

**CONTRACT**

<p><b>CONTRACTOR<sup>1</sup></b> <b>("Contractor")</b></p>	<p><b>Lower Columbia River Estuary Partnership</b> <b>("Estuary Partnership")</b></p>
<p>Organization: <b>City of Portland, Bureau of Environmental Services</b>  Project Officer: Andi Gresh  Title: Fund Development Manager  Address: 1120 SW Fifth Avenue  Portland, OR 97204  Phone: (503)823-7623 Fax: (503)823-7110  Email: andig@bes.ci.portland.or.us</p> <p><b>Citizenship</b>, if applicable:  Non-resident alien <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>Business Designation</b> (check one):  <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership  <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other</p> <p><b>Tax ID#:</b> _____</p> <p><b>Certified Minority, Women or Emerging Small Business Firm?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes  <b>Number:</b> _____</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: <a href="mailto:marriott@lcrep.org">marriott@lcrep.org</a></p> <p>Finance Manager: Kenny Weiner  503.226.1565 x223</p> <p>Technical Projects Coordinator: Patti Howard  503.226.1565 x235</p>

This Contract is between the Lower Columbia River Estuary Partnership ("**Estuary Partnership**"), an Oregon nonprofit corporation, and **City of Portland, Bureau of Environmental Services ("Contractor")**.

**TERMS & CONDITIONS**

- Effective Date and Duration.** This Contract shall become effective on the date this Contract is fully executed and approved by all parties. Unless terminated or extended, this Contract shall expire when Estuary Partnership accepts Contractor's completed performance. Expiration or termination shall not extinguish or prejudice 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.
- Statement of Work.** The Statement of Work (the "Work"), including the delivery schedule for such Work, is contained in Exhibit A. Contractor agrees to perform the Work in accordance with this Contract.

<sup>1</sup> Information in the Contractor Block 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.

3. **Contract Documents.** This Contract includes the attached Exhibits A through E, each of which is incorporated by this reference.
4. **Amendments.** No Term or Condition of this Contract, including the Work, may be amended without review and written consent by Estuary Partnership. Such amendment shall be made through a formal written amendment, executed by both parties prior to the amendment 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 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. Payments and Consideration.**

- a) Estuary Partnership agrees to pay Contractor as stipulated in Exhibit A for accomplishing the Work.
- b) **Invoicing.** For review and approval by Estuary Partnership, Contractor shall submit an invoice not more often than monthly. It shall itemize and explain all expenses for which reimbursement is claimed pursuant to Exhibits A and B, including itemization of any cost share expended. Invoices must be submitted within 30 days after the completion of the work being billed. Invoices should be submitted not later than ten (10) days after the end of the month. Invoices submitted after the 10<sup>th</sup> of the month may not be processed until the subsequent month. Each invoice 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 this Contract at the time the invoice is submitted

Contractor shall send invoices and all deliverables to the Finance Manager, **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 requirements of this Contract and if 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 if 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 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 this Contract.

- e) **Travel and Other Expenses.** Travel shall be allowed only when the travel is essential to the normal discharge of 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 Maximum Award. Contractor understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved in advance by Estuary Partnership and in effect at the time the expense was incurred. Current travel reimbursement rates are attached in Exhibit C.
6. **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.
7. **Publicity, Release of Information and Work Citation.** Contractor will not hold press conferences, issue press releases, or otherwise make public statements regarding this Contract or the Work, release reports or make presentations without prior review and written approval from Estuary Partnership. Any such activities as approved by Estuary Partnership shall require the Contractor to indicate that the Work was made possible by Estuary Partnership.
8. **Termination for Convenience.** Estuary Partnership, in its sole discretion, may terminate this Contract, in whole or in part, upon 30 days' prior notice to Contractor.
9. **Termination for Cause – Estuary Partnership.** Estuary Partnership may terminate this Contract, in whole or in part, effective immediately upon notice to Contractor, or at such later date as 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 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 breach or default within 10 days of notice, or such other time as specified by Estuary Partnership in such notice.
10. **Termination for Cause – Contractor.** The Contractor may terminate this Contract, in whole or in part, effective upon 60 days' prior written notice to Estuary Partnership if Estuary Partnership commits any material breach or default of any covenant, warranty, obligation or agreement under the terms and conditions of this Contract and Estuary Partnership fails to address the breach or default within 10 days of notice, or such longer time as specified by Contractor in such notice.
11. **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 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 10, 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 10, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 9.

- 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.

12. **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.
13. **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.
14. **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.
15. **Indemnity.** Contractor will defend, hold harmless, and indemnify Estuary Partnership and its officers, directors, members, employees, agents and other representatives 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 or employees in performing the work. Contractor covenants that if it utilizes contractors, agents or other representatives to perform services in connection with the grant it will require such contractors, agents or representatives to provide Estuary Partnership certificates of insurance naming Estuary Partnership an additional insured under general liability policies with limits of at least \$1,000,000.
16. **Attorney Fees.** With respect to any dispute relating to this Contract, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.
17. **Governing Law.** This Contract 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 this 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 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, 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, 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 Estuary Partnership's prior written consent, which consent may be withheld in Estuary Partnership's sole discretion. In addition to any other provisions 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. 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.** 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. **No Warranty by Estuary Partnership; Disclaimer.** Any information provided by Estuary Partnership is provided As-Is, Where-Is, without representation or warranty of any kind. WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY ARE DISCLAIMED.

22. **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 Estuary Partnership to enforce any provision of this Contract shall not constitute a waiver by Estuary Partnership of that or any other provision.

23. **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 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 23. 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 Estuary Partnership, such facsimile transmission must be confirmed by telephone notice to Estuary Partnership's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

24. **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 this Contract did not contain the particular term or provision held to be invalid.

25. **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 this Contract so executed shall constitute an original.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown at the top of 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**

**ESTUARY PARTNERSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**STATEMENT OF WORK, BUDGET NARRATIVE AND DELIVERABLES**

**Contractor: City of Portland, Bureau of Environmental Services**

**Contract # 12-2009**

**PRINCIPAL PROJECT MANAGER: DAVE HELZER**

Begin: On the date this Contract is fully executed and approved by all parties.

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

1. Progress reports including summary of work and the cost-share to date are due September 15, 2008 (for July 1, 2008 to August 30, 2008), March 15, 2009 (for September 1, 2008 to February 28, 2009), September 15, 2009 (for March 1, 2009 to August 31, 2009), and March 15, 2010 (for September 1, 2009 to February 28, 2010).
2. Final documentation, including summary of work and the project cost-share, is due June 16, 2010.

**End:** When Contractor's completed performance has been accepted by Estuary Partnership, **or on June 30, 2010**, whichever is sooner.

**PROJECT TITLE: THE COLUMBIA SLOUGH CONFLUENCE HABITAT ENHANCEMENT PROJECT**

**PROJECT DESCRIPTION**

The Contractor will implement the Columbia Slough Confluence Habitat Enhancement Project at the confluence reach of the Columbia Slough at Kelley Point Park, a park property owned and managed by Portland Parks and Recreation in North Portland. The approximately 12-acre land/8-acre water project site is within and adjacent to the larger 100+ acre natural area and developed park.

The primary goal of the Columbia Slough Confluence Habitat Enhancement Project is to improve in-stream, riparian and floodplain wetland habitat for the benefit of native fish and wildlife species, with an emphasis on rearing and refuge habitat for juvenile salmonids. The project has the following objectives: 1) Improve Columbia Slough shoreline (beach), floodplain and riparian habitat in the project area; 2) Improve in-stream habitat for the benefit of native fish communities, with an emphasis on juvenile salmonids and off-channel rearing habitat from the Willamette River; 3) Improve wetland and riparian areas for the benefit of native wildlife species, with an emphasis on neotropical migratory songbirds and Western painted turtle; and 4) Provide educational signage and interpretive opportunities for residents to experience the aquatic and terrestrial habitat restoration at Kelley Point Park.

Key benefits include increased floodplain connectivity and increased in-stream complexity; increased stream shading and filtration; improved over-wintering habitat for juvenile salmonids and additional off-channel refugia for emigrating salmonids; improved habitat for macro-invertebrates; and restored native habitat to benefit a variety of species.

The Contractor will closely coordinate with many agency and community partners, including the Columbia Slough Watershed Council, Friends of Smith and Bybee Lakes, Lower Columbia River Estuary Partnership, Metro, Oregon Department of Fish and Wildlife, Port of Portland, US Fish and Wildlife Service, and private property owners.

**PROJECT TOTAL**

**\$52,351**

**COST SHARE REQUIRED**

Yes, please provide detail in Exhibit A: Task Description and Exhibit B: Budget Detail     None Required

**Allowable Sources of Cost Share, if required above.**

Federal     Non-Federal

**Source of Estuary Partnership Funds**

Federal  State  Regional  Private

If federal funds are the source of Estuary Partnership funds or the source of required cost share, then procurement processes must meet Federal Contracting Rules, defined in Exhibit E.

**OWNERSHIP OF WORK PRODUCT**

The indicated provision will apply to ownership of the work product resulting from this Contract:

- All of the Work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the exclusive property of Estuary Partnership and Estuary Partnership is deemed the author and as such protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without the expressed written consent of Estuary Partnership and must be cited using generally accepted citation standards. 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 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. 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 standards.
- The work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the result of shared funding and consequently Estuary Partnership and Contractor shall co-own the work product. Each party will be considered a co-author and as such be protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without using generally accepted citation standards.
- No work product/deliverable will result from this Contract.

**Task 1. Improve in-stream habitat**

**Description:** The Contractor will prepare construction bid documents, complete procurement process, and award contract and notice to proceed. Activities include mobilization, large wood placement, and erosion control.

**Budget:** Task total is \$28,800. **\$4,000 Estuary Partnership** + \$24,800 cost-share

**Schedule:** January 1, 2009 – September 30, 2009

**Deliverables:** The Contractor will deliver, in hard copy and electronic format, a Project Package, including final design drawings, final design report (including successes and challenges faced during the project), project status, cost-share to date, and construction photos.

**Deliverables Due:** October 15, 2009

**Task 2. Improve wetland/ riparian vegetation**

**Description:** The Contractor will coordinate, with assistance from Portland Parks and Recreation, site revegetation. Site preparation, materials procurement, and planting will occur during this grant period.

**Budget:** Task total is \$13,751. **\$10,551 Estuary Partnership** + \$3,200 cost-share

**Schedule:** September 15, 2008 – March 15, 2010

**Deliverables:** The Contractor will deliver, in hard copy and electronic format, a Revegetation Plan and photos of site preparation and plantings.

**Deliverables Due:** April 15, 2010

**Task 3. Educate, engage volunteers; monitor results**

**Description:** The Contractor will conduct monitoring activities. Monitoring will include fish, wildlife, vegetation, and photo-monitoring. The Contractor will provide educational signage and interpretive opportunities for residents to experience the aquatic and terrestrial habitat restoration at Kelley Point Park. Educational signage will focus on riparian ecology and habitats, local fish and wildlife of interest, and how citizens can be good stewards of riparian areas. Volunteers will be actively involved in wildlife and point-count monitoring at the restoration site. Additionally, volunteers will



be actively involved in the site stewardship through invasives control, native plantings, and leading field trips of the site.

- Fish monitoring will occur 3x / year during the rearing season; methods will include boat electroshocking and appropriate nets/traps, where feasible.
- Wildlife monitoring will occur 2x / year (winter and spring) and will include visual surveys and point count monitoring protocols, following Huff, et.al.
- Vegetation monitoring will occur 1x / year (fall) and will follow BES Watershed Revegetation Monitoring protocols.
- Photo-point monitoring will occur 2x / year (winter and summer) and follow the OWEB and US Forest Service Photopoint Monitoring protocols.
- Water Quality monitoring is ongoing at the site by Metro and summary data for Temperature, DO, pH and Conductivity can be provided for the grant period.
- Hydrology / Flow monitoring is ongoing at the site by USGS and summary data for Gage Height, Discharge, and Velocity can be provided for the grant period.

**Budget:** Task total is \$9,800. **\$9,800 Estuary Partnership** + \$0 cost-share share

**Schedule:** September 15, 2008 – May 31, 2010

**Deliverables:** The Contractor will deliver, in hard copy and electronic format a baseline and post-project monitoring report, photos of volunteer events, and photos of signage.

**Deliverables Due:** June 15, 2010

## Exhibit B BUDGET DETAIL

Contractor: City of Portland, Bureau of Environmental Services

Contract # 12-2009

**PROJECT TITLE: THE COLUMBIA SLOUGH CONFLUENCE HABITAT ENHANCEMENT PROJECT**

<b>Columbia Slough Confluence Habitat Enhancement Project Estuary Partnership Budget July 2008</b>		<b>Quantity</b>	<b>Unit</b>	<b>Cost per Unit</b>	<b>Total Cost</b>	<b>Estuary Partnership/ NOAA</b>	<b>Minimum 25% Cost-Share</b>	<b>Cost Share Source</b>
<b>Task 1.</b>	<b>Improve in-stream habitat</b>							
	Contractual: Mob/Demob	2	Ea	\$10,000.00	\$20,000.00		\$20,000.00	City of Portland
	Contractual: Turbidity Curtain	100	LF	\$40.00	\$4,000.00		\$4,000.00	City of Portland
	Contractual: Exclusion Zone Fence	1000	LF	\$4.00	\$4,000.00	\$4,000.00		
	Contractual: Erosion Control	40	Hr	\$20.00	\$800.00		\$800.00	City of Portland
				<b>Task Subtotal</b>	<b>\$28,800</b>	<b>\$4,000</b>	<b>\$24,800</b>	
<b>Task 2.</b>	<b>Improve wetland/ riparian vegetation</b>							
	Personnel: Botanic Specialist	80	Hr	\$40.00	\$3,200.00		\$3,200.00	City of Portland
	Contractual: Site prep/maint-cut	6	Ac	\$347.00	\$1,656.00	\$1,656.00		
	Supplies: Native straw/mulch	5	thous	\$197.00	\$985.00	\$985.00		
	Supplies: Bamboo Stakes	5	thous	\$208.00	\$1,040.00	\$1,040.00		
	Supplies: Vexar tubes	5	thous	\$462.00	\$2,310.00	\$2,310.00		
	Supplies: Live pole cuttings	5	thous	\$423.00	\$2,115.00	\$2,115.00		
	Supplies: Native plants, BR	5	thous	\$489.00	\$2,445.00	\$2,445.00		
				<b>Task Subtotal</b>	<b>\$13,751</b>	<b>\$10,551</b>	<b>\$3,200</b>	
<b>Task 3.</b>	<b>Educate, engage volunteers; monitor results</b>							
	Other: Volunteer Coordinator	40	Hr	\$35.00	\$1,400.00	\$1,400.00		
	Other: Boat trips/non-motor	4	Ea	\$600.00	\$2,400.00	\$2,400.00		
	Other: Signage	3	Ea	\$2,000.00	\$6,000.00	\$6,000.00		
				<b>Task Subtotal</b>	<b>\$9,800</b>	<b>\$9,800</b>	<b>\$0</b>	
<b>TOTAL</b>					<b>\$52,351</b>	<b>\$24,351</b>	<b>\$28,000</b>	
<b>PERCENTAGE TOTAL</b>					<b>100.0%</b>	<b>46.5%</b>	<b>53.5%</b>	

## **Exhibit C**

### **TRAVEL REIMBURSEMENT RATES**

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

**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.**

**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.

**Lodging.** 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.

**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. 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":

**Required by 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. Estuary Partnership will not assume workers' compensation coverage for contract employees, and CONTRACTOR AGREES TO INDEMNIFY AND DEFEND 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.

**Required by Estuary Partnership**  **Not required by 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.

**Required by Estuary Partnership**  **Not required by 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 Estuary Partnership officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract;

**Required by Estuary Partnership**  **Not required by 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.

**Government Agency – Self Insurance Permitted**

**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.

**Proof of Insurance.** As evidence of the insurance coverages required by this Contract, Estuary Partnership may require the Contractor furnish acceptable insurance certificates to Estuary Partnership prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Estuary Partnership. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## **Exhibit E**

# **COMPLIANCE WITH FEDERAL CONTRACTING RULES**

Compliance with Federal Law and Contracting Rules.

**Contracts whose funding is identified in Exhibit A of Contract as federal must comply with each provision below.**

- 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.
- Compliance with Laws.** 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 this 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 this 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.