

LOWER COLUMBIA RIVER ESTUARY PARTNERSHIP TERMS & CONDITIONS OF CONTRACT

<p>CONTRACTOR</p> <p>Project Officer: Andi Gresh Title: Fund Development Manager Organization: City of Portland, Bureau of Environmental Services Address: 1120 SW Fifth Avenue City, State Zip: Portland, OR 97204 Phone: (503)823-7623 Fax: (503)823-7110 Email: andig@bes.ci.portland.or.us</p>	<p style="text-align: center;">Lower Columbia River Estuary Partnership</p> <p>Project Officer: Debrah Marriott Title: Executive Director Lower Columbia River Estuary Partnership 811 SW Naito Parkway, Suite 120 Portland, OR 97204 Phone: 503-226-1565 Fax: 503-226-1580 E-Mail: marriott@lcrep.org</p>
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This Contract is between the Lower Columbia River Estuary Partnership, hereafter called the **Estuary Partnership**, and **City of Portland, Bureau of Environmental Services**, hereafter called Contractor.

TERMS & CONDITIONS OF CONTRACT

1. **Effective Date and Duration.** This contract shall be considered effective as of September 15, 2007. Unless terminated or extended, this Contract shall expire when the Estuary Partnership accepts Contractor's completed performance or on **September 14, 2008** whichever date occurs first. Expiration or termination shall not extinguish or prejudice the Estuary Partnership's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.
2. **Statement of Work.** The Statement of Work (the "Work"), including the delivery schedule for such Work, is contained in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.
3. **Contract Documents.** This Contract consists of the following documents: this Contract and attached Exhibits A, B, C, D and E. All attached Exhibits are hereby incorporated by reference
4. **Changes to Executed Contracts or Agreements.** The Estuary Partnership, in its sole discretion, may amend the Contract. The Work may not be changed without review and written consent by the Estuary Partnership. Such change shall be made through a formal amendment, executed by both parties prior to the change being implemented.

There may be a one-time adjustment between budget categories of less than 10% of Maximum Award, set forth in Section 6a, per contract period, provided that the Estuary Partnership receives documentation of and approves in writing the change prior to the adjustment. For consideration, Contractor's written request for change or amendment must be received by Estuary Partnership at least thirty (30) calendar days before the task deliverable or final report is due as set forth in the Statement of Work.

5. **Source of Funds.** The funds provided by the Estuary Partnership for this Contract are neither federal nor state. If federal funds are the source of Estuary Partnership funds or the source of required cost share, procurement processes must meet Federal Contracting Rules, defined in Exhibit E,. If the source of funds provided by the Estuary Partnership is federal and the Estuary Partnership requires a cost share, federal funds cannot be used to meet cost share requirements.

6. **Payments and Consideration.**

- a) The Estuary Partnership agrees to pay Contractor **\$253,309** for accomplishing the Work required by this Contract. Notwithstanding any other provision herein, the Maximum Award, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$253,309**.
- b) **Invoicing.** Contractor shall submit an itemized invoice not more than monthly and shall itemize and explain all expenses for which reimbursement is claimed, including itemization of cost share expended, if cost share is required, pursuant to Exhibit A and Exhibit B for review and approval by Estuary Partnership. Invoices must be submitted within 30 days after the completion of the work being expensed. Invoices should be submitted within ten (10) days of the end of the month for which reimbursement is requested. Invoices submitted after the 10th of the month may not be processed until the subsequent month. Each invoice submitted shall include:
- i. name, mailing address and phone number of contractor
 - ii. Estuary Partnership Contract number, invoice date and number
 - iii. performance period
 - iv. itemized expenses by task and budget line as prescribed in Exhibit A and Exhibit B for which funds are claimed including:
 1. salaries: who performed the work: name, title, hours worked and cost per hour (timesheets or logs are not required)
 2. fringe: who performed the work and the fringe benefit rate
 3. travel: dates of travel, destination, reason for trip, total mileage and mileage rate, per diem costs
 4. direct expenses, such as equipment, supplies, printing, copying, including what was purchased, the quantity, and cost for how much (attach receipts)
 - v. itemization of cost share, if required and prescribed in Exhibit B and in accordance with Section 5, as applicable.
 - vi. contract financial summary outlining the total amount of the approved contract budget, accumulative funds requested and the funds remaining in the contract at the time the invoice is submitted.
 - vii. Contractor shall send invoices to **Lower Columbia River Estuary Partnership, 811 SW Naito Parkway, Suite 120, Portland, OR 97204**
- c) **Disbursement.** If Estuary Partnership finds the invoice documentation is in accordance with the terms and conditions of this Contract and is in accordance with the schedule and requirements in Exhibit A and B and the Estuary Partnership accepts the completed work, Estuary Partnership shall disburse the payment to Contractor within sixty (60) calendar days of acceptance. If Estuary Partnership determines that Contractor modified the Work without prior written approval or the Work is otherwise unacceptable in Estuary Partnership's reasonable judgment, Estuary Partnership will not be obligated to disburse the payment. If Estuary Partnership elects not to disburse the payment, Estuary Partnership shall notify the Contractor in writing of the reason for nonpayment. Estuary Partnership may allow Contractor a reasonable time to address Estuary Partnership's reason for nonpayment, and to resubmit a new invoice.
- d) **Excess or Untimely Invoices.** Contractor will not submit invoices for, and Estuary Partnership will not pay, any amount in excess of the Maximum Award defined in Section 6 a. If Estuary Partnership increases the Maximum Award by amendment, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for activities performed before the Begin Date or after the End Date, regardless of the relationship of the activity performed to the Contract.
- e) **Travel and Other Expenses.** Travel shall be allowed only when the travel is essential to the normal discharge of the Estuary Partnership's responsibilities. Travel shall be conducted in the most efficient and cost-effective manner resulting in the best value, and must be authorized in advance to be reimbursable. The travel must comply with all the requirements set forth in this section. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount. Contractor understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved in advance by the Estuary Partnership and in effect at the time the expense was incurred. Current travel reimbursement rates are attached in Exhibit C.

7. **Reports.** Contractor shall prepare and submit all interim progress reports and a final report in accordance with Statement of Work. Contractor agrees to use recycled paper for all reports prepared in accordance with the Statement of Work and to print documents on both sides of paper, unless otherwise stipulated.
8. **Publicity, Release of Information and Work Citation.** Contractor will not hold press conferences, issue press releases, or otherwise make public statements regarding the Contract or the Work, release reports or make presentations without prior review and written approval from the Estuary Partnership. Any such activities as approved by Estuary Partnership shall require the Contractor to indicate that the Work was made possible by a Contract with the Estuary Partnership. At a minimum, such language must include: "This work (or insert name of project) is a Lower Columbia River Estuary Partnership project."
9. **Ownership of Work Product.** All work product of Contractor, its employees, agents and contractors, that results from this Contract is the exclusive property of the Estuary Partnership and the Estuary Partnership is deemed the author and as such protected by the Common Law of Copyright. Contractor, its employees, agents and contractors, forever waive any and all rights relating to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

The Contractor may upon written approval of the Estuary Partnership use the scientific data, conclusions and recommendations of the work product(s) pursuant to this Contract for noncommercial educational purposes, including publishing scientific papers. The Estuary Partnership must receive recognition in writing as described in Section 8 above for such use or publication; written citation shall follow generally accepted citation formats.

Notwithstanding the above, actions taken by the Contractor in compliance with the Oregon Public Records Law shall not constitute breach of this agreement.

10. **Termination for Convenience.** Estuary Partnership, in its sole discretion, may terminate this Contract, in whole or in part, upon 30 day's prior notice to Contractor.
11. **Termination for Cause.** Estuary Partnership may terminate this Contract, in whole or in part, effective immediately upon notice to Contractor, or at such later date as the Estuary Partnership may establish in such notice, upon the occurrence of any of the following events:
 - a) **Funding.** Estuary Partnership fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in its sole judgment, to pay for Contractor's Work;
 - b) **Laws Modified.** Applicable laws, regulations or guidelines are modified or interpreted in such a way that either the Work is prohibited or of less value, or Estuary Partnership is prohibited from paying for such Work from the planned funding source;
 - c) **License.** Contractor no longer holds any necessary license or certificate that is required to perform the Work; or
 - d) **Contractor Failure.** Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Terms & Conditions, fails to perform the Work within the time specified in the Statement of Work or any extension thereof, or fails to pursue the Work as to endanger Contractor's performance in accordance with the Statement of Work, and Contractor fails to address the failure within 10 days of notice, or such other time as specified by Estuary Partnership in such notice.
12. **Remedies.**
 - a) **Contractor Remedies.** Contractor's sole and exclusive remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the Estuary Partnership pursuant to Section 6, less previous amounts paid and any claim(s) which Estuary Partnership has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall promptly pay any excess to Estuary Partnership upon demand.
 - b) **Estuary Partnership Remedies.** In the event of termination pursuant to Section 11, without limitation, Estuary Partnership shall have any remedy available to it in law or equity. If it is determined for any reason

that Contractor was not in default under Section 11, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 10.

- c) **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Estuary Partnership expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Estuary Partnership all documents, information, works-in-progress and other property that are or would be deliverables had the Work been completed. Upon Estuary Partnership's request, Contractor shall surrender to anyone Estuary Partnership designates, all documents, research or objects or other tangible things needed to complete the Work and otherwise cooperate as necessary to facilitate the transition of the Work to a new contractor.

- 13. **Records.** Contractor will maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor will maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Estuary Partnership and its duly authorized representatives will have access to such fiscal records and other books, documents, papers, plans and writings of Contractor to perform examinations and audits and make excerpts and transcripts. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment or other termination of this Contract, whichever date is later.
- 14. **Lobbying and Litigation.** Contractor agrees that it will not use this Contract to engage in lobbying the Federal Government or litigation against the United States.
- 15. **Relationship of Parties.** Contractor and Estuary Partnership acknowledge and understand that (i) neither Estuary Partnership nor Contractor is the agent or partner of the other; (ii) this Contract shall not be construed as creating a joint venture between Estuary Partnership and Contractor; (iii) neither Estuary Partnership nor Contractor shall be responsible for the debts or obligations of the other; and (iv) neither Estuary Partnership nor Contractor has the authority to bind or act on behalf of the other.
- 16. **Indemnity.** Contractor will defend, hold harmless, and indemnify the Estuary Partnership and its officers, directors, members, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities or omissions of the Contractor or its officers, employees or contractors in the use of the contract or in performing the work..
- 17. **Governing Law.** These Terms & Conditions will 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 relating to the Contract (collectively, a "Claim") will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
- 18. **Independent Contractor; Responsibility for Taxes and Withholding**
 - a) Contractor shall perform all required Work as an independent contractor. Although the Estuary Partnership reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed, and (ii) to evaluate the quality of the completed performance, the Estuary Partnership cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
 - b. Contractor shall be responsible for all federal, state or other taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, the Estuary Partnership will not withhold from such compensation or payments any amount(s) to cover Contractor's federal, state or other tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

19. **Subcontracts and Assignment; Successors and Assigns.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without the Estuary Partnership's prior written consent, which consent may be withheld in the Estuary Partnership's sole discretion. In addition to any other provisions the Estuary Partnership may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the terms of this Contract as if the subcontractor were the Contractor. The Estuary Partnership's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
20. **No Third Party Beneficiaries.** The Estuary Partnership and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
21. **Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the Estuary Partnership to enforce any provision of this Contract shall not constitute a waiver by the Estuary Partnership of that or any other provision.
22. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, facsimile, or mailing the same, postage prepaid, to Contractor or the Estuary Partnership at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 22. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the Estuary Partnership, such facsimile transmission must be confirmed by telephone notice to the Estuary Partnership's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
23. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
24. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing):

Address:

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company Limited Liability Partnership
 Sole Proprietorship Other

Tax ID# _____

Certified Minority, Women or Emerging Small Business Firm? No Yes **Number:** _____

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 or 1099-MISC for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) Contractor is a U.S. person (including a U.S. resident alien); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

Contractor has accepted the Contract on the terms and conditions set forth in these Terms & Conditions of Contract.

CONTRACTOR

By: _____

Title: _____

Date: _____

ESTUARY PARTNERSHIP

By: _____

Title: Executive Director

Date: _____

Exhibit A
STATEMENT OF WORK, BUDGET NARRATIVE AND DELIVERABLES

Contractor: City of Portland, Bureau of Environmental Services

Contract #03-2008

Begin: September 15, 2007.

In addition to Deliverables outlined by Task, other Deliverables include:

1. Mid-project progress report including summary of work and the cost-share to date is due March 15, 2008.
2. Final documentation, including summary of work and the project cost-share, is due September 14, 2008.

End: When Contractor's completed performance has been accepted by Estuary Partnership, or on **September 14, 2008** whichever is sooner.

PROJECT TITLE: LOWER WILLAMETTE RIVER OFF-CHANNEL HABITAT RESTORATION AT THE MOUTH OF STEPHENS CREEK

PROJECT DESCRIPTION

The confluence of Stephens Creek and the Willamette River (Willamette River Mile 16.2) is in southwest Portland's Willamette Moorage Natural Area, Multnomah County, Oregon. The Willamette Moorage Natural Area is a 5-acre property owned by Portland Parks & Recreation (PP&R). The five-acre project site is part of a 35-acre complex of publicly owned natural areas known collectively as the South Portland Riverbank. PP&R and the Bureau of Environmental Services work in partnership to manage these stream and riverbank natural areas and restoration sites. The Stephens Creek confluence is an important off-channel habitat area for salmon within the City of Portland. It provides critical rearing and refuge habitat for native, ESA-listed Chinook and coho salmon and steelhead trout; rainbow and cutthroat trout; and Pacific and brook lamprey. This project will improve in-stream, stream bank, and floodplain wetland habitat for the benefit of native fish and wildlife species, with an emphasis on rearing and refuge habitat for juvenile steelhead, coho, and Chinook.

BUDGET NARRATIVE AND DELIVERABLES

Task 1. Design and Design Review

Description: Design drawings will include preparation of a grading plan, erosion control plan, large wood placement plan, construction mobilization/ phasing plan, and revegetation plan. Additional items produced include construction specifications and associated documents. Designs will be reviewed at key milestones throughout the design process.

Budget: Total \$19,214 in cost share funds

Schedule: May 2007 - October 2007

Deliverables: The Contractor will deliver, in hard copy format, the 60% design drawings and permit drawings.

Deliverable Due Date: October 15, 2007

Task 2. Permitting

Description: The preparation of Local, State, and Federal permits including a biological assessment, submission of permit package, and presentations to streamlining team.

Budget: Total \$1,770 in cost-share funds

Schedule: September 2007 – March 2008

Deliverables: The Contractor will deliver, in hard copy format, the City of Portland greenway authorization, the DSL Removal-Fill authorization, and the US Army Corps of Engineers Section 404 authorization.

Deliverable Due Date: March 15, 2008

Task 3. Construction bidding

Description: Prepare construction bid documents, complete procurement process, award contract and notice to proceed.

Budget: Total \$3,600. **\$3,600 Estuary Partnership/BPA** + \$0 in cost-share funds
Schedule: February 2008 – June 2008
Deliverables: The Contractor will deliver, in hard copy format, construction bid documents.
Deliverable Due: June 15, 2008

Task 4: Construction

Description: Fish salvage, mobilization, large wood placement, bank/wetland grading, and erosion control to occur during the in-water window. Construction activities may extend to the end of the in-water work period (October 31); however, the portion funded by the Estuary Partnership will be completed by the date listed below.

Budget: Total \$388,367. **\$249,709 Estuary Partnership/BPA** + \$138,658 in cost-share funds

Schedule: July 2008 – October 2008

Deliverable: The Contractor will deliver a progress report, in hard copy and electronic format, including project status and cost-share to date.

Deliverable due: September 14, 2008

FUNDING SOURCE SUMMARY

Estuary Partnership/BPA Share	\$253,309
Cost-share (minimum 25%)	<u>\$159,642</u>
Project Total	\$412,951

Exhibit B BUDGET DETAIL

Contractor: City of Portland, Bureau of Environmental Services

Contract #03-2008

Stephen's Creek Off-Channel Habitat Restoration September 15, 2007-September 14, 2008		Quantity	Unit	Cost per Unit	Total Cost	Estuary Partnership Expense	Cost Sgare Expense	Cost Share Source
Task 1.	Design & Design Review							
	<i>Personnel: Design Engineer</i>	120	hrs	\$82.20	\$9,864		\$9,864	City of Portland In-Kind (secured)
	<i>Benefits: Design Engineer</i>	120	hrs	\$37.80	\$4,536		\$4,536	City of Portland In-Kind (secured)
	<i>Personnel: PM Environmental Specialist</i>	50	hrs	\$30.63	\$1,532		\$1,532	City of Portland In-Kind (secured)
	<i>Benefits: PM Environmental Specialist</i>	50	hrs	\$9.65	\$483		\$483	City of Portland In-Kind (secured)
	<i>Personnel: Fish Biologist</i>	25	hrs	\$35.45	\$886		\$886	City of Portland In-Kind (secured)
	<i>Benefits: Fish Biologist</i>	25	hrs	\$11.17	\$279		\$279	City of Portland In-Kind (secured)
	<i>Personnel: Botanic Specialist II</i>	40	hrs	\$31.07	\$1,243		\$1,243	City of Portland In-Kind (secured)
	<i>Benefits: Botanic Specialist II</i>	40	hrs	\$9.79	\$392		\$392	City of Portland In-Kind (secured)
				Task Subtotal	\$19,214	\$0	\$19,214	
Task 2.	Permitting							
	<i>Personnel: PM Environmental Specialist</i>	15	hrs	\$30.63	\$459		\$459	City of Portland In-Kind (secured)
	<i>Benefits: PM Environmental Specialist</i>	15	hrs	\$9.65	\$145		\$145	City of Portland In-Kind (secured)
	<i>Personnel: Fish Biologist</i>	25	hrs	\$35.45	\$886		\$886	City of Portland In-Kind (secured)
	<i>Benefits: Fish Biologist</i>	25	hrs	\$11.17	\$279		\$279	City of Portland In-Kind (secured)
				Task Subtotal	\$1,770	\$0	\$1,770	
Task 3.	Construction Bidding							
	<i>Personnel: Construction Manager</i>	30	hrs	\$82.20	\$2,466	\$2,466		
	<i>Benefits: Construction Manager</i>	30	hrs	\$37.80	\$1,134	\$1,134		
				Task Subtotal	\$3,600	\$3,600	\$0	
Task 4.	Construction							
	<i>Personnel: Construction Manager</i>	190	hrs	\$82.20	\$15,618	\$15,227	\$391	City of Portland In-Kind (secured)
	<i>Benefits: Construction Manager</i>	190	hrs	\$37.80	\$7,182	\$7,182		
	<i>Personnel: PM Environmental Specialist</i>	35	hrs	\$30.63	\$1,072		\$1,072	City of Portland In-Kind (secured)
	<i>Benefits: PM Environmental Specialist</i>	35	hrs	\$9.65	\$338		\$338	City of Portland In-Kind (secured)
	<i>Personnel: Botanic Specialist II</i>	10	hrs	\$31.07	\$311		\$311	City of Portland In-Kind (secured)
	<i>Benefits: Botanic Specialist II</i>	10	hrs	\$9.79	\$98		\$98	City of Portland In-Kind (secured)
	<i>Personnel: Public Involvement Specialist</i>	100	hrs	\$36.29	\$3,629		\$3,629	City of Portland In-Kind (secured)
	<i>Benefits: Public Involvement Specialist</i>	100	hrs	\$11.43	\$1,143		\$1,143	City of Portland In-Kind (secured)
	<i>Contractual: Mobilization</i>	1	ls	\$32,000.00	\$32,000	\$32,000		
	<i>Contractual: Clearing and Grubbing</i>	2	ac	\$5,000.00	\$10,000	\$10,000		
	<i>Contractual: Excavation/Rough grading</i>	2,500	cy	\$12.62	\$31,550	\$31,550		
	<i>Contractual: Excavation hauling</i>	1,500	cy	\$22.50	\$33,750	\$33,750		
	<i>Contractual: CSO Pipe Demo. and Removal</i>	250	lf	\$48.06	\$12,015		\$12,015	City of Portland Cash (Pending)
	<i>Contractual: Concrete Haul and Disposal</i>	14	loads	\$2,180.00	\$30,520		\$30,520	City of Portland Cash (Pending)
	<i>Contractual: Flaggers</i>	256	hrs	\$36.43	\$9,326		\$9,326	City of Portland Cash (Pending)
	<i>Contractual: Traffic Control Supervisor</i>	16	days	\$199.11	\$3,186		\$3,186	City of Portland Cash (Pending)
	<i>Contractual: Stream Bypass/Dewatering</i>	1	ls	\$20,000.00	\$20,000	\$20,000		
	<i>Contractual: Install seed</i>	2	ac	\$40.00	\$80		\$80	City of Portland Cash (Pending)
	<i>Contractual: Jute matting placement</i>	26,400	sf	\$1.75	\$46,200		\$46,200	City of Portland Cash (Pending)
	<i>Contractual: Sediment curtain placement</i>	1	ls	\$3,000.00	\$3,000	\$3,000		
	<i>Contractual: Exclusion zone fencing placement</i>	1,500	lf	\$3.00	\$4,500	\$4,500		
	<i>Contractual: Topsoil placement/Fine grading</i>	1,500	cy	\$30.00	\$45,000	\$15,700	\$29,300	City of Portland Cash (Pending)
	<i>Contractual: Large wood / rootwads placement</i>	128	ea	\$600.00	\$76,800	\$76,800		
	<i>Supplies and Equipment: Herbaceous seed</i>	2	ac	\$525.00	\$1,050		\$1,050	City of Portland Cash (Pending)
				Task Subtotal	\$388,367	\$249,709	\$138,658	
TOTAL					\$ 412,951	\$ 253,309	\$ 159,642	
PERCENTAGE TOTAL					100%	61%	39%	

Exhibit C

TRAVEL REIMBURSEMENT RATES

For purposes of this contract, the Estuary Partnership adheres to the following rates for travel, meals and lodging.

- 1. Mileage.** Mileage for travel in a private automobile, while Contractor is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at the prevailing Estuary Partnership rate. To qualify for mileage reimbursement, Contractor must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. **No mileage reimbursement will be paid for the use of motorcycles or mopeds.**
- 2. Meals.** Current per diem rates are \$10.00 breakfast; \$10.00 lunch; and \$24 dinner per day. Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses shall be reimbursed only if Contractor, while acting within the course and scope of his/her duties under this Contract, is required to travel more than two (2) hours: (a) beginning before 6:00 am (for breakfast expense reimbursement), or (b) ending after 7:00 pm (for dinner expense reimbursement). Lunch expense is reimbursable only if Contractor, while acting within the course and scope of his/her duties under this Contract, is required to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of his/her duties under this Contract.
- 3. Lodging.** The Estuary Partnership will reimburse Contractor for actual cost of lodging up to \$120.00. Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- 4. Other Travel Expenses.** In addition to meals and lodging, travel expenses will be reimbursed for airfare and rental vehicles only if Contractor is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses except meals and other incidental expenditures of less than \$25.00 per item. Incidental items included but are not limited to: parking, highway tolls, taxi cabs, and transit fares. Such items must be itemized for reimbursement. All Estuary Partnership representatives will fly "coach class," unless Contractor pays the difference. Airfare must be the lowest fare available at the time the travel arrangements are made. The Estuary Partnership encourages travel by mass transit where practicable.

Exhibit D INSURANCE

During the term of this Contract, Contractor shall maintain at its own expense each insurance noted below marked with an "X":

1. **Required by the Estuary Partnership of contractors with one or more workers, as defined by ORS 656.027.**
Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. The Estuary Partnership will not assume workers' compensation coverage for contract employees, and CONTRACTOR AGREES TO INDEMNIFY AND DEFEND THE ESTUARY PARTNERSHIP FROM AND AGAINST CLAIMS, LOSSES, OR LIABILITY OF ANY GOVERNMENT ARISING FROM OR RELATED TO CONTRACTOR'S FAILURE TO PROVIDE SUCH INSURANCE COVERAGE.

2. **Required by the Estuary Partnership** **Not required by the Estuary Partnership.**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. **Required by the Estuary Partnership** **Not required by the Estuary Partnership.**
General Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the Estuary Partnership officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract;

4. **Required by the Estuary Partnership** **Not required by the Estuary Partnership.**
Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060), \$200,000, \$500,000, or \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Estuary Partnership.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to Estuary Partnership prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to Estuary Partnership acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Estuary Partnership. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. A certificate of self-insurance satisfies the requirements of the agreement.

Exhibit E

COMPLIANCE WITH FEDERAL CONTRACTING RULES

Compliance with Federal Law and Contracting Rules.

Contracts whose funding is defined in Section 5 of Contract as federal must comply with each provision below marked with an “X”.

Payment. Estuary Partnership will disburse funds in accordance with the terms and conditions of this contract and the cost principles of OMB Circular A-122 (Non-Profit Organizations), as applicable.

Contractor will comply with all other local, state, and federal laws, rules, regulations, and guidelines to which it or this Contract may be subject (the “Laws”), including but not limited to the applicable provisions of 40 CFR Chapter 1, Subchapter B, applicable Office of Management and Budget (“OMB”) circulars. The inclusion of any specific legal requirements under any of the Laws in these Terms & Conditions does not relieve the Contractor of any of its other obligations under any of the Laws. Contractor further agrees to keep current on any changes in any of the Laws.

Property. Contractor agrees to comply with all applicable provisions of OMB Circular A-110 relating to property, equipment, and supplies acquired with the Contract. Contractor is subject to all provisions of OMB Circular A-110 relating to intangible property rights, including but not limited to, the provision relating to the reservation by the EPA of a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any copyrighted work produced by the Contract for federal purposes, and to authorize others to do so.

Procurement Responsibilities. Contractor agrees to comply with the procurement requirements mandated by the EPA in its Cooperative Agreement with Estuary Partnership, and the procurement procedures listed in OMB Circular A-110. Contractor will ensure that the applicable contract provisions listed in Appendix A of OMB Circular A-110 are included in any contract awarded by Contractor.