive Director Approval

Subject: Presentation by the Brookings Public Art Collaborative

Background/Discussion:

The Brookings Public Art Collaborative was formed in 2024 to promote public art in Brookings. The City Council approved a line item recommendation in the URA budget for the FY2026-27. Collaborative Chair Ron Schneirson will be presenting the hard work of the volunteers of the group tonight.

The Importance of Public Art in Downtown Revitalization:

- Creates a Unique Community Identity. Public art helps distinguish Brookings from other coastal communities by celebrating our natural beauty, local history, culture, and character.

- Supports Economic Development. Communities with vibrant arts and cultural environments are more attractive to businesses, entrepreneurs, prospective residents, and visitors.

- Enhances Downtown Revitalization. Public art can transform ordinary streets, sidewalks, parks, and gathering places into inviting spaces that encourage people to spend time downtown.

- Promotes Tourism and Visitor Engagement. Murals, sculptures, and other distinctive installations can become recognizable community landmarks, providing memorable experiences and photo opportunities for visitors.

- Strengthens Civic Pride. Public art gives residents a stronger sense of belonging and ownership in their community while celebrating what makes Brookings special.

- Makes Public Spaces More Attractive. Well-designed public art enhances the appearance of the built environment, turning otherwise ordinary public infrastructure into appealing community amenities.

- Encourages Community Interaction. Public art creates opportunities for residents, businesses, artists, and visitors to connect, exchange ideas, and engage with their surroundings.

- Celebrates Local History and Natural Beauty. Art installations can tell the story of Brookings, including our coastal environment, redwood forests, fishing heritage, Chetco River, and the people who shape our community.

- Creates Opportunities for Public-Private Partnerships. Public art initiatives can encourage collaboration among the City, downtown businesses, property owners, artists, nonprofit organizations, and private sponsors.

- Does Not Have to Be Expensive or Large-Scale. Public art can range from prominent sculptures and murals to smaller installations integrated into landscaping, pedestrian improvements, and public infrastructure. Even modest investments can contribute to a stronger sense of place.

Public art is more than beautification. It is an investment in the identity, vitality, and economic future of our downtown. As the Urban Renewal Agency considers opportunities to revitalize Brookings, public art can be a relatively modest but highly visible way to strengthen community pride, encourage tourism, support local businesses, and create a downtown that is distinctly Brookings.