



# REQUEST FOR PROPOSALS ENGINEERING AND RELATED SERVICES

Boeckman Creek Sewer Interceptor & Trail  
Boeckman Road to Memorial Park  
Project #2107, 7054, & 9150

APRIL 8, 2026

**Address Proposals to:**

City of Wilsonville  
Attn: Zach Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

**Proposals due: Wednesday, May 6, 2026, at 4:00 PM, Pacific Time**

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – Boeckman Creek Sewer Interceptor & Trail," and sent to the attention of Zach Weigel, P.E., City Engineer. Include the name and address of the Proposer. Proposers must submit three (3) sets of the Proposal and one (1) electronic set on a USB thumb drive. Electronically mailed or faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.

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# Request for Proposals

The City of Wilsonville, Oregon (the “City”) is requesting Proposals in order to select a qualified consultant to provide professional services for the Boeckman Creek Sewer Interceptor & Trail (“Project”). Consultants are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fee for this Project is expected to exceed \$100,000; therefore, Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-048-0220. This Project  does  does not involve federal funds. If federal funds are involved, special federal requirements are contained within the attached draft Professional Services Agreement and must be carefully reviewed and complied with.

## I. Project Description

The Boeckman Creek Sewer Interceptor & Trail Project (“Project”) is a combination of three planned City Capital Improvement Projects (CIP): (1) the Boeckman Creek Interceptor (CIP #2107), (2) Gesellschaft Water Well Channel Restoration (CIP #7054), and (3) Boeckman Creek Regional Trail South (CIP #9150).

The Boeckman Creek Interceptor project is identified in the 2014 Wastewater Collection System Master Plan (Project Nos. CIP-05 and CIP-06) and is a critical sewer system improvement that will upsize the existing gravity sewer interceptor line primarily located within the heavily forested Boeckman Creek corridor. The project extends from the Memorial Park Lift Station to Boeckman Road, approximately 1.4 miles in length. The primary purpose of this sewer project is to provide sewer capacity to serve planned development within the Frog Pond East and South neighborhoods, identified as the Advance Road Urban Reserve Area (URA) in the wastewater master plan.

The Gesellschaft Water Well Channel Restoration project is identified in the 2024 Stormwater Master Plan (Project No. BC-6) as a high priority erosion and sediment control project. The Gesellschaft drinking water well bypass and contributing stormwater runoff discharge via an outlet structure at 29001 SW Meadows Parkway. The outlet is currently located at the top of slope of Boeckman Creek and discharges into an existing steep drainage channel, causing significant slope erosion down to Boeckman Creek. The project extends a 12-inch pipeline, 480 feet in length from the existing discharge point, down to the bottom of the slope at Boeckman Creek and restores the eroded discharge channel through the installation of coir log check dams, coir matting, and re-vegetation with native trees and shrubs.

The Boeckman Creek Regional Trail South is identified in the 2023 Transportation System Plan (Project No RT-01B) as a section of regional trail linking bike and pedestrian connections to neighborhoods, parks, and intersecting trail and roadway facilities between Boeckman Road and Memorial Park. The project consists of a 10-foot to 12-foot wide paved shared-use path starting at Boeckman Road and stopping approximately 700 feet north of Wilsonville Road and includes trail amenities, such as benches, signage, overlooks, railing, and other facilities typical

of a regional trail. The shared-use path will generally follow the interceptor pipeline route and will function as the sewer maintenance equipment access.

The Project has advanced to approximately 60% design and the selected consultant team will continue the design work through final design, prepare construction bid documents, and assist the City with construction administration and inspection. The Project will be designed and constructed under a single complete phase.

**Electronic access to all project documents through 60% design can be made available to prospective proposers by emailing a request for admittance to the Sharepoint file to:**

City of Wilsonville  
Attn: Zach Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070  
Phone: (503) 570-1565  
Email: [weigel@wilsonvilleoregon.gov](mailto:weigel@wilsonvilleoregon.gov)

Construction of the project is being funded through an Oregon Department of Environmental Quality (DEQ) Clean Water State Revolving Fund (SRF) loan. A checklist of documents and requirements of the SRF program are included in **Appendix C**. Submitted Proposals and the subsequent negotiated scope of work must address these requirements to ensure compliance with the SRF program prior to construction bid.

## II. Scope of Work

The following is a proposed Scope of Work for advancing the Boeckman Creek Sewer Interceptor and Trail project, currently at approximately 60% design, to final design, preparation of construction bid documents, and assistance with construction administration and inspection. The following listed tasks are intended to provide a general description of the anticipated work.

Proposers are encouraged to review the available project documents and include in the Proposal how the existing project work will be incorporated/utilized in the continuation of the Project through final design, identify work products that will need to be revised, restarted, or begun anew, and list additional or modified tasks necessary to continue the project work. Once a consultant is selected, a more comprehensive scope of work will be negotiated, based on the Proposal, in development of a final professional services agreement.

### Term of Service

The contract resulting from this RFP shall have an anticipated date of final completion of December 31, 2029.

### Pre-Contract Activity

The Successful Proposer shall work with the City's Project Manager to refine and articulate the scope of services, clarifying the Project tasks and identifying possible contingency tasks, and providing a fee estimate for the work. A pre-contract meeting(s) may be required, and shall not be billable to the City.

### Project Phasing

The City of Wilsonville has overall authority in scope, schedule, and budget for this project. The professional engineering services for this project are divided into two phases with anticipated phase completion date(s) as follows:

Phase 1: Design, Permitting, and Easement Acquisition	December 2027
Phase 2: Construction Engineering Services	December 2029

Once Phase 1 is nearing completion, the scope of work for Phase 2 – Construction Engineering Services will be negotiated and finalized as a professional services agreement amendment at that time.

### Draft Scope of Work Tasks

The following is a draft, proposed Scope of Work (SOW) for the Project:

#### **Phase 1 – Design, Permitting, and Easement Acquisition**

##### Task 1 – Project Management

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City's project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall.
2. Prepare and provide updates as needed to the Project schedule.
3. Organize, lead, and conduct regular scheduled Project meetings during design.
4. Coordinate various members of the Consultant team.
5. Provide exhibits, maps, figures, as needed and required.
6. Assist City with Oregon DEQ Clean Water SRF loan documentation and authorization.
7. Communicate clearly and regularly with the City's project manager.
8. Submit monthly invoices/payment requests; separate costs by tasks.

##### Task 2 – Data Collection & Review

The Consultant shall request, collect, and review all available information from the City necessary for the project design, such as record drawings, topographic survey information, CCTV inspections, GIS information, utility maps, and reports/studies completed within and

adjacent to the project corridor. All project documents through 60% design will be made available to the Consultant during the Request for Proposal period.

### Task 3 – Topographic Survey

Topographic survey for the entire project area is complete and files will be made available to the Consultant during the Request for Proposal period. Consultant shall identify and perform any additional topographic survey work necessary to complete design of the proposed improvements.

At a minimum, the topographic surveying data includes the following:

1. A horizontal and vertical survey control network
2. Network and all mapping referenced to City of Wilsonville approved vertical datum, NAVD 88 Datum.
3. Survey and mapping showing the following:
  - a. Locations, rim elevations, and pipe invert elevations for all sanitary and storm structures within the project area.
  - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
  - c. Utility poles and overhead wires, including heights
  - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
  - e. Edge of pavement and top face of curb
  - f. Ground shots recorded every 25 feet along the existing sewer alignment.
  - g. Fences, mailboxes, street lights, trees, and other street side structures
  - h. Trees with tag id referenced
  - i. Wetland flags and features
  - j. Retaining walls
  - k. Striping and signage
  - l. Sidewalk, curb ramps, and driveways
  - m. Other important topographic features
4. Survey data compiled in digital format and a digital terrain model to use for design purposes.

### Task 4 – Geotechnical Investigation

A geotechnical hazard evaluation, field exploration, laboratory testing, and draft geotechnical data and engineering reports have been completed and files will be made available to the Consultant during the Request for Proposal period.

Consultant shall identify and perform any additional geotechnical evaluation, field exploration, and laboratory testing, as deemed necessary by geotechnical professional, to revise and complete geotechnical engineering and reporting for the Project.

Geotechnical evaluation is anticipated to include subsurface soil and groundwater conditions, subgrade preparation, sewer interceptor design and construction recommendations for both open trench and trenchless installations, slope stability, retaining walls, drainage structures, fill materials, and trail surfacing.

Consultant shall evaluate slope stabilization alternatives and revise geotechnical engineering recommendations, if determined feasible by geotechnical professional, to reduce impacts of potential slope instability while considering project construction costs, height of retaining walls, impact on trees and natural features, and constructability factors.

#### Task 5 – Natural Resources Assessment and Environmental Permitting

A wetland delineation report for the Project has been completed and approved by the Oregon Department of Sate Lands (WD #2024-0292). The final report and approval documents will be made available to the Consultant during the Request for Proposal period.

A tree survey and inventory with tree tag identification has been completed for the Project and will be made available to the Consultant during the Request for Proposal period. Consultant review and update of the tree inventory is anticipated as part of the Project work.

A draft tree removal and preservation plan has been completed and will be made available to the Consultant during the Request for Proposal period. Consultant shall review and update the plan with the goal of maintaining the character of the Boeckman Creek greenway corridor as much as practicable during and after construction of the sewer and trail improvements. Consultant shall assess and implement mitigation measures to protect existing trees in place and only identify trees for removal if in the professional opinion of the project arborist, mitigation strategies are not sufficient and survivability is unlikely.

An archaeological survey under Archaeological Permit #3687 has been completed for the Project and incorporated into a cultural resources survey received by the Oregon State Historic Preservation Office (Case No. 24-1053) and is awaiting consultation with United States Army Corps of Engineers as part of the Joint Permit Application. All associated files and permits will be made available to the Consultant during the Request for Proposal period.

A hazardous material corridor study has been completed for the Project. No environmental issues were found that could potentially impact the proposed Project construction. No additional analysis is anticipated.

A draft Joint Permit Application (JPA) for a United States Army Corps of Engineers Clean Water Act Section 404 Individual Permit and an Oregon Department of State Lands Individual Permit has been prepared. Consultant shall revise and update the JPA and submit to the regulatory

agencies. Consultant shall revise and update the stormwater management plan and submit for a Clean Water Act Section 401 certification from the Oregon Department of Environmental Quality. All draft files and permit applications will be made available to the Consultant during the Request for Proposal period.

A draft Biological Assessment for Endangered Species Act compliance has been prepared for the project. Consultant shall revise and update the biological assessment documents and initiate individual consultation with the National Marine Fisheries Service. All draft files and reports will be made available to the Consultant during the Request for Proposal period.

Boeckman Creek is known to support Native Migratory Fish (NMF) per Oregon's Fish Passage Law. Consultant shall design trail, pipeline, and culvert crossings of Boeckman Creek to meet Oregon Department of Fish and Wildlife (ODFW) hydraulic and streambed simulation fish passage design criteria and prepare fish passage plans in ODFW format that document post-project fish conditions and compliance with applicable fish passage criteria. All draft fish passage documents created to date will be made available to the Consultant during the Request for Proposal period.

Consultant shall prepare an Erosion and Sediment Control Plan for the Project meeting City of Wilsonville 1200-CA permit requirements and submit to Oregon Department of Environmental Quality (DEQ) for approval.

#### Task 6 – Public Involvement

A public engagement plan for the Project has been completed and three public engagement events have been held to date, including a Neighborhood Open House on May 25, 2023, a Pre-Design Open House on August 17, 2023, and a Preliminary (30%) Design Open House on September 11, 2024. A project update to City Council was held on October 7, 2024. Mailchimp email updates and SlickText text alerts have been utilized to date to keep interested community members informed of project updates. Project fact sheets have been developed and utilized for the Project.

All public engagement documents created to date, including open house materials and summaries, presentations, fact sheets, and Mailchimp and SlickText subscriber information will be made available to the Consultant during the Request for Proposal period.

Consultant shall continue public engagement work for the project, including an Advanced Design Open House, Construction Kickoff/Meet the Contractor Event, a Planning Commission update, and City Council update. The City desires continued public outreach through use of subscriber email and text message, if feasible.

Continued Public Engagement shall incorporate the City's existing public engagement tools, including Let's Talk, Wilsonville!, Boones Ferry Messenger, and social media platforms, utilizing these communication tools rather than paying for third party platforms.

Consultant shall prepare public information materials, including fact sheets, postcards, photographs, graphic illustrations, communications, exhibits, visualizations, presentations, surveys, summaries and other documents needed to support the planned activities. While existing public information content will be made available to the Consultant, development of new materials is expected. Consultant maintain and update an interested parties list and distribute a newsletter with project updates at a regular intervals for the duration of the project.

Consultant shall provide materials for the Advanced Design Open House to demonstrate how previous community feedback has been addressed through project design. In addition, the City is interested in exploring use of fly-thru animation showing corridor improvements. Consultant shall propose cost effective, production of a rendered animation to communicate project improvements and impacts to interested community members and elected officials.

#### Task 7 – Advance (60%) Design Documents

Consultant shall review all existing design documents, including design criteria and recommendation reports, and identify and propose modifications/revisions deemed prudent by the sewer pipeline and trail design professionals to meet design requirements, accessibility requirements, and minimize construction costs. Consultant is expected to utilize as much of the existing design documents as possible to advance design work to completion and prepare construction bid documents. However, review and update of slope stabilization design based on the results of Task 4 Geotechnical Investigation, as well as trail/maintenance access and sewer interceptor design is expected to minimize retaining wall heights and wall type complexity/costs, as well as temporary and permanent construction impacts to the Boeckman Creek greenway corridor.

Consultant shall prepare a complete set of advance design plans, special provisions, and cost estimate, including a stormwater drainage report, construction access plan, sewer bypass plan, and trail amenities plan. A draft landscape restoration approach shall be included with the advance design package, addressing tree and shrub restoration of the Boeckman Creek greenway and response to neighborhood trespassing concerns through landscape design.

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for Project based on 2018 ODOT Standard Specifications and 2017 Wilsonville Public Works Standards. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions. City will add advance plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the final design documents.

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) advance design review meeting after receipt of City advance review comments. Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

### Task 8 – Final (90%) Design Documents

Consultant shall prepare a complete set of final design plans, special provisions, bid schedule, bid item descriptions, and construction cost estimate. Final design documents shall incorporate all permitting conditions of approval and mitigation resulting from property acquisition negotiation. Consultant shall include the advance design comment log with responses to each comment.

City will add final plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the final construction documents.

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) final design review meeting after receipt of City final design review comments. Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

### Task 9 – Final Construction Bid Documents

Consultant shall prepare a final set of construction bid documents, including final design plans and special provisions stamped and signed by a Professional Engineer registered in the State of Oregon, as well as a final bid schedule, bid item descriptions, and construction cost estimate.

### Task 10 – Property Acquisition

Consultant shall identify location of necessary permanent and temporary easements needed for the project. Consultant shall provide legal descriptions for all acquisitions and provide survey and field staking in support of property assessor and right-of-way agent activities.

All Project related property acquisition documents to date, including title reports, existing easements, and ownership information for all properties within the project area and draft easement files, will be made available to the Consultant during the Request for Proposal period.

Consultant shall review existing property acquisition documents and determine if additional work is necessary. The City anticipates new legal descriptions will be necessary for all acquisitions as advance design documents are revised and approach completion of Task 7.

City to provide services of qualified real estate professionals, including property assessors and right-of-way agents, under a separate contract. Consultant shall support City and real estate professionals in property acquisition activities as needed, including answering design related questions and construction document modification based on acquisition settlement agreements.

City will obtain right-of-entry agreements from property owners necessary for Consultant to perform any additional field work on private property.

### Task 11 – Bidding Assistance

Consultant shall assist the City during Project construction bidding. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders

during the bidding process. Consultant shall prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Consultant shall review addenda necessary to clarify the construction bid documents upon request.

After contract award, Consultant shall produce conformed construction documents by incorporating issued addenda from the bidding process and update project plans and project special provisions.

## **Phase 2 – Construction Engineering Services**

### **Task 12 – Construction Administration**

Consultant shall attend the Project pre-construction meeting and regular construction meetings to be scheduled by the City and to be held at Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR. Consultant shall prepare meeting agendas, meeting materials, and meeting minutes.

Consultant construction administration scope of work will be determined at the time the Phase 2 – Construction Engineering Services contract amendment is negotiated. Consultant shall provide general construction administration for the Project, including but not limited to:

1. Review and approve submittals by the contractor upon requests by the City
2. Conduct periodic site visits as necessary
3. Verify compliance with permitting requirements and Oregon DEQ Clean Water SRF loan requirements
4. Clarify construction plans or contract documents upon requests by the City
5. Review Requests For Information (RFI's), Construction Contract Change Orders, and respond to Clarifications from the contractor upon request by the City
6. Produce changes to the plans as needed for reasons including changes in field conditions, conflicts, or changes to the plans authorized by the City

### **Task 13 – Construction Surveying**

Consultant surveying scope of work will be determined at the time the Phase 2 – Construction Engineering Services contract amendment is negotiated. Consultant shall anticipate providing construction surveying services in accordance with Oregon Department of Transportation requirements. In the event the construction contractor is made responsible for construction surveying services, Consultant shall provide quality control and assurance construction surveying services.

### **Task 14 – Consulting Arborist Services**

Consultant Arborist shall provide consultation during construction to monitor and document tree protection and provide the contractor with on-the-ground recommendations as needed. Each site visit will be followed by submittal of a tree protection monitoring report.

### Task 15 – Construction Inspection

Consultant construction inspection scope of work will be determined at the time the Phase 2 - Construction Engineering Services contract amendment is negotiated. Consultant shall provide qualified and experienced construction inspectors to provide daily construction inspection services to verify conformance with construction documents. Consultant shall coordinate materials and special inspection with 3rd party testing company, contracted separately with the City. Consultant shall prepare and submit to the City daily construction inspection reports on approved forms.

### Task 16 – Post-Construction Monumentation (If Required)

If required, Consultant shall provide post-construction monumentation meeting the requirements of ORS 209.155. Consultant shall verify the disturbance (or non-disturbance) of existing monuments previously documented and recorded and provide post-construction survey services as required. A post-construction survey shall be recorded with Clackamas County following construction and shall include all monuments replaced during construction and the verified locations of undisturbed monuments. Consultant shall be responsible for resetting all monuments disturbed during construction.

### Task 17 – As-Built Survey and Record Drawings

Consultant shall provide a topographic survey of the constructed improvements based on City of Wilsonville approved vertical datum, NAVD 88 Datum, including the locations, rim elevations, and pipe invert elevations for all constructed sanitary sewer structures and the Boeckman Creek Trail alignment and all associated amenities.

Consultant shall prepare a complete set of record drawings that reflect all changes made to the design during construction and documented by the post-construction topographic survey. The preliminary as-built plan set will be used to conduct the punch list walkthrough. As-Built record drawings shall be provided in PDF format, digitally stamped and signed by a Professional Engineer registered in the State of Oregon, and AutoCAD (current version) format.

## III. Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of their Proposal.

1. Proposer's project team shall include:
  - a. State of Oregon Registered Professional Engineer
  - b. Sewer pipeline design professional experienced in trenchless pipe installation alternatives analysis and design.
  - c. Professional Geotechnical Engineer experienced in slope stabilization alternatives analysis and design.
  - d. International Society of Arboriculture (ISA) Certified Arborist experienced in tree protection from construction impacts.

- e. Landscape design professional experienced in restoration of stream greenway corridors.
2. Proposer shall demonstrate a minimum of five (5) years' experience providing the types of services described within the Scope of Work of this Request for Proposals for public agencies.
3. Proposer shall not have a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.
4. Ability to provide Certificate of Insurance meeting the City's current insurance requirements.

#### IV. Proposal Requirements

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

##### Proposal Format

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8½" x 11" sheet.

Proposals shall be organized in accordance with the listed Proposal contents and shall not exceed 12 total sheets (24 total pages). Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or body text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

##### Introductory Letter

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

*"Proposer has received and examined, as part of the Proposal, Addenda No. \_\_\_ through \_\_\_. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."*

*"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."*

*"All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Wilsonville, without restriction or limitation of future use."*

#### Project Understanding

Proposals shall demonstrate the consultant's understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

#### Project Approach

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Each Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. **Describe Proposer's approach to incorporating/utilizing existing advance design project work in the continuation of the Project through final design and completion of construction bid documents.** Proposer is encouraged to identify work products that will need to be revised, restarted, or begun anew, and list additional or modified tasks necessary to continue the project work with as much specificity as can be provided at the time of this Request for Proposals.
2. Describe overall approach to project management.
3. Describe Proposer's approach and methodology for preparing project cost estimates, including the services being solicited by the RFP, as well as the cost of permits, acquisitions, and construction.

4. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.
5. Identify Proposer's specific team members, including key sub-consultants, and resources assigned to each task and activity of the RFP.
6. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.
7. Describe Proposer's approach to unanticipated issues that may arise during the Project.
8. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
9. Describe Proposer's approach and abilities to interact and engage stakeholders.
10. Identify and describe the deliverables that will result from each task and activity.
11. Identify key points of input and review with City staff.

#### Proposer's Experience

Proposals shall provide a brief work history of consultant's and any key sub-consultant's projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

1. Describe the consultant's and key sub-consultant's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Describe consultant and key sub-consultants' work experience that correspond with the Project needs, as identified in this RFP.
3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last five (5) years that best characterize Proposer's experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date.
  - Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
  - Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.
  - Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

#### Project Team Experience

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, key staff, and any sub-consultants or subcontractors to be assigned to this Project.

2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, including sub-consultants, to be assigned to this Project.
3. Identify the Project roles and responsibilities of all key personnel.
4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
5. Describe the extent of principal and project manager involvement.
6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

### Project Schedule

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

### Supporting Information

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: *“There is no additional information we wish to present.”*

## V. Proposal Submission

Proposers shall submit three (3) copies of the Proposal and one (1) electronic copy on a USB drive, sealed in an opaque envelope, plainly marked “Request for Proposals – Boeckman Creek Sewer Interceptor & Trail,” and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by **4:00 p.m., Pacific Time, on Wednesday, May 6, 2026.**

City of Wilsonville  
Attn: Zach Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

## VI. Proposal Evaluation and Selection

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and consultant presentations, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFP process.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal.

### Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

#### **EVALUATION CRITERIA**

Criteria	Maximum Score
Introductory Letter	Required
Project Understanding	10
Project Approach	40
Proposer's Experience	20
Project Team Experience	30
Project Schedule	Required
<hr/>	
Total	100 Points

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process. References will not be scored but will be considered and may be a deciding factor.

### Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of

Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

#### Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council, for contracts over \$100,000. The Wilsonville City Council will then make the final contract award decision.

### Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of Wilsonville  
Attn: Zach Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

OR

[weigel@wilsonvilleoregon.gov](mailto:weigel@wilsonvilleoregon.gov)

Award protests shall include “Boeckman Creek Sewer Interceptor & Trail – Award Protest” in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City’s written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City’s decision regarding the protest is final and concludes the administrative appeals process.

## VII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals	April 8, 2026
RFP Change Request Deadline	April 29, 2026, 5:00 p.m.
RFP Question Submission Deadline	April 29, 2020, 5:00 p.m.
Addenda Issuance Deadline	May 1, 2026, 5:00 p.m.
Proposals Due	May 6, 2026, 4:00 p.m.
Evaluation of Proposals Complete	May 15, 2026
Notice of Intent to Award	May 15, 2026
Award Protest Deadline	May 22, 2026, 5:00 p.m.
City Council Award	July 6, 2026, 7:00 p.m.
Notice of Award	July 7, 2026

## VIII. Pre-Proposal Meeting

There will be no pre-submittal meeting or site visit scheduled for this RFP.

## IX. RFP Documents

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070. The City of Wilsonville shall not be held responsible for the delivery of the documents. Contact Candi Garrett at (503) 570-1564 to obtain RFP documents by mail.

RFP documents can also be downloaded at [www.questcdn.com](http://www.questcdn.com), Project #10148644. For any assistance with free registration or downloading, contact QuestCDN customer service at (952) 233-1632.

## X. Project Manager

The City's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Zach Weigel, P.E.  
City Engineer  
Wilsonville Engineering Division

Contact at:  
(503) 570-1565  
[weigel@wilsonvilleoregon.gov](mailto:weigel@wilsonvilleoregon.gov)

## XI. RFP Questions

Proposers shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville  
Attn: Zach Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

OR

[weigel@wilsonvilleoregon.gov](mailto:weigel@wilsonvilleoregon.gov)

All questions shall include "Boeckman Creek Sewer Interceptor & Trail – RFP Questions" in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m., Pacific Time, on Wednesday, April 29, 2026**. Questions and answers will be provided by email to all firms on the RFP holders list.

Access to the City's Project Manager for telephone calls, emails, or other communication will be unrestricted during the RFP preparation period up until **5:00 p.m., Pacific Time, on Wednesday, April 29, 2026**. During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after **5:00 p.m., Pacific Time, on Wednesday, April 29, 2026** will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official other than the Project Manager concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

## XII. General RFP Information

### Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents by pick-up, standard mail, or download at [www.questcdn.com](http://www.questcdn.com).

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **Friday, May 1, 2026**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

### Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

*"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."*

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

### Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

### Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

### Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

### Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.

5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

Proposer shall also certify Proposer's state of residence.

#### Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.***

#### Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

#### RFP Protests and Change Requests

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Wilsonville  
Attn: Zach Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

OR

[weigel@wilsonvilleoregon.gov](mailto:weigel@wilsonvilleoregon.gov)

All change requests shall include "Boeckman Creek Sewer Interceptor & Trail – Change Request" in the subject line or written on the front of the envelope and be submitted, in writing, by **5:00 p.m., Pacific Time, on Wednesday, April 29, 2026**. Each request for change must specify the

provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

All protests shall include “Boeckman Creek Sewer Interceptor & Trail – RFP Protest” in the subject line or written on the front of the envelope and be submitted, in writing, by **5:00 p.m., Pacific Time, on Wednesday, April 29, 2026**. Each protest must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the protest.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

#### Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City’s selection decision.

#### City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

#### Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

#### Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

#### Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

#### Local and Federal Requirements

The City of Wilsonville intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected consultant is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all

employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

# Attachment A

## Sample Professional Services Agreement

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## CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Boeckman Creek Sewer Interceptor and Trail Project (“Project”) is made and entered into on \_\_\_\_\_ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and \_\_\_\_\_, a(n) \_\_\_\_\_ [*corporation/LLC*] (hereinafter referred to as “Consultant”).

### RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### **Section 1. Scope of Work**

Consultant shall diligently perform engineering consultant services for design of the Boeckman Creek Sewer Interceptor along the Boeckman Creek corridor between Boeckman Road, the Memorial Park Sewer Lift Station, and the Boeckman Creek Regional Trail South, according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

#### **Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2028, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

#### **Section 3. Consultant’s Services**

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans

and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including, but not limited to, strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing, but the City will not be responsible for any additional costs as a result of the Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed \_\_\_\_\_ **Dollars** (**\$\_\_\_\_\_**), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 19**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including, but not limited to, plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all-inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT) and any tariffs.

### **Section 5. City's Rights and Responsibilities**

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

### **Section 6. City's Project Manager**

The City's Project Manager is Zach Weigel. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

### **Section 7. Consultant's Project Manager**

Consultant's Project Manager is \_\_\_\_\_. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

### **Section 8. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to

representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

### **Section 9. Duty to Inform**

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

### **Section 10. Subcontractors and Assignments**

10.1. Consultant shall not subcontract with others for any of the Services prescribed herein, assign this Agreement, or assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Agreement without the written consent of the City will be void.

10.2. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 19** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

10.3. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 10.1**, or a valid amendment pursuant to **Section 19**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for work performed by others on behalf of Consultant).

10.4. Consultant shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of **Section 12**, below, and meet the same insurance requirements of Consultant under this Agreement.

10.5. The City has the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant must cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

## **Section 11. Consultant Is Independent Contractor**

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

## **Section 12. Consultant Responsibilities**

12.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers' compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

12.4. Because this contract is funded, in part, by federal funds, Consultant must comply with all the required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 13**, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.

### **Section 13. Required Federal Provisions**

This Agreement is funded, in whole or in part, with federal funds. Consultant must therefore comply with all of the following, in addition to the provisions listed above:

13.1. **Clean Air and Clean Water.** Consultant agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Consultant agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) “List of Violating Facilities,” and it will report any violation of use of prohibited facilities to the City. Consultant understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with federal assistance provided by the FTA.

13.2. **Energy Conservation.** Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.3. **Recovered Materials.** Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

13.4. **Lobbying Restrictions.** Consultant certifies, to the best of its knowledge and belief, that:

13.4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

13.4.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative

agreement, Consultant will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.4.3. Consultant will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**13.5. Access to Records and Reports.** The following federal access to records requirements apply to this Agreement:

13.5.1. Record Retention. Consultant agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

13.5.2. Retention Period. Consultant agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Consultant will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records will be maintained until the City, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

13.5.3. Access to Records. Consultant agrees to provide the City, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Consultant which are related to performance of this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Consultant also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

13.5.4. Access to the Sites of Performance. Consultant agrees to permit the FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

**13.6. Contract Work Hours and Safety Standards.** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction

employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

13.6.1. Records Retention. Consultant will maintain payrolls and basic payroll records during the course of performance of the Services under this Agreement and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

13.6.2. Access to Records. The records maintained pursuant to **Subsection 13.6.1** will be made available by Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Consultant will permit such representatives to interview employees during working hours on the job.

13.6.3. Subcontracts. Consultant will require the inclusion of the language of this **Section 13.6** within subcontracts of all tiers.

### 13.7. **Civil Rights Requirements.**

Under this Agreement, Consultant will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof:

13.7.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

13.7.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital

status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.7.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act” (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Consultant agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.7.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

### **13.8. Program Fraud and False or Fraudulent Statements and Related Acts.**

13.8.1. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

13.8.2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Consultant, to the extent the Federal Government deems appropriate.

13.8.3. Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed

that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **13.9. Suspension and Debarment.**

13.9.1. Consultant must comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Consultant is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

13.9.2. Consultant is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Consultant has certified as follows:

*The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

### **13.10. Trafficking in Persons.**

13.10.1. Consultant agrees that it and its employees that participate in the Project covered under this Agreement may not:

13.10.1.1. Withhold monthly progress payments;

13.10.1.2. Engage in forms of trafficking in persons during the period of time that this Agreement is in effect;

13.10.1.3. Procure a commercial sex act during the period of time that this Agreement is in effect; or

13.10.1.4. Use forced labor in the performance of the Agreement or any subcontracts thereunder.

13.10.2. Consultant agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

13.10.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

13.10.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

13.10.3. Consultant agrees to, and assures that each subrecipient will:

13.10.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

13.10.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

**13.11. Safe Operation of Motor Vehicles.** Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

**13.12. Federal Changes.** Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.

**13.13. Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Agreement and termination of this Agreement can be found in **Section 16**, below.

**13.14. No Obligation by the Federal Government.**

13.14.1. The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

13.14.2. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13.15. **Federal Transit Administration (FTA) Terms Controlling.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

## **Section 14. Indemnity**

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2.** For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation, to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

14.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement or within the prescribed timeframe.

## **Section 15. Insurance**

15.1. Insurance Requirements. Consultant must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all

risks arising directly or indirectly out of Consultant's activities or Services hereunder. Any and all agents or subcontractors with which Consultant contracts for any portion of the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Agreement:

15.1.1. Commercial General Liability Insurance. Consultant and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

15.1.2. Professional Errors and Omissions Coverage. Consultant and any applicable subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim and aggregate. Consultant and any applicable subcontractors shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant or subcontractors. Such policy shall have a retroactive date effective before the commencement of any work by Consultant or subcontractors on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

15.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractor will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per accident shall not be less than **Two Million Dollars (\$2,000,000)**.

15.1.4. Workers' Compensation Insurance. Consultant, any subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall

include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

15.1.5. Insurance Carrier Rating. Coverages provided by Consultant and any subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Services contemplated under this Agreement.

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage that fails to meet the terms of this Agreement, as provided above.

15.2. Primary Coverage. The coverage provided by the Commercial General Liability and Business Automobile Liability policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 16. Early Termination; Default**

16.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

16.1.3. By Consultant, effective upon seven (7) calendar days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) calendar day period by the City. Withholding of disputed payment is not a default by the City.

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) calendar days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) calendar day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

16.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

## **Section 17. Survival**

Termination under **Section 16** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 3.4, 10.4, 12.2, 14, 16.2, 20, 21, 22, and 23** will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 16**.

## **Section 18. Suspension of Services**

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension

is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

### **Section 19. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) business days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

### **Section 20. Access to Records**

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

### **Section 21. As-Builts/Property of the City**

Consultant must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including, but not limited to, spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

**Section 22. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class mail or certified mail, return receipt requested, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Zach Weigel, City Engineer  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Consultant: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 23. Miscellaneous Provisions**

23.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City’s sole discretion, will apply.

23.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

23.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

23.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers’ compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

23.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

23.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

23.7. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

23.8. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

23.9. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

23.10. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

23.11. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

23.12. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

23.13. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

23.14. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

23.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to

provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

23.16. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

23.17. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

23.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

23.19. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

**CITY:**

\_\_\_\_\_

CITY OF WILSONVILLE

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

APPROVED AS TO FORM:

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

Name: \_\_\_\_\_

City of Wilsonville Legal Counsel

EXHIBIT A  
SCOPE OF WORK

*[Placeholder]*

EXHIBIT B  
RATE SCHEDULE

*[Placeholder]*

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# Attachment B

## Supporting Information

Electronic access to all project documents through 60% design can be made available to prospective proposers by emailing a request for admittance to the Sharepoint file to:

City of Wilsonville  
Attn: Zach Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070  
Phone: (503) 570-1565  
Email: [weigel@wilsonvilleoregon.gov](mailto:weigel@wilsonvilleoregon.gov)

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### **Parkway Interceptor**

The Parkway Interceptor is located east of I-5 between Elligsen Road and Boeckman Road. The interceptor crosses I-5 near the Brenchley Estates subdivision. West of I-5, the interceptor conveys wastewater towards the Boberg Diversion Structure which is located on Boberg Road north of SW Barber Street. This diversion structure routes wastewater through the Parkway Interceptor's lower branch with overflows to a lateral pipeline heading south on Boberg Road. Both the Parkway Interceptor and the overflow pipeline discharge into the Coffee Creek Interceptor at SW Kinsman Road.

- *Parkway Interceptor* (CIP-09) – The interceptor has capacity for existing customers and future development within the UGB. Improvements are required to the upper segments of the interceptor (west of I-5) to accommodate growth in the URA. The Parkway Interceptor has isolated pipe “bellies” that have sagged over time creating sediment deposition and contributed to surcharging (see condition-based improvements discussion later in this section). The condition-based improvements are likely to occur prior to capacity upgrades. At the time of the condition improvements, sizing for build-out should be considered.
- *Boberg Diversion Structure* (CIP-11) – Modifications are required to the existing diversion structure to lower the overflow weir and provide a more efficient flow split between the Parkway Interceptor and the lateral heading south on Boberg Road. This improvement will allow more effective use of available downstream pipeline capacity and avoid upsizing of the lower Parkway Interceptor. The improvement is recommended for all scenarios and is additionally identified as a “condition-based” improvement.

### **Canyon Creek Pump Station**

The Canyon Creek Pump Station is located near the intersection of Canyon Creek Road and SW Thornton Drive. The pump station (CIP-08) requires capacity improvements for all scenarios to accommodate growth in the URA north of the Canyon Creek Interceptor. To accommodate peak flows from the high, medium, and low density scenarios, the pump station firm capacity requirements are 1,100 gpm, 900 gpm, and 800 gpm respectively. The improvement is only required if the UGB is expanded to serve the applicable URA north of Canyon Creek.

### **Boeckman Interceptor**

The upper segments of the Boeckman Interceptor are located on the west side of Boeckman Creek extending from Boeckman Road to the Memorial Park pump station. The interceptor has adequate capacity for existing customers and proposed development in the UGB including Advance Road School and Frog Pond. The interceptor requires improvement for all scenarios to accommodate growth in the Advance Road URA and the URA adjacent to Elligsen Road and 65<sup>th</sup> Avenue. The improvement is divided into two project phases:

- ***Boeckman Interceptor Phase 1* (CIP-05) – This segment extends from Hathaway Park (confluence with High School Interceptor) to Memorial Park Pump Station. Improvement pipe sizes range from 18 to 24-inches.**
- ***Boeckman Interceptor Phase 2* (CIP-06) – This segment is the upper portion of the interceptor and extends from Boeckman Road to Hathaway Park (confluence with High School Interceptor). The improvement pipe size is 18-inches.**

The City has discussed potential Boeckman Creek trail and access road improvements to be constructed in conjunction with the Boeckman Interceptor improvements, but funded independently. Planning and construction of the interceptor may also require an extended timeframe due to specific environmental mitigation associated with adjacent creek and wetland corridors.

### ***Memorial Park Pump Station and Force Main***

The Memorial Park Pump Station is located in Memorial Park immediately north of the sports fields. It is situated at the downstream end of the Boeckman Creek Interceptor main branch within the flood plain of Boeckman Creek. The pump station (CIP-03) requires capacity improvements to accommodate growth in the UGB, Advance Road URA, and the URA adjacent to Elligsen Road and 65<sup>th</sup> Avenue. To accommodate peak flows from the high, medium, and low density scenarios, the pump station firm capacity requirements are 3,800 gpm, 3200 gpm, and 2700 gpm respectively. Based on the high density scenario, the existing pump station has capacity to serve Advance Road School and approximately 40% of Frog Pond development prior to improvement. The pump station requires improvements to serve the remainder of Frog Pond, Advance Road URA, and Elligsen Road URA. The existing force main has capacity to serve Advance Road School, Frog Pond, and Advance Road URA prior to improvement. The force main requires improvement only to serve the Elligsen Road URA. The Memorial Park pump station and force main improvements are additionally identified as a “condition-based” improvement later in this due to its location in the floodplain.

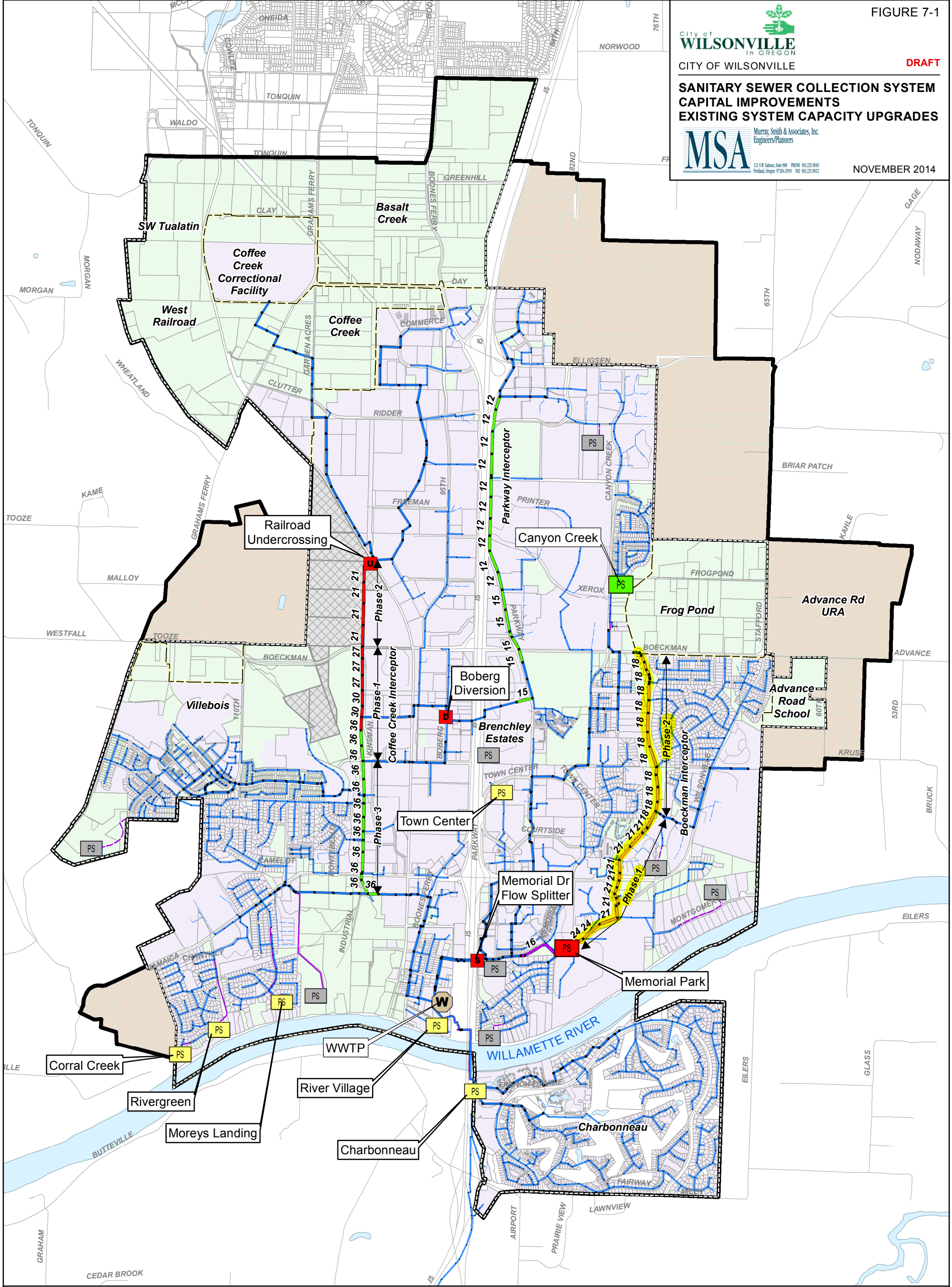
### ***Memorial Drive Flow Splitter Structure***

The Memorial Drive flow splitter is located in a manhole near the intersection of SW Parkway Avenue and Memorial Drive, downstream of the Boeckman Creek Interceptor and Memorial Park Pump Station, and east of Interstate 5. Flows are split into an existing 15-inch diameter reinforced concrete pipe and a parallel 18-inch diameter PVC pipe; both run west under Interstate 5 and combine again along Fir Street.

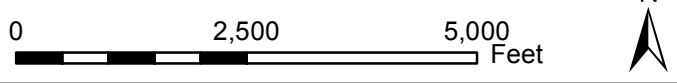
Table 7-1 Capital Improvement Program, Existing System Capacity Upgrades for Future Development

Project ID No.	Project Information				Estimated Cost <sup>1,2</sup>	Prioritization Category	Time Frame <sup>3</sup>	Driver	Percent Related to Growth <sup>5</sup>
	Name	Type	Description <sup>4</sup>	Project Limits					
CIP-01	Coffee Creek Interceptor Railroad Undercrossing	Undercrossing	160 LF 21"Ø, Railroad Undercrossing	Under P&W Railroad	\$480,000	UGB	0-5 Years	The existing undercrossing has capacity to serve Coffee Creek development and approximately 13% of Basalt Creek, West Railroad, and SW Tualatin development prior to improvement. May require bore and jack construction.	65%
CIP-02	Coffee Creek Interceptor Phase 1	Gravity - Pipe Upsizing	1030 LF 27"Ø; 610 LF 30"Ø; 1,020 LF 36"Ø	From Boeckman Road to Barber Street	\$2,600,000	UGB	0-5 Years	Kinsman Road Construction Project. The existing interceptor has capacity to serve Coffee Creek development. Improvements are required for development of Basalt Creek, West Railroad, and SW Tualatin.	60%
CIP-03	Memorial Park Pump Station <sup>6</sup>	Pump Station + Force Main - Upsizing & Relocation	1,220 LF 16"Ø FM; Pump station relocation/expansion to 3,800 gpm	Pump Station relocation within Memorial Park, Force main from pump station to Rogue Ln	\$5,130,000	UGB	6-10 Years	Flood plain impacts, Frog Pond & Advance Rd School development. Existing pump station can serve Advanced Road School and approximately 40% of Frog Pond development prior to improvement. Existing force main has capacity to serve Advanced Road School, Frog Pond, and Advanced Road URA prior to improvement.	85%
CIP-04	Coffee Creek Interceptor Phase 2	Gravity - Pipe Upsizing	2,000 LF 21"Ø	From P&W Railroad to Boeckman Road	\$1,700,000	UGB	6-10 Years	The existing interceptor has capacity to serve Coffee Creek development and approximately 25% of Basalt Creek, West Railroad, and SW Tualatin development prior to improvement.	65%
CIP-05	Boeckman Interceptor Phase 1	Gravity - Pipe Upsizing	2,320 LF 18"Ø; 920 LF 21"Ø; 970 LF 24"Ø	From High School Interceptor to Memorial Park Pump Station	\$4,270,000	Advance Road URA	6-10 Years	URA development (adjacent to Advance Road and Frog Pond). The existing interceptor has capacity to serve Advance Road School and Frog Pond.	80%
CIP-06	Boeckman Interceptor Phase 2	Gravity - Pipe Upsizing	3,760 LF 18"Ø;	From Boeckman Road to High School Interceptor	\$3,240,000	Advance Road URA	6-10 Years	URA development (adjacent to Advance Road and Frog Pond). The existing interceptor has capacity to serve Advance Road School and Frog Pond.	100%
CIP-07	Master Plan Update	Other	Update the Collection System Master Plan	N/A	\$300,000	URA	6-10 Years	5-10-years or significant URA development	70%
CIP-08	Canyon Creek Pump Station	Pump Station - Upsizing	Pump station expansion to 1,100 gpm	Existing pump station	\$865,000	URA	11-20 Years	URA development	80%
CIP-09	Parkway Interceptor	Gravity - Pipe Upsizing	4,540 LF 12"Ø; 2,150 LF 15"Ø	From Elligsen Road to Boeckman Road	\$4,360,000	URA	11-20 Years	URA development (east of Basalt Creek)	60%
CIP-10	Coffee Creek Interceptor Phase 3	Gravity - Pipe Upsizing	4,090 LF 36"Ø	From Barber Street to Orepac Avenue	\$6,000,000	URA	11-20 Years	URA development (east of Basalt Creek)	65%
				<b>Total</b>	\$28,945,000				

**SANITARY SEWER COLLECTION SYSTEM  
CAPITAL IMPROVEMENTS  
EXISTING SYSTEM CAPACITY UPGRADES**



WWTP	Pipe Public	Urban Growth Boundary	<b>Other Improvement</b>	<b>Pipeline Improvement</b>
Public Pump Station	Pipe Private	City Boundary	Flow Diversion	UGB, Gravity
Private Pump Station	Forcemain Public	Study Area	Flow Splitter	Advance Road URA, Gravity
Manhole	Forcemain Private	Metro Open Space	Undercrossing	Advance Road URA, Forcemain
	<b>Development (2014)</b>	Developed UGB	<b>Pump Station Improvement</b>	URA, Gravity
	Undeveloped UGB	UGB	URA	
	Urban Reserve			



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WILSONVILLE BICYCLE AND PEDESTRIAN MASTER PLAN PROJECT MATRIX								
PROJECTS								
ID	Project	From - To	Type	Description	Length (miles)	Lead Responsibility	Priority	Planning Level Cost Estimate (Excluding Property Acquisition/Easement) See Cost Estimate Worksheet for Cost Breakdown
<b>REGIONAL TRAILS</b>								
R1*	Tonquin Trail	Tualatin / Sherwood - Metro Greenspace (Waterfront Trail connection)	Shared use path, on-street	Regional trail would connect Tualatin / Sherwood with west Wilsonville, Coffee Lake Natural Area, Villebois and the Graham Oaks Natural Area. Connections to the trail will be provided at Wilsonville Road, throughout Villebois, Boeckman Road, Cahalin Road, and BPA Powerline easement	4.0	Metro, Wilsonville, Tualatin, Sherwood, Villebois	1	\$2,900,000
R2	Stafford Spur Trail	Canyon Creek Park to planned Stafford Trail (Boeckman Creek Trail / Wiedeman Trail connection)	Shared use path	Regional trail would connect the neighborhoods and employers of east Wilsonville with Lake Oswego and the planned regional Stafford Trail.	3	Metro, Wilsonville, Lake Oswego, Three Rivers Land Conservancy	3	\$1,600,000
R3*	Boeckman Creek Trail	Memorial Park to Canyon Creek Park (Stafford Spur Trail / Wiedeman Trail connection)	Shared use path, boardwalk	Regional trail would follow Boeckman Creek north from Memorial Park, connecting with the existing community pathway crossing Boeckman Creek and continuing north to Canyon Creek Park, providing an off-street north-south alternative. Will require a comprehensive public process prior to implementation.	2.4	Wilsonville, Metro	1	\$1,900,000
R4	Waterfront Trail	Metro Greenspace to Memorial Park (connecting Tonquin Trail and Boeckman Creek Trail)	Shared use path, on-street	Regional Trail would connect the Metro Greenspace on the western edge of Wilsonville with the Water Treatment Plant, Boones Ferry Park and Memorial Park while providing greater access and opportunities to view the Willamette River. Future waterfront trail envisioned only if or when land-use changes to a more compatible use. Until that time, due to the ownership and operation of Willamette Concrete, a trail is not appropriate. Any trail through private property will require the negotiation of an easement from the property owners before any trail will be considered.	2.8	Wilsonville, Metro	2	\$1,400,000
R4a	Memorial Park to Boones Ferry Park Trail improvements	Underneath I-5	Shared use path	Improving the condition of the trail as it passes underneath the I-5 Boone Bridge by removing the Jersey barriers and installing bollards, widening the trail to 10 feet, adding appropriate pedestrian features such as benches, and altering the grade of the path underneath the underpass to make it more easily accessible.	0.14	Wilsonville, ODOT	2	\$50,000
R5*	Willamette River Bridge	Connection across Willamette River	shared use bridge	Regional trail would provide non-motorized users a safe and comfortable alternative to using I-5 when crossing the Willamette River.	0.9	Wilsonville, Metro	1	\$7,000,000 - \$12,000,000
R6	Wiedeman Road Trail	Canyon Creek Park to Coffee Lake Natural Area (Tonquin Trail / Boeckman Creek Trail, Stafford Spur Trail connection)	Shared use path, on street	Regional trail would connect Coffee Lake Natural Area and the Tonquin Trail with Canyon Creek Park and the Boeckman Creek Trail and Stafford Spur Trail. Regional trail provides an east-west alternative to either Elligsen Road or Boeckman Road.	2.0	Wilsonville, Metro, Clackamas County	varies	\$4,400,000
R6a	Wiedeman Road Trail - Phase 1	Canyon Creek Rd to Parkway Ave	Shared use path	Portion of the regional trail that would provide an off-street connection from Parkway Ave near the Xerox campus to the Canyon Creek Park and the residential section Wilsonville	0.6	Wilsonville	1	\$330,000
R6b	Wiedeman Road Trail - Phase 2	I-5 to Tonquin Trail	Shared use path, on-street	Portion of trail which would cross I-5 on an overpass connecting to the Tonquin Trail utilizing primarily on-street connections on Boones Ferry Rd and Freeman Dr.	1.0	Wilsonville, Metro	2	\$3,300,000

## 2. Recommended Bicycle and Pedestrian Network

### R3: Boeckman Creek Trail

#### Description

The Boeckman Creek Trail is a critical piece of the potential regional trail loop around Wilsonville, linking to Memorial Park to the South, the Tonquin Trail to the West, and the Stafford Spur Trail to the East.

Establishing the Boeckman Creek Trail as a regional trail would increase its usage, provide a much needed north-south bikeway/walkway corridor and offer an amazing community amenity. This would entail adding a hard surface to facilitate non-motorized travel by wheeled vehicles such as wheelchairs, bicycles, inline skates, and skateboards.

There is an unpaved service road parallel to Boeckman Creek between Wilsonville Road and Boeckman Road. This connection is currently used as an "unofficial" recreation trail by bicyclists and pedestrians.

Surfacing options include permeable or non-permeable asphalt or concrete, sand seal, crushed granite or rock. Other amenities such as benches, art, and interpretive signs could be added.

#### Type/Width

Paved shared-use path / 10 - 12 ft

#### Length

2.4 miles from Memorial Park to Canyon Creek Park

#### Ownership

City of Wilsonville, Clackamas County, private property

#### Key Land Uses/Destinations

Serves residents throughout Wilsonville, particularly those living on the east side of the freeway. Provides connections to neighborhoods, planned development in the Frog Pond area, Memorial Park and the river, Wilsonville High School and Boeckman Creek Elementary School, Canyon Creek Park, Mentor Graphics and Xerox.

#### Issues

- Environmental constraints with regards to building close to the creek and within a sensitive habitat.
- Neighborhood concerns regarding safety and security due to greater access to the creek.
- Finding and creating multiple access points to the trail.
- Ensuring suitable connections to Wilsonville Road and Boeckman Creek Road.

#### Planning-Level Cost Estimate

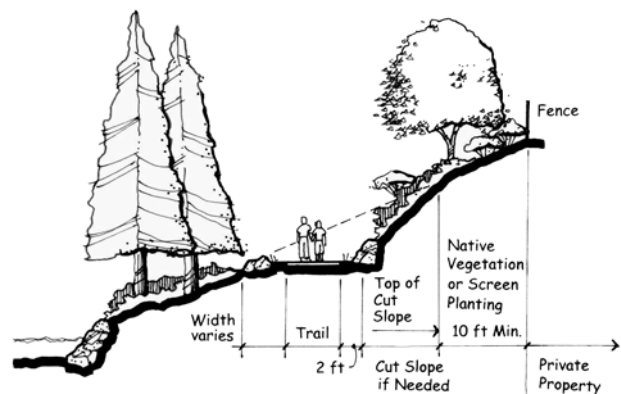
\$1.5 - 2.5 million



Existing condition along Boeckman Creek

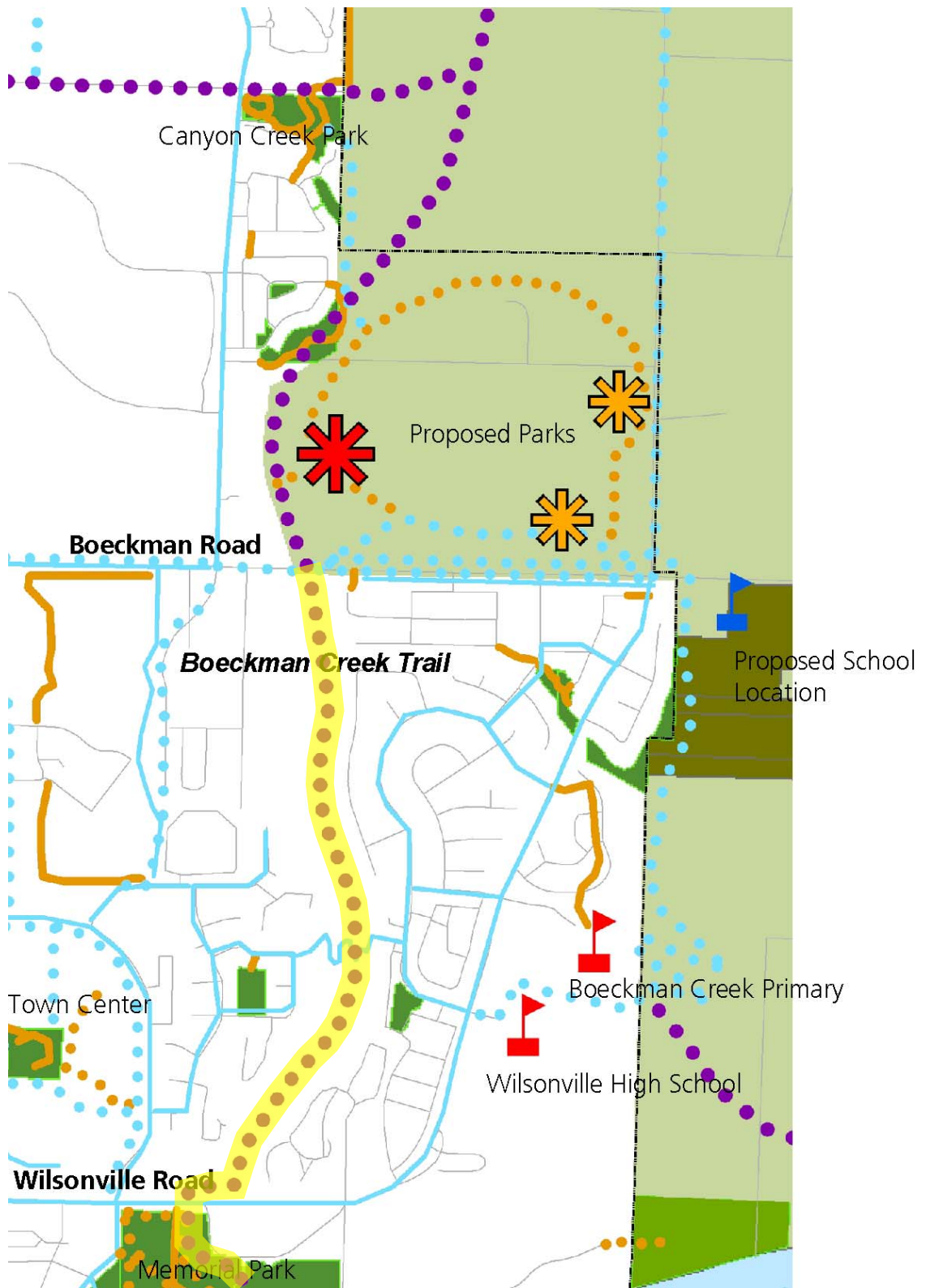


Existing bridge crossing Boeckman Creek



A shared-use path next to a creek

### R3: Boeckman Creek Trail



# Map 1. Wilsonville Bicycle and Pedestrian Concept Map

## REGIONAL TRAILS

- 1 Tonquin Trail
- 2 Stafford Spur Trail
- 3 **Boeckman Creek Trail**
- 4 Waterfront Trail
- 5 Willamette River Crossing Trail
- 6 Wiedeman Road Trail

## COMMUNITY WALKWAY / BIKEWAY

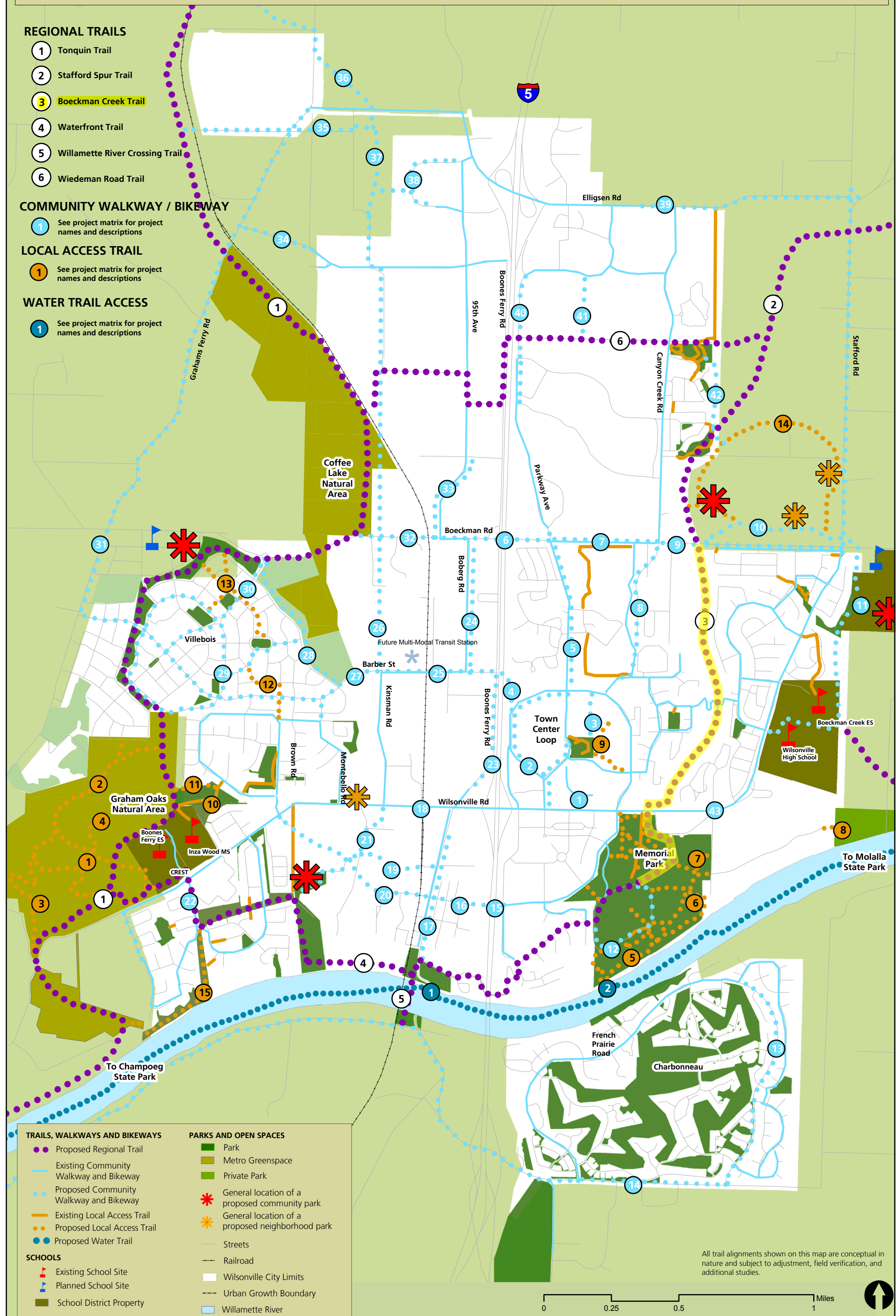
- 1 See project matrix for project names and descriptions

## LOCAL ACCESS TRAIL

- 1 See project matrix for project names and descriptions

## WATER TRAIL ACCESS

- 1 See project matrix for project names and descriptions



### TRAILS, WALKWAYS AND BIKEWAYS

- Proposed Regional Trail
- Existing Community Walkway and Bikeway
- Proposed Community Walkway and Bikeway
- Existing Local Access Trail
- Proposed Local Access Trail
- Proposed Water Trail

### PARKS AND OPEN SPACES

- Park
- Metro Greenspace
- Private Park
- General location of a proposed community park
- General location of a proposed neighborhood park

### SCHOOLS

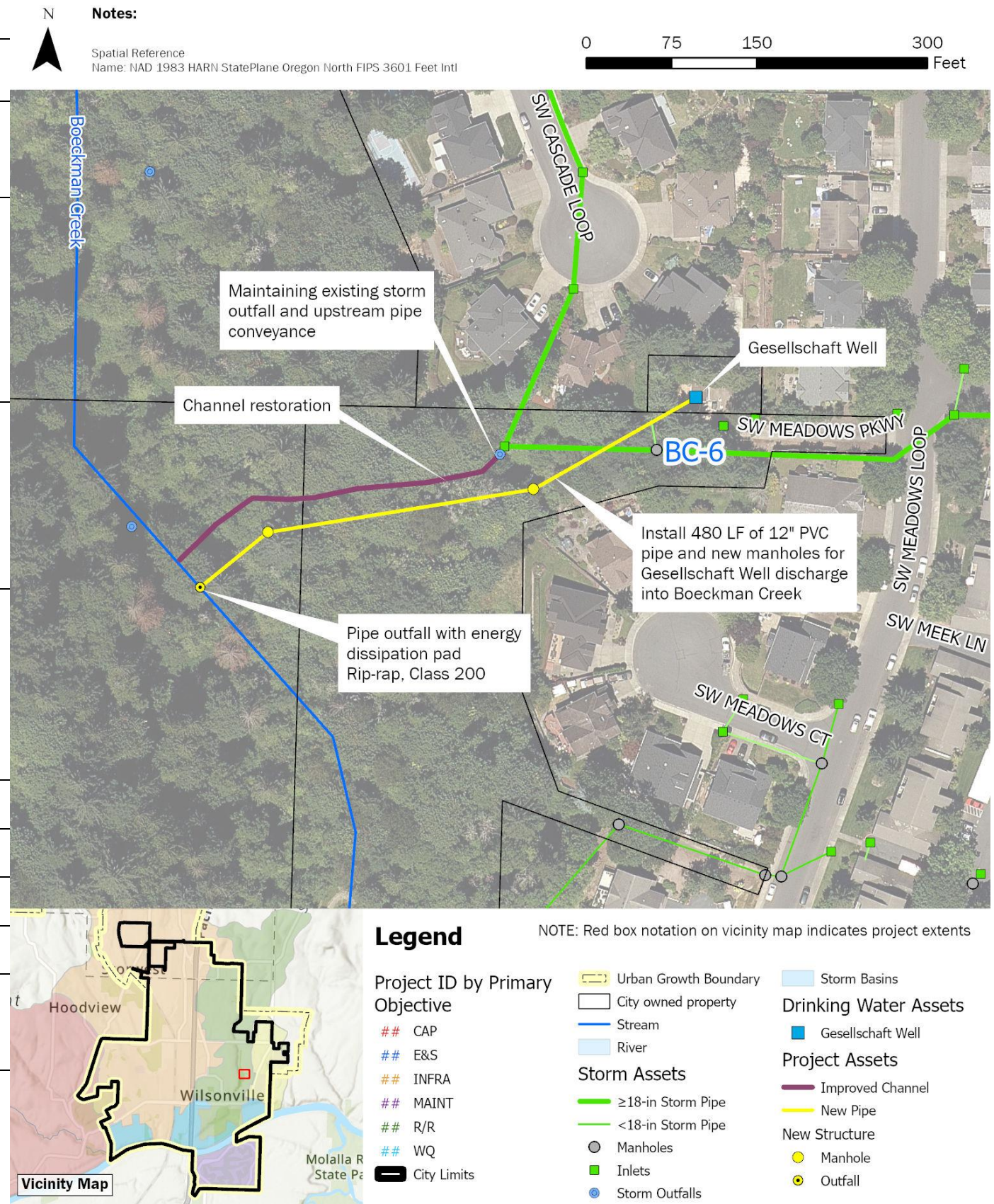
- Existing School Site
- Planned School Site
- School District Property

- Streets
- Railroad
- Wilsonville City Limits
- Urban Growth Boundary
- Willamette River

All trail alignments shown on this map are conceptual in nature and subject to adjustment, field verification, and additional studies.



<b>BC-6</b>	<b>Gesellschaft Water Well Channel Restoration</b>		
<b>Project Objective(s)</b>	Erosion/Sediment Control Maintenance		
<b>Project Opportunity ID</b>	41	<b>Contributing Drainage Area (acres)</b>	25 acres
<b>Estimated Existing Impervious Area (%)</b>	39.7%	<b>Estimated Future Impervious Area (%)</b>	39.9%
<b>Project Location</b>	This project is in the Boeckman Creek riparian area, near Wilsonville High School, at the Gesellschaft Well site (29001 SW Meadows Parkway). The area is directly west of SW Meadows Loop and bounded to the west by Boeckman Creek and SW Meadows Parkway to the north.		
<b>Statement of Need</b>	Weekly potable discharge from the Gesellschaft drinking water well and contributing stormwater runoff have caused severe erosion of the existing drainage channel to Boeckman Creek. The Gesellschaft well provides backup water supply and the City exercises the water well weekly to maintain quality and regulatory compliance. Under Capital Project #7054 (Fiscal Year 2015-2017) the City installed an asphalt apron and gabion boxes in three locations, but they have been undermined and are no longer effective at dissipating energy. The area is currently overgrown with blackberry brambles and inaccessible to conduct routine maintenance.		
<b>Project Description</b>	Project details are as follows: <ul style="list-style-type: none"> <li>• Install approximately 480 LF of 12" PVC with 2 new MHS top pipe the weekly discharge from the well to the bottom of the slope into Boeckman Creek and bypass the existing drainage channel.</li> <li>• Install outfall and energy dissipation pad with Class 200 riprap.</li> <li>• Restore the eroded discharge channel (approximately 310 LF) through the installation of coir log check dams, coir matting, and re-vegetating with native trees and shrubs.</li> </ul>		
<b>Design Considerations / Assumptions</b>	<ul style="list-style-type: none"> <li>• Project need was identified in the 2012 SMP (BC-4).</li> <li>• Existing outfall (STD3008) and upstream stormwater pipes can remain as is for the contributing 25-acre drainage area.</li> <li>• The weekly discharge rate from the drinking water well is unknown. The pipe is sized based on the City's PWS and the smallest acceptable diameter for the public system. ODWR well logs were reviewed to verify pipe sizing.</li> <li>• Water discharge conveyance designed to comply with stormwater conveyance standards.</li> </ul>		
<b>Estimated Project Cost</b>	Capital Expense Total	\$279,000	
	Design / Construction Admin. (13.5%)	\$38,000	
	Engineering & Permitting (30%)	\$84,000	
	<b>Total Cost</b>	<b>\$400,000</b>	
<b>Project Cost Notes</b>	<ul style="list-style-type: none"> <li>• Connection to the well discharge point unknown and not included in cost estimate.</li> <li>• Channel restoration estimates are based on 2012 SMP and City staff feedback; the site was inaccessible during site visits.</li> </ul>		



City of Wilsonville  
Project No: 156157

Wilsonville Stormwater Master Plan

### Capital Project Summary

#### BC-6 - Gesellschaft Water Well Channel Restoration

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# Attachment C

## Oregon DEQ Clean Water State Revolving Fund Requirements

### Documents required prior to signing construction funds loan (or amendment):

- **Plans and specifications**  
Submit draft plans at both the 60% and 90% stage for DEQ review and comment. DEQ must approve or accept plans and specifications before construction. Final DEQ approved plans with a DEQ Engineer approval letter are required.
- **Land use compatibility statement**  
Submit a completed Land Use Compatibility Statement for the proposed project with signatures by the local land-use planning authorities. Attach any conditions. Forms included below.
- **State environmental review process**  
Submit all necessary documentation to support DEQ's review of the entire project's potential environmental impacts, including an analysis of a no action alternative and any other reasonable alternatives considered

The State Environmental Review process generally has two steps – Consultation with Crosscutting authorities and DEQ review and public comment period. This process is further described in the Applicant Guide to the State Environmental Review Process (see below).

Borrowers are encouraged to initiate this requirement as soon as the project's potential environmental impact is knowable, usually at the 30% draft plans and specifications stage.

- **Cost and effectiveness certification**  
Any municipality or inter-municipal, interstate or state agency using Clean Water State Revolving Fund loan funds must submit a completed certification to demonstrate that the loan funded project is the most cost-effective approach to achieving the project's water quality goals. Additional information about what to include in the analysis is available as Cost and Effectiveness Analysis Guide; the certification form is available as Cost and Effectiveness Certification form, both attached below.
- **Useful life**  
Complete and submit DEQ spreadsheet to calculate how long it will be before the project must be replaced. The project useful life must be greater than the loan term. The spreadsheet is available as Useful Life Spreadsheet at:

<https://www.oregon.gov/deq/wq/Documents/UsefulLifeSpreadsheet.xlsx>.

- **Domestic procurement: American Iron and Steel and Build America Buy America**  
Submit an email stating a member of borrower's or primary engineering firm's staff must review the AIS and BABA presentation. Available as Domestic Preference Overview - American Iron and Steel and Build America, Buy America. The staff member must email the regional project officer that the presentation was reviewed. Slide presentation is available at:

<https://www.oregon.gov/deq/wq/Documents/cwsrf-bc15slides.pdf>

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# Land Use Compatibility Statement

## What is a land use compatibility statement?

A LUCS is a form developed by DEQ to determine whether a DEQ permit or approval will be consistent with local government comprehensive plans and land use regulations.

## Why is a LUCS required?

DEQ and other state agencies with permitting or approval activities that affect land use are required by Oregon law to be consistent with local comprehensive plans and have a process for determining consistency. DEQ activities affecting land use and the requirement for a LUCS may be found in [Oregon Administrative Rules chapter 340, division 18](#).

## When is a LUCS required?

A LUCS is required for nearly all DEQ permits and certain approvals of plans or related activities that affect land use prior to issuance of a DEQ permit or approval. These permits and activities are listed in section 1.D on p. 1 of the LUCS form. A single LUCS can be used if more than one DEQ permit or approval is being applied for concurrently.

Permit modifications or renewals also require a LUCS when any of the following applies:

1. Physical expansion on the property or proposed use of additional land
2. Alterations, expansions, improvements or changes in method or type of disposal at a solid waste disposal site as described in
3. A significant increase in discharges to water
4. A relocation of an outfall outside of the source property
5. Any physical change or change of operation of an air pollutant source that results in a net significant emission rate increase as defined in

## How to complete a LUCS

Step	Who Does It?	What Happens?
1	Applicant	Applicant completes Section 1 of the LUCS and submits it to the appropriate city or county planning office.
2	City or County Planning Office*	City or county planning office completes Section 2 of the LUCS to indicate whether the activity or use is compatible with the acknowledged comprehensive plan and land use regulations, attaches written findings supporting the decision of compatibility, and returns the signed and dated LUCS to the applicant.
3	Applicant	Applicant submits the completed LUCS and any supporting information provided by the city or county to DEQ along with the DEQ permit application or approval request.

\* Review is needed by the city **and** county if both have jurisdiction.

## Where to get help

For questions about the LUCS process, contact the DEQ staff responsible for processing the permit or approval. DEQ staff may be reached at 1-800-452-4011 (toll-free, inside Oregon) or 503-229-5630. For general questions, please contact [DEQ land use staff](#).

## Translation or other formats

Español | 한국어 | 繁體中文 | Русский | Tiếng Việt | العربية  
800-452-4011 | TTY: 711 | [deqinfo@deq.oregon.gov](mailto:deqinfo@deq.oregon.gov)

## **Cultural resources protection laws**

Applicants involved in ground-disturbing activities should be aware of federal and state cultural resources protection laws. ORS 358.920 prohibits the excavation, injury, destruction, or alteration of an archeological site or object or removal of archeological objects from public and private lands without an archeological permit issued by the State Historic Preservation Office. 16 USC 470, Section 106, National Historic Preservation Act of 1966 requires a federal agency, prior to any undertaking, to consider the effect of the undertaking that is included on or eligible for inclusion in the National Register.

For further information, contact the [State Historic Preservation Office](#) or 503-986-0690.

## **Non-discrimination statement**

DEQ does not discriminate on the basis of race, color, national origin, disability, age, sex, religion, sexual orientation, gender identity, or marital status in the administration of its programs and activities. Visit DEQ's [Civil Rights and Environmental Justice page](#).

## Oregon DEQ Land Use Compatibility Statement

SECTION 1 - TO BE COMPLETED BY APPLICANT	
<b>1A. Applicant Name:</b>	<b>1B. Project Name:</b>
<b>Contact Name:</b>	<b>Physical Address:</b>
<b>Mailing Address:</b>	<b>City, State, Zip:</b>
<b>City, State, Zip:</b>	<b>Tax Lot #:</b>
<b>Telephone:</b>	<b>Township:            Range:            Section:</b>
<b>Tax Account #:</b>	<b>Latitude:</b>
	<b>Longitude:</b>
<b>1C. Describe the project, include the type of development, business, or facility and services or products provided (attach additional information if necessary):</b>	
<b>1D. Check the type of DEQ permit(s) or approval(s) being applied for at this time.</b>	
<input type="checkbox"/> Air Quality Notice of Construction <input type="checkbox"/> Air Contaminant Discharge Permit  <input type="checkbox"/> Air Quality Title V Permit <input type="checkbox"/> Air Quality Indirect Source Permit <input type="checkbox"/> Parking/Traffic Circulation Plan <input type="checkbox"/> Solid Waste Land Disposal Site Permit <input type="checkbox"/> Solid Waste Treatment Facility Permit <input type="checkbox"/> Solid Waste Composting Facility Permit (includes Anaerobic Digester) <input type="checkbox"/> Conversion Technology Facility Permit <input type="checkbox"/> Solid Waste Letter Authorization Permit <input type="checkbox"/> Solid Waste Material Recovery Facility Permit <input type="checkbox"/> Solid Waste Energy Recovery Facility Permit <input type="checkbox"/> Solid Waste Transfer Station Permit <input type="checkbox"/> Solid Waste - Waste Tire Storage Site Permit <input type="checkbox"/> Solid Waste Commingled Recycling Processing Facility Permit <input type="checkbox"/> Solid Waste Limited Sort Facility Permit	<input type="checkbox"/> Hazardous Waste Treatment, Storage, or Disposal Permit <input type="checkbox"/> Pollution Control Bond Request <input type="checkbox"/> Clean Water State Revolving Fund Loan Application <input type="checkbox"/> Wastewater and Sewer Construction Plan and Specifications (new and modified systems) <input type="checkbox"/> Water Quality NPDES Individual Permit <input type="checkbox"/> Water Quality WPCF Individual Permit (for onsite construction-installation permits use the DEQ <a href="#">Onsite LUCS form</a> ) <input type="checkbox"/> Water Quality NPDES Stormwater General Permit (1200-A, 1200-C, 1200-CA, 1200-COLS, and 1200-Z) <input type="checkbox"/> Water Quality General Permit (all general permits, except 600, 700-PM, 1700-A, and 1700-B when they are mobile.) <input type="checkbox"/> Water Quality 401 Certification for federal permit or license
<b>1E. This application is for:</b> <input type="checkbox"/> Permit Renewal <input type="checkbox"/> New Permit <input type="checkbox"/> Permit Modification <input type="checkbox"/> Other:	

## Oregon DEQ Land Use Compatibility Statement

SECTION 2 - TO BE COMPLETED BY CITY OR COUNTY PLANNING OFFICIAL		
<b>Applicant Name:</b>	<b>Project Name:</b>	
<p><b>Instructions:</b> Written findings of fact for all local decisions are required; written findings from previous actions are acceptable. For uses allowed outright by the acknowledged comprehensive plan, DEQ will accept written findings in the form of a reference to the specific plan policies, criteria, or standards that were relied upon in rendering the decision with an indication of why the decision is justified based on the plan policies, criteria, or standards.</p>		
<p><b>2A. The project is located:</b>    <input type="checkbox"/> Inside city limits    <input type="checkbox"/> Inside UGB    <input type="checkbox"/> Outside UGB</p>		
<p><b>2B. Name of the city or county that has land use jurisdiction</b> (the legal entity responsible for land use decisions for the subject property or land use):</p> <p><input type="checkbox"/> This project or land use is not within the land use jurisdiction of any other city or county.</p> <p><input type="checkbox"/> This project is also within the land use jurisdiction of the following city or county:</p>		
<p><b>2C. Is the activity a composting facility?</b>    <input type="checkbox"/> No    <input type="checkbox"/> Yes; SB 462 (2013) notification requirements have been met.</p>		
<p><b>2D. Is the activity or use compatible with your acknowledged comprehensive plan as required by OAR 660-031?</b>                      Please complete this form to address the activity or use for which the applicant is seeking approval (see 1.C on the previous page). If the activity or use is to occur in multiple phases, please ensure that your approval addresses the phases described in 1.C. For example, if the applicant's project is described in 1.C as a subdivision and the LUCS indicates that only clearing and grading are allowed outright but does not indicate that the subdivision is approved, DEQ will delay its permit issuance until approval for the <i>entire</i> subdivision is obtained from the local planning official.</p>		
<p><input type="checkbox"/> The activity or use is specifically exempt by the acknowledged comprehensive plan; explain:</p>		
<p><input type="checkbox"/> <b>YES</b>, the activity or use is pre-existing nonconforming use allowed outright by (provide reference for local ordinance):</p>		
<p><input type="checkbox"/> <b>YES</b>, the activity or use is allowed outright by (provide reference for local ordinance):</p>		
<p><input type="checkbox"/> <b>YES</b>, the activity or use received preliminary approval that includes requirements to fully comply with local requirements; findings are attached.</p>		
<p><input type="checkbox"/> <b>YES</b>, the activity or use is allowed; findings are attached.</p>		
<p><input type="checkbox"/> <b>NO</b>, complete below or attach findings for noncompliance and identify requirements the applicant must comply with before compatibility can be determined.</p> <p>Relevant specific plan policies, criteria, or standards:</p>  <p>Provide the reasons for the decision:</p>		
<p>Additional comments (attach additional information as needed):</p>  		
<b>Planning Official Signature:</b>		<b>Title:</b>
<b>Print Name:</b>	<b>Telephone #:</b>	<b>Date:</b>
<i>If necessary, depending upon city/county agreement on jurisdiction outside city limits but within UGB:</i>		
<b>Planning Official Signature:</b>		<b>Title:</b>
<b>Print Name:</b>	<b>Telephone #:</b>	<b>Date:</b>

## State Environmental Review Table

Cross Cutter	Instructions in Guide	Updated, 2025
<p><b>Historic or Cultural Resources - (NHPA) 1966 &amp; (AHPA) 1974</b></p>	<p>Tribal: Refer to <a href="#">SERP Guide</a>. Follow SERP Guide for Tribal Contact. Provide Tribes at least project description and map.</p> <p>Inadvertent Discover Plan: Create this, here is an <a href="#">example template</a>.</p>	<p>Tribal Outreach – same as Guide</p> <p>Change” SHPO Submit following forms to Project Officer::</p> <ul style="list-style-type: none"> <li>LCIS emails</li> <li>Tribal Correspondence – emails and copies of project descriptions provided to Tribes</li> <li>Proj Desc with Maps</li> <li>IDP</li> <li>Any arch reports</li> <li>NHRP report</li> </ul> <p>PO will follow up with SHPO.</p>
<p><b>Flood Plain Management - EO 11988 (1977) &amp; EO 12148 (1979)</b></p>	<p>Maps sufficient if not in Floodplain.</p> <p>If in floodplaining – Borrower needs to work with local jurisdiction early on, which is usually the county of the city.</p> <ul style="list-style-type: none"> <li>• See 8 Steps.</li> </ul>	<p>Same</p>
<p><b>Protection of Wetlands - EO 11990 (1997)</b></p>	<ol style="list-style-type: none"> <li>1. Follow SERP Guide</li> <li>2. If wetlands are present or near site complete, <a href="#">Wetlands Determination request</a>.</li> </ol>	<p>Same</p>
<p><b>Farmland Protection Policy Act (1981)</b></p> <p>DEQ to Complete</p>	<ol style="list-style-type: none"> <li>1. Follow SERP Guide</li> <li>2. Provide one of the following:               <ol style="list-style-type: none"> <li>a. Farmland – LUCS from city/county authority</li> <li><a href="https://www.oregon.gov/deq/Permits/Pages/LUCS.aspx">https://www.oregon.gov/deq/Permits/Pages/LUCS.aspx</a>.</li> <li>b. Map of APE and parcel zoning should be attached.</li> </ol> </li> </ol>	<p>Same</p>
<p><b>Coastal Zone Management Act (1972)</b></p> <p>DEQ to Complete</p>	<ol style="list-style-type: none"> <li>1. Follow SERP Guide.</li> <li>2. If in the coastal zone, contact Elizabeth Ruther Coastal State Federal Relations Coordinator Department of Land Conservation and Development               <ol style="list-style-type: none"> <li>a. 503-934-0002</li> <li>b. <a href="mailto:elizabeth.j.ruther@state.or.us">elizabeth.j.ruther@state.or.us</a></li> </ol> </li> </ol>	<p>Same</p>

<p><b>Wild &amp; Scenic Rivers 1968</b></p> <p>DEQ to Complete</p>	<ol style="list-style-type: none"> <li>1. Create map as outlined in the SERP Guide.</li> <li>2. Submit map to project officer or technical specialist.</li> </ol>	<p>Same</p>
<p><b>Endangered Species &amp; Habitat 1973 and Essential Fish Habitat 1976</b></p>	<ol style="list-style-type: none"> <li>1. Follow SERP Guide and develop Biologic Evaluation.</li> <li>2. Submit biological evaluation to technical specialist or project officer.</li> <li>3. DEQ will send the biological evaluation to EPA. <ol style="list-style-type: none"> <li>a. Allow 6 months to 1 year for EPA Consultation.</li> </ol> </li> </ol>	<p>Same</p>
<p><b>Clean Air Act 1977</b></p> <p>DEQ to Complete</p>	<ol style="list-style-type: none"> <li>1. Follow SERP Guide</li> <li>2. Submit Correspondence from DEQ Air Quality. <ul style="list-style-type: none"> <li>• DEQ air quality contacts: <a href="#">Department of Environmental Quality : Technical Assistance and Permit Inquiries : Air Quality Permits : State of Oregon</a></li> </ul> </li> </ol>	<p>Project Officer will complete on behalf of borrower.</p>
<p><b>Safe Drinking Water Act</b></p> <p>DEQ to Complete</p>	<ol style="list-style-type: none"> <li>1. Follow SERP Guide</li> <li>2. Create and submit map with project location identified.</li> </ol>	<p>Same</p>

# Applicant Guide to the State Environmental Review Process

June 2022



**Water Quality Division  
Clean Water State  
Revolving Fund**

700 NE Multnomah St.  
Suite 600  
Portland, OR 97232  
Phone: 503-229-5696  
800-452-4011  
Fax: 503-229-6124  
Contact: Ryan Phillips

[www.oregon.gov/DEQ](http://www.oregon.gov/DEQ)

DEQ is a leader in restoring, maintaining and enhancing the quality of Oregon's air, land and water.



State of Oregon  
Department of  
Environmental  
Quality

This report prepared by:

Oregon Department of Environmental Quality  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232  
1-800-452-4011  
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Contact:  
Ryan Phillips  
503-805-4147

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email [deqinfo@deq.oregon.gov](mailto:deqinfo@deq.oregon.gov).

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# 1. Purpose of State Environmental Review Process Guide

The purpose of the State Environmental Review Process (SERP) guide is to ensure that agencies that seek funding through the Oregon Department of Environmental Quality's Clean Water State Revolving Fund, CWSRF, address the environmental impacts of proposed projects early in the planning process. This includes complying with applicable environmental laws, consulting with appropriate environmental agencies, and incorporating any required mitigation measures.

This guide contains instructions on how to demonstrate compliance with federal regulatory requirements, also known as "cross-cutting authorities" or "cross-cutters." Cross-cutters refer to environmental laws and executive orders that apply to CWSRF-funded projects. These laws and executive orders address impacts on historical and cultural properties, wetlands, farmland, water bodies, flooding, endangered and threatened species, air quality, water quality and land use compatibility.

The guide also provides information on how to obtain a Categorical Exclusion as well as complete an Environmental Assessment or an Environmental Impact Statement. And it addresses when DEQ may accept an environmental review from another agency.

## 1.1 Applicability

An applicant may request DEQ CWSRF funding for municipal wastewater collection and treatment systems included in the Clean Water Act section 212, non-point source pollution control projects under Clean Water Act section 319 and estuary protection projects under Clean Water Act section 320.

All requests for funding, including interim loans, must demonstrate that the proposed project complies with federal cross-cutting authorities. Federal and state agencies determine compliance with relevant laws or executive orders. If you apply for CWSRF funding, it's your responsibility to consult with these agencies to evaluate your project's impacts on resources as part of the application process.

If an agency other than DEQ has completed an environmental report for the project and made an environmental determination within the past five years, this may satisfy CWSRF's SERP requirements. However, DEQ staff will need to review the environmental report and determination.

## 2. DEQ contacts and support

A CWSRF project officer in your DEQ region will assist you with questions about the SERP process. You will find contact information for project officers on DEQ's website at [www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Contacts.aspx](http://www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Contacts.aspx).

Your project officer will work closely with you throughout the application process and will be a key resource for ensuring the proposed projects meets CWSRF's SERP requirements. You should contact your regional project officer early in the application process so that they can support the success of your proposal.

# 3. State Environmental Review Process tracks

Every application for CWSRF funding undergoes an environmental review. However, the nature of the environmental review differs depending on a project's expected environmental impacts. This section summarizes the basic differences between the three different SERP tracks.

The SERP is comprised of three different tracks: (1) the Categorical Exclusion track, (2) the Environmental Assessment track, and (3) the Environmental Impact Statement track. The Categorical Exclusion track is for projects that are expected to have no significant environmental impacts. The Environmental Assessment track is for projects that are expected to have modest environmental impacts. And the Environmental Impact Statement track is for projects that are expected to have high environmental impacts.

Some of the factors used to determine the significance of a project's environmental effects include the existence of sensitive resources, the potential for irreversible impacts, the duration and frequency of effects, the potential for secondary and cumulative impacts and the uniqueness of potentially affected resources. Each of the three tracks requires an environmental review document describing the project and its impacts on any resources. DEQ staff will identify the appropriate track for the required environmental analysis.

After reviewing the environmental documentation provided by the applicant, DEQ will issue a Categorical Exclusion, a Finding of No Significant Impact based on an Environmental Assessment, or a Record of Decision based on an Environmental Impact Statement. DEQ's determination is valid for 5 years from date of the determination. If the project has not been initiated after five years, the applicant must submit updated environmental documentation for DEQ to reaffirm or modify the original determination.

See **Section 5 Environmental Determinations** of this guide for further discussion.

# 4. State Environmental Review

## Process requirements

This section of the SERP Guide explains the requirements for demonstrating compliance with federal cross-cutting authorities.

Federal and state agencies with cross-cutting authority determine compliance with environmental laws and executive orders. It is your responsibility to consult with these agencies to evaluate impacts to resources.

### 4.1 Historic and cultural resources – National Historic Preservation Act (1966) and Archeological and Historic Preservation Act (1974)

The National Historic Preservation Act and the Archeological and Historic Preservation Act protect archaeological and cultural resources and historic structures.

To demonstrate that your project complies with the historic and cultural resources cross-cutter, you must:

1. Review the National Register for listed districts, sites, buildings, structures, and objects in the proposed project area that are significant in American history, architecture, archeology, engineering and culture at [www.nps.gov/subjects/nationalregister/database-research.htm](http://www.nps.gov/subjects/nationalregister/database-research.htm).
2. Contact Oregon’s Legislative Commission on Indian Services at [LCIS@oregonlegislature.gov](mailto:LCIS@oregonlegislature.gov) using the provided template in **Appendix A – Legislative Commission on Indian Services Communication template**. The Commission will provide you the names of the appropriate tribal governments to notify.
3. Review the Legislative Commission on Indian Services website at [www.oregonlegislature.gov/cis/Pages/archeological.aspx](http://www.oregonlegislature.gov/cis/Pages/archeological.aspx) to find contact information for Cultural Resource Coordinators for each federally recognized tribe.
4. Based on the information provided by the Legislative Commission on Indian Services, contact the appropriate Tribal Cultural Resource Coordinator(s) and provide a description of the project and maps, preferably a vicinity map and a detailed US Geological Survey map at [www.usgs.gov/products/maps](http://www.usgs.gov/products/maps) showing the project location. The “Categorical Exclusion (CE) Candidate Project Packet” may be used as a template for tribal consultation, found at <https://www.oregon.gov/deq/FilterDocs/CECandidateProjectPacket.pdf>.

Using the letter to the Legislative Commission on Indian Services in **Appendix A – Legislative Commission on Indian Services Communication template** and “Categorical Exclusion (CE) Candidate Project Packet” will clarify for the tribe that the request is linked to federal cultural resource protection requirements.

Many tribal nations have limited resources and multiple priorities for the cultural resources work, and it is important to provide sufficient time for review by interested tribes.

5. If you have not received a response from the tribal cultural resources coordinator 30 days after sending the documents described in **Step 4**, follow-up by calling to let them know that your community will move forward with the proposed work unless they have any information or concerns to share with you. Document this communication.

If a tribal cultural resources coordinator requests more time to review the project, accommodate the request if possible.

In some cases, a tribe might be more willing to share information about cultural resources at a site with DEQ or the Environmental Protection Agency, rather than an applicant. Contact your DEQ regional SRF project officer for advice on effective tribal consultation.

6. Submit to DEQ the following documentation:
  1. Information that DEQ can use to make determinations about (1) built environment and (2) archaeological resources, including a copy of the database search results from the National Register in **Step 1**, copies of all correspondence received from tribal representatives, concurrence letters and other environmental analysis related to historic and cultural resources
  2. If applicable to the project, a separate list describing mitigation measures, including:
    1. The Archeological and Historic Preservation Act provision for construction requiring coordination with Department of Interior if historic properties are discovered after the project has begun and potential adverse effects may occur, and
    2. Any additional measures required by tribal governments.

Information provided by a tribal nation may suggest that a cultural resources survey must be performed prior to beginning work and/or that cultural resources monitoring occur during the project. The State Historic Preservation Office may request additional information, including a cultural resources survey be performed prior to beginning work and/or that cultural resources monitoring occur during the project.

The State Historic Preservation Office website

[www.oregon.gov/oprd/OH/pages/projectreviewresources.aspx](http://www.oregon.gov/oprd/OH/pages/projectreviewresources.aspx) provides additional information about the reports and forms you may be requested to complete.

## 4.2 Protection of wetlands – Executive Order 11990 (1997)

The Protection of Wetlands Executive Order 11990 seeks to avoid to the extent possible adverse impacts associated with the destruction and modification of wetlands, and to avoid direct and indirect support of new construction in wetlands wherever there is a practicable alternative. This cross-cutter may apply if the project is located near any wetlands.

To demonstrate compliance with wetlands cross-cutter, you must:

1. Print wetland inventory map(s) from both the Oregon Division of State Lands State Wetlands Inventory website at [www.oregon.gov/dsl/WW/Pages/SWI.aspx](http://www.oregon.gov/dsl/WW/Pages/SWI.aspx) and the US Fish and Wildlife Service Wetlands mapper at <https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper> for the project area.
2. If wetlands will not be affected by the construction, staging or result of the project, submit to DEQ a copies of all printed wetlands inventory maps with a comparison to project maps.

If wetlands will not be affected by the construction, staging or result of the project, no further consultation is required. If wetlands will be affected, continue to **Step 3**.

3. Complete a Wetland Determination Request form at <https://www.oregon.gov/dsl/WW/Documents/WetlandsAndWatersDeterminationRequest.pdf> and submit to Department of State Lands by mail or email:

Mailing address:

Oregon Department of State Lands  
775 Summer Street NE, Suite 100  
Portland, OR 97301-1279

Email:

[support.services@dsl.oregon.gov](mailto:support.services@dsl.oregon.gov)

After reviewing the form, the Department of State Lands will determine if additional investigations or mitigation measures are required. Allow up to 30 days for response. If after 30 days you have not heard back about your Wetland Determination Request, contact the Department of State Lands jurisdiction coordinator for the relevant county to get an estimate for how long the response will take. Contact information for jurisdiction coordinators is available at <https://www.oregon.gov/dsl/WW/Pages/WWStaff.aspx>.

4. If wetlands will be affected by the construction, staging or result of the project, submit to DEQ the following documentation:
  1. A copy of all printed wetlands inventory maps with a comparison to project maps,
  2. A copy of the response from DSL Wetlands and Waterways Conservation Division, and

3. If applicable to the project, a separate list describing mitigation measures required by DSL.

## 4.3 Floodplain management – Executive Order 11988 (1977)

The Floodplain Management Executive Orders are a series of presidential executive orders that protect floodplain function and protect federally funded projects from flood damage. This cross-cutter applies if the project is located in or may affect a base floodplain.

To demonstrate compliance with floodplain management cross-cutter, you must:

1. Contact the city or county floodplain manager to inquire if a permit is required. Obtain permit if it is required. The planning director may also be the floodplain manager.
2. If the project is entirely within the footprint of the existing facility, no further consultation is required. Provide DEQ the following documentation
  1. Documentation that is sufficient for DEQ to determine that the project is within the footprint of the existing facility,
  2. A copy of response from floodplain manager, and
  3. Documentation that verifies that required permits have been obtained,

If project is not within footprint of the existing facility, continue to **Step 3**.

3. Review Federal Emergency Management Agency for local Flood Insurance Rate Maps at [www.fema.gov/flood-maps](http://www.fema.gov/flood-maps) to determine if project is within or will affect a 100-year floodplain.
4. If project is outside a 100-year floodplain and no impact has been identified, the project may proceed without further consideration of the remaining procedures. Provide DEQ relevant FEMA FIRM plate maps and any other documentation that demonstrates the project area is outside of the 100-year floodplain.

If project is within or will affect a 100-year floodplain, continue to **Step 5**.

5. Create and distribute early public notice of proposed project.
6. Create a floodplain assessment.
7. Prepare a written document that describes alternatives to the proposed project, mitigation measures or design modifications.
8. If the project is inside a 100-year floodplain, submit to DEQ the following documentation:

1. A copy of all printed Federal Emergency Management Agency for local Flood Insurance Rate Maps with a comparison to project maps of the location(s) related to this project,
2. A copy of response from floodplain manager,
3. Documentation that verifies that required permits have been obtained, and
4. If applicable to the project, a separate list describing mitigation measures required by floodplain manager, federal agencies or DEQ engineers.

If the project is within the 500-year floodplain and involves a critical facility, other federal agencies and DEQ engineers may have other mitigation requirements.

## 4.4 Farmland Protection Policy Act (1981)

The Farmland Protection Policy Act protects the nation’s productive farmland. This cross-cutter may apply if the project converts farmland to another purpose.

To demonstrate compliance with farmland protection cross-cutter, you must:

1. Provide documentation that is sufficient for DEQ to determine that project is either:
  1. On previously disturbed land within the footprint of an existing facility, or
  2. Inside the incorporated limits of a city.

If the project fulfills the criteria in **Step 1.1** or **Step 1.2**, there is no need for further consultation. If the project does not fulfill the criteria in **Step 1.1** or **Step 1.2**, continue to **Step 2**.

2. Initiate contact with the county planning department to:
  1. Determine whether the project site is within an adopted and approved urban growth boundary, or
  2. Determine whether the project site is within an exclusive farm use zone, and
    1. If project site is within an exclusive farm use zone, apply for project to be designated “utility facilities necessary for public service” as provided in ORS 215.283(d) or 215.213(d) and meeting the standards of ORS 215.275.
3. Obtain input from the Natural Resource Conservation Service:
  1. Download and complete parts I and III of US Department of Agriculture Form AD-1006 at [www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/fppa/](http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/fppa/) and submit to your local contact [www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/](http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/).

2. Request that the Natural Resource Conservation Service complete parts II, IV and V, Land Evaluation, of Form AD-1006 and offer any advice on further action that should be taken.
  3. Complete parts VI and VII of Form AD-1006, Site Assessment, and request input from the county planning department.
  4. Provide the county planning department completed Form AD-1006 for its use in evaluating the proposed project against the standards of ORS 215.275.
4. If the county planning department, hearings officer or planning commission deny the proposed project, the option exists to apply to the county planning department for a “reasons” exception to Goal 3 (Agricultural Lands) under ORS 197.732, using the completed Natural Resource Conservation Service Form AD-1006.

The applicant will need to provide an explanation of why the project should be sited on agricultural land even though it was determined by the county that it was not necessary for public service

5. If the project is located in an exclusive farm use zone, submit to DEQ the following documentation:
  1. A copy of all printed maps comparing city boundaries to location(s) related to this project,
  2. A copy of response from county planning department and Natural Resource Conservation Service, and
  3. If applicable to the project, separately listed mitigation measures required by county planning department and Natural Resource Conservation Service

## **4.5 Coastal Zone Management Act (1972)**

The Coastal Zone Management Act protects the nation’s coastal areas. The Coastal Zone Management Act applies to projects located in counties adjacent to the Pacific Ocean.

To demonstrate compliance with the coastal zone management cross-cutter, you must:

1. Review coastal zone management plan map at <https://www.coastalatlans.net/czfinder/> to determine if the project is in a coastal management area.
2. If the project is outside a coastal management area, submit documentation to DEQ that demonstrates that the project is outside the geographical area subject to the Coastal Zone Management Act.

The Coastal Zone Management Act applies to Clatsop, Columbia, Tillamook, Washington, Yamhill, Lincoln, Polk, Benton, Lane, Douglas, Coos, and Curry counties. When a project is outside of these counties there is no need for consultation.

If the project is outside a coastal management area, no further consultation is required. If the project is inside a coastal management area, continue to **Step 3**.

3. Contact Department of Land Conservation and Development to obtain a consistency determination.

Department of Land Conservation and Development requires information to verify that project is consistent with local comprehensive plan. If permits are required, the Department of Land Conservation and Development requires that completed applications for water quality and air quality permits be sent to DEQ as well as a completed application for a Removal-Fill permit sent to the Department of State Lands.

4. If the project is located inside a coastal management area, submit to DEQ the following documentation:
  1. A statement identifying the county in which the project will be built and that the project is within coastal management area,
  2. A copy of response from the Department of Land Conservation and Development,
  3. Verification that supporting required permits have been obtained, and
  4. If applicable to the project, separately listed mitigation measures required by the Department of Land Conservation and Development, the Department of State Land and DEQ.

## 4.6 Wild and Scenic Rivers Act (1968)

The Wild and Scenic Rivers Act protects the character of designated rivers. This cross-cutter may apply if the project is in the river basin of a wild and scenic river. Compliance may require consultation with the land managing agency where the river is located.

To demonstrate compliance with the wild and scenic rivers cross-cutter, you must:

1. Review the National Wild and Scenic Rivers System and determine if the proposed project is geographically located within a designated wild and scenic river basin at <https://www.rivers.gov/map.php>.
2. If the proposed project is not within a designated wild and scenic river basin, submit the following documentation to DEQ:
  1. A statement declaring that location(s) related to this project are outside any designated wild and scenic river basin, and

2. Copies of printed maps comparing wild and scenic river basic location(s) in relation to the project location.

If the proposed project is not within a designated wild and scenic river basin, there is no need for consultation. If the proposed project is within a wild and scenic river basin, continue to **Step 3**.

3. If the proposed project may affect a designated or study river, contact the appropriate agency with jurisdiction. Depending on the circumstance this may include the National Park Service, the US Forest Service, the Bureau of Land Management, or US Fish and Wildlife Service.
4. If the proposed project is within a designated wild and scenic river basin, submit the following documentation to DEQ:
  1. A statement declaring that location(s) related to this project are inside a designated wild and scenic river basin,
  2. Copies of printed maps comparing wild and scenic river basin to location(s) related to this project,
  3. A copy of response from appropriate agency with jurisdiction, and
  4. If applicable to the project, separately listed mitigation measures that are required by the appropriate agency with jurisdiction.

## **4.7 Endangered Species Act (1973) and Magnuson-Stevenson Fishery Conservation Act (1996)**

The Endangered Species Act identifies and protects species at risk of extinction. The ESA cross-cutter may apply if the project is located near any endangered species or their critical habitat. The Magnuson Stevenson Fishery Conservation Act protects habitat for commercially valuable fish species. This cross-cutter may apply if the project is located near essential fish habitat.

To demonstrate compliance with the endangered species and essential fish habitat cross-cutters, you must:

1. Determine if ESA-listed species, designated critical habitat and/or essential fish habitat are within the action area of the project. The “action area” of the project is defined as all areas that may be directly or indirectly affected by the action. The action area can often extend well beyond the physical project boundaries, such as water downstream from the project. Consult the following websites to determine if any ESA-listed species or essential fish habitats are present within the action area of the project:
  1. Oregon Biodiversity Information Center for listings of threatened or endangered plants, <https://inr.oregonstate.edu/orbic>,

2. US Fish and Wildlife Service for list of ESA species in the project area, the agency responsible for terrestrial and freshwater species, <https://ipac.ecosphere.fws.gov/>,
  3. National Oceanic and Atmospheric Administration National Marine Fisheries Service for ESA species in the project area, the agency responsible for most marine species, <https://www.fisheries.noaa.gov/topic/consultations#endangered-species-act-consultations>, and
  4. National Oceanic and Atmospheric Administration National Marine Fisheries Service for essential fish habitat, [www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper](http://www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper).
2. Print a recent list of ESA-listed species, designated critical habitat and essential fish habitat for the county or region where the project is proposed.
  3. Analyze the potential impacts to ESA-listed species, designated critical habitat and essential fish habitat identified in **Step 1** that may result from proposed project, and make your determinations of effect in a written Biological Evaluation.
    1. The Biological Evaluation must determine for each ESA-listed species and designated critical habitat whether there will be:
      1. No Effect,
      2. May Affect/Not Likely to Adversely Affect, or
      3. May Affect/Likely to Adversely Affect.
    2. The Biological Evaluation must determine for essential fish habitat whether the project will have:
      1. No Adverse Effect, made if there is no designated essential fish habitat in the action area and no designated essential fish habitat that may be impacted downstream,
      2. May Adversely Affect, made if there is designated essential fish habitat directly affected or designated essential fish habitat that may be impacted downstream.

Determinations for **Steps 3.1** and **3.2** must be scientifically defensible and should be supported with applicable studies, analysis, and the best available science, tailored to the magnitude and complexity of the project and anticipated impacts. Support your determinations with information found in **Step 1**.

The applicant is responsible for providing sufficient and defensible information and analysis to support the determinations of effect. Submitting printed web screens from these websites for your documentation can expedite the process but will not substitute for an analysis and determination of effects.

4. Submit to DEQ the following documentation:
  1. Three (3) hard copies of the Biological Evaluation with supporting documentation to assigned project officer, <https://www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Contacts.aspx>.
  2. A cover letter addressed to the Environmental Protection Agency, including:
    1. Applicant contact information, including:
      1. Contact name
      2. Mailing address
      3. Email address
      4. Phone number
    2. Statement describing what EPA is being asked to do, including:
      1. A request to make ESA and essential fish habitat determinations pursuant to the project being funded by the Oregon CWSRF; and
      2. The determinations made by the applicant as a result of the attached Biological Evaluation.
    3. DEQ Project officer contact information, including (optional, but helpful):
      1. Name
      2. Email address
      3. Phone number
  3. Supporting documentation, including:
    1. Type of loan application
      1. Point source or non-point source
      2. Planning, design and/or construction
    2. Detailed project description or proposed action
    3. Project location, including map

4. ESA-listed species, designated critical habitat and any essential fish habitat in the action area
5. Potential impacts to ESA-listed species, designated critical habitat and essential fish habitat
6. The preliminary analysis of effects
7. Determination for ESA-listed species, designated critical habitat and essential fish habitat
8. Primary Contact information

The project officer will submit the documents described in **Step 4** to EPA and expedite the process on behalf of the community. If the documentation is insufficient, EPA will coordinate with DEQ and the community to complete the review. Ultimate responsibility for providing sufficient information and analysis in the Biological Evaluation resides with the applicant.

Regarding the ESA determination, EPA will respond to DEQ and the community for the ESA and for EFH. If EPA provides a written ESA “No Effect Determination” letter, consultation is complete, and the project can proceed. If EPA determines that the proposed project May Affect/Not Likely to Adversely Affect ESA-listed species or designated critical habitat, EPA will send a request for concurrence letter to relevant federal agency. If EPA determines that the proposed project May Affect/Likely to Adversely Affect ESA-listed species or designated critical habitat, EPA will coordinate with the applicant and initiate formal consultation with the respective federal agency.

5. If EPA determines that no ESA-listed species will be affected, the agency will issue a “No Effect Determination” letter. Submit the “No Effect Determination” letter to DEQ.

If EPA concurs with the applicant’s “No Effect to Essential Fish Habitat” conclusion, it will provide a written essential fish habitat concurrence letter. If EPA determines that the project may adversely affect essential fish habitat, EPA will coordinate with the applicant and initiate essential fish habitat consultation with the National Oceanic and Atmospheric Administration National Marine Fisheries Service.

6. If EPA concurs there will be no effect on essential fish habitat, it will issue a “No Effect to EFH” concurrence letter. Submit a copy of the “No Effect to EFH” concurrence letter to DEQ.

## **4.8 Clean Air Act (1977)**

The Clean Air Act establishes air quality standards. This cross-cutter requires projects to show how they conform to National Ambient Air Quality Standards.

To demonstrate compliance with the clean air cross-cutter, you must:

1. Consult with Oregon DEQ Air Quality Staff to determine if the project will impact air quality. Regional air quality staff can be found at the following website:  
<https://www.oregon.gov/deq/aq/aqPermits/Pages/Contacts.aspx>.

1. Discuss details of the project with Regional Air Quality staff member, explaining that you are fulfilling a Clean Air Act consultation requirement for a CWSRF loan.
2. Request an email or hard copy reply from Regional Air Quality staff member.
2. DEQ Air Quality staff may request that you complete additional documents such as a Notice of Intent to Construct. If additional documents are required, complete and submit those documents.
3. Submit to DEQ the following documentation:
  1. A copy of the reply from DEQ Air Quality or Regional Air Quality authority related to this project, and
  2. If applicable to the project, separately listed mitigation measures required by DEQ Regional Air Quality authority.

## 4.9 Safe Drinking Water Act (1974)

The Safe Drinking Water Act protects sole source drinking water aquifers. The SDWA cross-cutter may apply if the project is located near a sole source aquifer.

To demonstrate compliance with the SDWA cross-cutter, you must:

1. Determine if there will be a direct and/or indirect discharge to groundwater from the proposed project.
2. If there will be a direct and/or indirect discharge to groundwater from the proposed project, determine if the project is in the vicinity of a sole source aquifer by consulting the EPA website [www.epa.gov/dwssa](http://www.epa.gov/dwssa).
3. If the proposed project is not within the vicinity of a sole source aquifer, submit to DEQ the following documentation:
  1. A map locating the project relative to sole source aquifers in the state; and
  2. A written statement declaring that the project will not be built within the vicinity of a sole source aquifer.

If the proposed project is not within the vicinity of a sole source aquifer, no further consultation is required. If the project is within the vicinity of a sole source aquifer, continue to **Step 4**.

4. Contact the Oregon Health Authority, which will decide if further investigations are required to determine whether the aquifer may be contaminated by the project. The Oregon Health Authority will also consider alternative sites or devise adequate mitigation measures.

5. If an alternative site is selected and/or mitigation measures are necessary, provide information to DEQ which will coordinate with EPA. EPA may require additional mitigation measures to be integrated into the project proposal.
6. If the project is within the vicinity of a sole source aquifer, submit to DEQ the following documentation:
  1. A map locating the project relative to sole source aquifers in the state,
  2. A statement declaring there will be a direct or indirect discharge to groundwater from the proposed project,
  3. Copy of response from the Oregon Health Authority, and
  4. If applicable to the project, separately listed mitigation measures required by the Oregon Health Authority and/or EPA.

# 5. Environmental Determinations

An environmental determination is a decision by the CWSRF project officer that categorizes the environmental impacts of the project. It applies both to the construction of the project and the project outcome. The possible environmental determinations are (1) Categorical Exclusion (2) a Finding of No Significant Impact established through an Environmental Assessment; or (3) a Record of Decision established through an Environmental Impact Statement. More information on each is provided under separate subsection headings below.

All projects that request CWSRF funding must provide adequate information to the CWSRF project officer so that the Project officer may make an environmental determination.

If you have previously completed an environmental report for your project through a different agency, please provide that report to your project officer. However, completing an environmental review through a different agency does not automatically exempt an application from completing cross-cutters.

Applicants seeking interim loans for projects funded by a federal or other state agency must meet DEQ's CWSRF SERP requirements.

## 5.1 Categorical Exclusion

A Categorical Exclusion or CE indicates that there will be no environmental impacts resulting from the project and no impacts during construction of the project. If DEQ concludes that the project will not affect the quality of the environment, including the upstream, downstream, and receiving waters, DEQ will determine the project qualifies for a CE. Obtaining a CE environmental determination from DEQ concludes the environmental review process.

A project may receive a CE determination if it is limited solely to the minor rehabilitation of existing facilities, the replacement of equipment, or the construction of related facilities that do not affect the degree of treatment or the capacity of the facility.

Examples of projects that generally receive a CE determination include:

- Correction of infiltration and inflow
- Construction of small structures on existing sites
- Replacement or rehabilitation of existing equipment and structures
- Modification or expansion of solids processing, storage, or disposal facilities that do not expand liquid treatment capacity
- Process substitution or enhancement that does not expand liquid treatment capacity, such as adding chemical dechlorination, replacing chlorination with ultraviolet disinfection, or adding effluent irrigation facilities
- Installation of groundwater monitoring
- Construction of new collection lines to serve existing development with failing on-site systems
- Minor expansion or upgrade of existing water pollution control facilities of a system serving fewer than 10,000 people

Examples of projects that will not generally be eligible for a CE include:

- Construction of new collection lines to serve undeveloped areas
- Construction of a new discharge point or relocation of an existing discharge point
- A substantial increase in the volume or loading of pollutants
- Expansion of treatment capacity sufficient to serve a population that exceeds the existing population by 30 percent or more
- Known or expected impacts to cultural resources, historical and archaeological resources, threatened or endangered species, or environmentally sensitive areas
- Construction of facilities that are known or expected to be highly controversial
- The proposed action is known or expected to cause significant adverse air quality effects

To receive a CE for your project, complete the following five steps.

### **Step 1**

Determine if the project includes any extraordinary circumstances as described by 40 CFR § 6.204(b), bulleted below. If any of these circumstances are present, the project will not be eligible for a CE and the applicant must follow the Environmental Assessment track. If none of the following circumstances are present, continue to **Step 2**.

- The proposed action is known or expected to have potentially significant environmental impacts on the quality of the human environment either individually or cumulatively over time.
- The proposed action is known or expected to have disproportionately high and adverse human health or environmental effects on any community, including minority communities, low-income communities, or federally-recognized Indian tribal communities.
- The proposed action is known or expected to significantly affect federally listed threatened or endangered species or their critical habitat.
- The proposed action is known or expected to significantly affect national natural landmarks or any property with nationally significant historic, architectural, prehistoric, archeological, or cultural value, including but not limited to property listed on or eligible for the National Register of Historic Places.
- The proposed action is known or expected to significantly affect environmentally important natural resource areas such as wetlands, floodplains, significant agricultural lands, aquifer recharge zones, coastal zones, barrier islands, wild and scenic rivers, and significant fish or wildlife habitat.
- The proposed action is known or expected to have a significant effect on the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth (population growth that exceeds the existing population by 30 percent or more) and distribution of population including altering the character of existing residential areas, or may not be consistent with state or local government, or federally-recognized Indian tribe approved land use plans or federal land management plans.
- The proposed action is known or expected to cause significant public controversy about a potential environmental impact of the proposed action.
- The proposed action is known or expected to be associated with providing financial assistance to a federal agency through an interagency agreement for a project that is known or expected to have potentially significant environmental impacts.

- The proposed action is known or expected to conflict with federal, state, or local government, or federally-recognized Indian tribe environmental, resource-protection, or land-use laws or regulations.

### **Step 2**

Complete the federal cross-cutters for your project. See section 4. **State Environmental Review Process requirements** of this guide. If consultation is not required to demonstrate compliance with a cross-cutter, provide DEQ a map or other documentation. The project officer in your region can assist you with this.

### **Step 3**

Contact the federal or state agencies for applicable cross-cutters and obtain a written communication from them.

We recommend that you use the “Categorical Exclusion (CE) Candidate Project Packet” at <https://www.oregon.gov/deq/FilterDocs/CECandidateProjectPacket.pdf> to describe the project and send transmittal memos to the appropriate agencies. The documents in the packet are tools to help you demonstrate compliance with federal cross-cutting authorities and assemble the information DEQ needs to document a CE determination. Be sure to include the state/federal agency review form which the federal or state agency should complete and return to you.

### **Step 4**

Assemble the completed and returned state/federal agency review forms, the transmittal memos and the project description from “Categorical Exclusion (CE) Candidate Project Packet, along with any other supporting documents.

### **Step 5**

Submit a copy of the assembled documents listed in **Step 4** to the CWSRF project officer in your DEQ region.

CE determinations require DEQ to publish a public notice with a 30-day comment period. DEQ has the final authority whether a project qualifies for a CE. If the project does not qualify for a CE, DEQ will require the applicant to prepare an Environmental Assessment. Information prepared and compiled to demonstrate a CE can be used to develop an Environmental Assessment report.

## **5.2 Environmental Assessment**

The Finding of No Significant Impact or FONSI determination requires a broader environmental analysis of the proposed project. This analysis is referred to as an Environmental Assessment. The EA includes considering alternatives in addition to the proposed project.

DEQ has compiled information to assist applicants with developing an EA. An EA should be prepared in accordance with the following documents: “Guidelines Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities” and “Guide for Preparing the Environmental Report for Water and Wastewater Projects” at [www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Planning.aspx](http://www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Planning.aspx).

For the purpose of the CWSRF SERP, applicants referring to the Rural Utilities Service Bulletin 1794A-602 should contact DEQ instead of the Rural Utilities Service as the Bulletin indicates.

Clean Water Act Section 212 municipal wastewater projects are typically developed through a wastewater facilities plan which may contain an EA chapter. For the purpose evaluating the environmental impacts of potential alternatives and selecting the best option, it is ideal to complete the facilities plan. When the facilities plan does not include an EA, it will be necessary to either prepare a freestanding EA or amend the facilities plan to include an EA chapter.

There are six steps in the EA process.

**Step 1**

Prepare a detailed environmental review, including an analysis of a no action alternative, in addition to other alternatives considered.

**Step 2**

Establish which federal cross-cutting authorities you will be required to contact to demonstrate compliance with the cross-cutters. A CWSRF project officer in your DEQ region will assist you as necessary.

**Step 3**

Contact the appropriate federal and state agencies for their review and comment. Be sure to obtain a written reply from each agency you contact. Section 4. **State Environmental Review Process requirements** of this guide will assist applicants in providing the necessary documentation to federal and state agencies.

**Step 4**

Include a chapter demonstrating compliance with any applicable federal cross-cutting authorities in the proposed project's facility plan or in a separate environmental report. This is the environmental review document for the project. The chapter should explain actions taken by the applicant, include studies and analyses compiled for each cross-cutter, any "no effect" letters, or letters explaining acceptable mitigating measures received from the responsible federal or state agency.

**Step 5**

Incorporate required mitigating measures into the project plans.

**Step 6**

Submit the EA document to the CWSRF project officer in your DEQ region.

DEQ will independently review the EA. DEQ's acceptance of an EA and issuance of a FONSI may be conditioned on implementation of mitigation measures. Any required mitigation measures will be designed to ensure that the project will be environmentally sound and performed consistent with DEQ's findings. Mitigation measures will be identified in the FONSI.

Before an EA process is considered complete, DEQ is required to publish a notice with a 30-day public comment period. DEQ will not execute a design and/or construction loan agreement or otherwise take action on the project until the EA process is complete.

A public hearing or meeting will generally not be held for projects having little or no environmental effect. After completion of the public review period, DEQ will issue the final FONSI.

## 5.3 Environmental Impact Statement

The Record of Decision or ROD is made at the conclusion of an Environmental Impact Statement process. DEQ's decision to require an EIS will be based on the EA or other information which demonstrates that significant impacts will occur that will not be reduced or eliminated by changes to the proposed action. DEQ might also determine that an EIS is needed based upon information prepared by the applicant or issues raised by the public or agencies.

There are seven steps in the EIS process.

### Step 1

Publish a notice of intent to prepare an EIS in a state-wide circulation publication as well as a local newspaper and allow a 30-day public comment period before initiating an EIS.

Notice of the EIS must include contact information as well as how to obtain the EIS and any environmental documents incorporated into the EIS.

### Step 2

Contact relevant local, state, and federal agencies as well as tribes and other interested parties for comments regarding the appropriate scope of the EIS. Include DEQ in the scoping process so that it may help to address the federal cross-cutting authorities during the development of the EIS. You will find contact information for SRF project officers on DEQ's website at <https://www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Contacts.aspx>.

### Step 3

Prepare a "draft EIS" that conforms to the requirements articulated in 40 C.F.R. § 1502 and 40 C.F.R. § 6.207(d)(2)-(7). The draft EIS must address reasonable alternatives and the issues identified during the scoping process.

### Step 4

Submit the draft EIS to the CWSRF project officer for review and approval.

### Step 5

Once the draft EIS is approved by DEQ, you must:

1. Submit the approved draft EIS to agencies with jurisdiction and expertise for their review and comment,
2. Publish a notice of availability of the draft EIS in a state-wide publication and a local newspaper, allowing a 45-day public comment period, and
3. Conduct a public hearing on the draft EIS.

### Step 6

Prepare a “final EIS” under the DEQ’s technical direction based on the comments received on the draft EIS. The final EIS must include or summarize all substantive comments received on the draft EIS, respond to those comments, and explain any changes to the draft EIS, including the reason for the changes.

**Step 7**

Submit the final EIS to DEQ with a request for proposed action.

Upon receipt of a satisfactory final EIS, DEQ will publish it and make copies available to all who commented on the draft EIS as well as to the general public. After a 30-day waiting period, DEQ will issue a ROD. During the waiting period no action shall be taken on the project that will have adverse environmental impacts or limit the choice of alternatives.

The ROD is DEQ’s final action prior to implementation.

# 6. Environmental Reviews from other Agencies

Sometimes applicants seek CWSRF funding for a project for which an environmental review has already been completed by a federal or other state agency. It is the CWSRF program's practice to accept the environmental review document prepared for and accepted by federal and state agencies pursuant to their respective National Environmental Policy Act procedures as well as related environmental determinations.

For the CWSRF program to accept another agency's review documents and environmental determination, two conditions must be met: (1) the scope of the project must remain largely unchanged from that which was accepted by the other agency, and (2) the other agency's determination must have been made within the previous five years. The final environmental determination of the project rests with DEQ.

If an environmental review has been completed by a federal or state agency, the following should be submitted to the DEQ project officer:

1. A copy of the agency's environmental determination,
2. The environmental review documents that the agency used to make the determination, and
3. A cover letter declaring that:
  1. The agency's determination was made pursuant to their National Environmental Protection Act procedures, and
  2. The agency completed the federal cross-cutting authority requirements.

All Environmental Assessments and Categorical Exclusions adopted from another agency require DEQ to publish a notice of intent to accept another agency's determination. After the notice is published, there is a required 30-day public comment period before DEQ can accept the EA or CE as satisfying the SERP requirements and the EA or CE process is considered complete. DEQ will not execute a design and/or construction loan agreement or otherwise take action on the project until the EA or CE process is complete.

# Appendix A – Legislative Commission on Indian Services Communication template

Executive Director  
Oregon Legislative Commission on Indian Services  
\_\_\_\_@state.or.us  
(503) 986-1068

Dear \_\_\_\_\_,

[Community name] is preparing to use federal Clean Water State Revolving Funds (SRF) through the Oregon Department of Environmental Quality to [build/upgrade a wastewater treatment facility, etc.] at the following site:

Project name:  
Property address:  
County:  
Nearest city:

[Community name] is constructing a [project description] to [solve what problem].

In accordance with state law, I would like to notify the appropriate tribal governments of DEQ's proposed action and request their review of this project from a cultural resources perspective.

Attached is a description of the project and maps [preferably a vicinity map and a detailed USGS map, if available] showing the project location. Could you please let me know which tribal governments to contact for a cultural resources review? If you need additional information about this site, its history or [Community name] proposed work, please let me know.

I am requesting this information as directed by Oregon DEQ as part of an application for the SRF program, which is funded by the EPA and subject to requirements of the National Historic Preservation Act. If you would like more information about the SRF program and/or federal cultural resource protection requirements related to the SRF, please contact [DEQ Regional SRF Officer and their phone number] or David Carcia, EPA CWSRF Coordinator at (206) 553-0890.

Thank you for your assistance,

[signed by community representative]

City Manager [or other appropriate title]  
[community]  
[address]  
Telephone: [phone]  
[email]

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# State of Oregon Department of Environmental Quality

## Clean Water State Revolving Fund

### Cost and Effectiveness Analysis Guide

Contact: [Regional Project Officer](#)

## A. Policy Background

A Cost and Effectiveness Certification is required by section [602\(b\)\(13\)](#) of the Clean Water Act to demonstrate that the proposed project is the most cost effective approach to achieving the project's water quality goals. This is accomplished by: studying and evaluating the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project, and selecting to the maximum extent possible a project alternative that maximizes the efficient water use, reuse, recapture, conservation, and energy conservation.

Oregon Administrative Rule [340-054-0022\(3\)\(j\)](#) requires that the cost and effectiveness analysis certificate be approved by DEQ.

## B. Guidance for completing the Cost and Effectiveness Analysis

The cost and effectiveness analysis should include:

- an alternatives analysis of at least 2 distinct approaches to project design (if applicable, cite the planning document).
  - A “no project alternative” may need to be included to further support the selection.
- cost analysis factors.
- non-monetary costs factors.
- the lowest-cost alternative should, in theory, be selected unless non-monetary factors indicate otherwise.

Example of the desired level of description using energy conservation as a parameter:

This project will utilize premium efficiency motors, and to the extent feasible, variable-frequency drives. However, it isn't feasible for us to use a renewable energy source. We have estimated total power consumption for each alternative considered, which is a line item within our table of O&M costs for each alternative and thus is factored into the cost evaluation. The power consumption for the recommended alternative was second lowest of the five alternatives considered, as shown on Table X.

### Point source

A planning document guide that can be used for wastewater point source projects is the [Guidelines for Preparing Wastewater Planning Documents and Environmental Reports](#). See Appendix C.2 (4) and (5) for more information about the recommended methodology for development and description of alternatives.

### Nonpoint source

For non-point source projects, a similar alternatives analysis must be completed. There is not a specific guidance document but the wastewater planning document above provides the general idea. Reach out to the regional project officer if more information is needed.

### Stormwater

For these types of projects, contact your [regional project officer](#).

Translation or other formats

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## C. Analysis Factors

The cost estimates developed for the Cost and Effectiveness Analysis may have a high level of uncertainty at the time of the analysis. In this case, the non-monetary factors can support the selection of the recommended alternative. Applying both cost analysis and non-monetary factors is also recommended for situations where one or more non-monetary factors are of extreme importance to the borrower.

### Cost Analysis Factors

1. Total project cost in present day dollars
2. Recommended planning period
3. Associated annual operations and maintenance cost
4. The cost of replacing the project or activity
5. Cost and effectiveness of processes, materials, techniques, and technologies for carrying out the proposed project

### Non-monetary Factors

1. Water conservation
  - Water reuse
  - Efficient water use
2. Energy conservation
  - Energy efficiency of major equipment
  - Efficient total power use
  - Low greenhouse gas emissions
  - Renewable energy source
  - Energy assessment and energy audit software
3. Community considerations. Recognizes the unique challenges faced by many borrowers and allows a community to promote and protect its values
  - Community mission statement or objectives
  - Community concerns regarding visual or odor effects
  - Other community concerns
4. Environmental considerations
  - Findings From Development Of Environmental Report, If Available
  - Minimize Impact to Flood Plains, Wetlands, Endangered Species, Historical And Archaeological Properties
  - Volume Of Waste Generation And Ease Of Handling Wastes
  - Minimize Carbon Footprint
5. Sustainability. The sustainability parameter can also be defined broadly. However, the basic theme is the need to consistently meet water and energy conservation requirements or objectives. Therefore, a more sustainable alternative is one with a lower degree of risk.
  - Operational Simplicity
  - Operator Certification

## D. How to complete and submit the Cost and Effectiveness Analysis to DEQ

Step	Who completes	Process
1	Borrower (or their representative)	Develop a memorandum that: <ol style="list-style-type: none"> <li>a. Describes each alternative considered for the proposed project               <ol style="list-style-type: none"> <li>i. May cite the planning document.</li> <li>ii. For additional details see Section B above: Guidance for completing the Cost and Effectiveness Analysis.</li> </ol> </li> <li>b. As needed, describes (for each alternative) how the non-monetary factors were considered and how the project incorporates water conservation, energy conservation, community considerations, etc.</li> <li>c. Describes WHY the recommended alternative is the basis for the proposed project.</li> </ol>
2	Borrower (or their representative) and the project engineer	Complete and sign the <a href="#">Cost and Effectiveness Certification Form</a> .
3	Borrower (or their representative)	Submit by email the Cost and Effectiveness signed certification to the DEQ project officer.
4	Project Officer	DEQ will approve the certification form through email back to the borrower or request additional information as needed.

### Timing of submission:

This certification is typically completed prior to construction loan signing. However, under certain circumstances it can be completed later and once the project is already underway. It must be submitted and approved **prior** to the final disbursement being paid. Please work with the project officer to determine when this best time for this requirement to be met for your project.

### Non-discrimination statement

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State of Oregon Department of Environmental Quality

# Clean Water State Revolving Fund Cost and Effectiveness Certification

Contact: [Regional Project Officer](#)

A Cost and Effectiveness Certification is required for any municipality or intermunicipal, interstate, or state agency that applies for a Clean Water State Revolving Fund loan to demonstrate that the proposed project is the most cost-effective approach to achieving the project's water quality goals. This is required by section [602\(b\)\(13\)](#) of the Clean Water Act and Oregon Administrative Rule [340-054-0022\(3\)\(j\)](#).

Loan recipients can use the [Cost and Effectiveness Analysis Guide](#) available on the DEQ website for aid in developing and implementing this analysis.

By signing and submitting this Certification, the loan recipient affirms their Cost and Effectiveness analysis meets DEQ requirements and section [602\(b\)\(13\)](#) of the Clean Water Act. Specifically:

- A planning document served as the basis for selection of the recommended alternative.
- Alternatives were considered and are sufficiently described.
- A study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out each alternative, proposed project or activity was completed.
- A description of whether the least cost alternative was selected, and if not, explains why.
- Description of whether nonmonetary costs were considered and why.
- To the maximum extent practicable, the selected project maximizes the potential for efficient water use, reuse, recapture, conservation, and energy conservation, taking into account the cost of:
  - i. Constructing the project or activity.
  - ii. Operating and maintaining the project or activity over the life of the project or activity.
  - iii. Replacing the project or activity

Community Name	Project Name
Application Number or Loan Number	
Print Borrower Engineer Name and Title	
Borrower Engineer Signature	Date
Print Borrower Representative's Name and Title	
Borrower Representative's Signature	Date

### Non-discrimination statement

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