



City of Hubbard, Oregon

**Request for Proposals
Integrator of Record Service**

Closes 5:00 p.m., March 21, 2023

1. General Information

1.1 Introduction

The City of Hubbard is soliciting for an Integrator of Record (Integrator) to provide water and wastewater control system and instrumentation integration services as an independent contractor to the City. Services typically conducted by the Integrator include, but are not necessarily limited to the items listed in Section 2 of this Request for Proposals (RFP). Work shall be provided to the City on an as-needed basis as authorized by Public Works Management.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules of the State of Oregon and the City of Hubbard, invites qualified firms (Proposers) to submit their Statement of Proposals to provide the services described.

1.2 Background & Purpose

The City of Hubbard is an Oregon municipal corporation with a population of approximately 3478. The City is located in Marion County, and is approximately 21.6 miles from Salem, Oregon, and 26.1 miles from Portland, Oregon. The council consists of a mayor and four councilors elected from the City at large. The City has an operating budget of just over \$10.3 million.

Through the Public Works Department, the City owns and operates utility systems and infrastructure that serves the City, including the water system and wastewater system. Portions of these systems have monitoring and control capabilities provided by supervisory control and data acquisition (SCADA) systems.

The City does not currently have an Integrator of Record. Integration services have been procured on a project-by-project basis. The City desires to evaluate the consultant market to provide this service. The City's objective with this RFP is a successful partnership with an Integrator who will support the City's financial and operational long-term interests.

The City's current Wonderware SCADA system is past its useful life. A replacement SCADA and PLC system is a part of the City's 2022 Water System Improvements Project currently beginning preliminary design.

Infrastructure

Water System: Four active wells supply the City with groundwater from the Little Bear Creek Basin and Mill Creek Basin. The four groundwater wells pump independently through water piping to a single water treatment plant (WTP) with treated water stored in two ground level reservoirs. The treated water is then pumped into the distribution system using booster pumps. Well #1 is always in use, and the other three wells are rotated every Monday.

Water from the wells is naturally high in arsenic, iron, and manganese. The treatment process provides for reduction of arsenic concentrations in the finished water. The treatment system improves the aesthetic quality of the water by reducing iron and

manganese levels and provides residual disinfection in the distribution system through the addition of sodium hypochlorite. The current treatment process includes oxidation, filtration, and disinfection. Potassium permanganate is added to the raw well water to oxidize iron and manganese. The water then passes through pressurized green sand filters. Treatment capacity at the WTP is 500 gpm at each of two filters. Finished water is stored in two ground level reservoirs and pumped to the distribution system as necessary to maintain water levels in the elevated tank. The existing water distribution system consists of a single pressure zone served primarily by the elevated reservoir; however the City is replacing this pressure system with a booster pump pressure system included in the pending 2022 Water System Improvements Project.

Wastewater System:

Wastewater is collected in a gravity sewer system which conveys the raw wastewater into the main lift station where the wastewater is pumped into the treatment plant. At the treatment plant, wastewater is initially screened to remove large material. An activated sludge treatment plant is used to biologically treat the wastewater. An ultraviolet disinfection system is used to reduce bacteria prior to discharging the treated effluent to Mill Creek. The City's wastewater discharge permit was recently renewed and includes new effluent limits. The City is in the process of completing a Wastewater Facilities Plan.

1.3 Selection Schedule

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

RFP Advertised	03/07/2023
Final Day to Submit Questions	03/15/2023
Proposals Due Date	03/21/2023
Invitation to Interview (if needed)	03/28/2023
Begin negotiations with Selected Proposer	03/29/2023
Award Contract	04/03/2023

1.4 Pre-Proposal Submission Walkthrough

There will be no scheduled pre-submission walkthrough. Applicants can schedule one before the submittal date no later than 8-days prior to the proposal due date.

2. Scope of Services

This section includes a list of services that the selected Integrator of Record may be asked to provide. This list is intended to provide potential proposers with information about the types of services they must be qualified to provide and may be tasked with performing.

- Serve as the City's Integrator of Record.
- Design and integrate updates to the City's existing SCADA system.

- Provide equipment or technical recommendations and associated preliminary price estimates to support the development of City project budgets.
- Troubleshoot issues with City facilities and make recommendations for improvements.
- Perform ongoing routine maintenance and repairs on the control system and instrumentation and affected components.
- Provide emergency support services.
- Work with architects, engineers and contractors as needed concerning public improvements.
- Serve as the City's representative as requested during the instrument/component selection, design review, plan approval, construction management, and project closeout phases of any capital project, development or planning project prepared by others and submitted to the City for approval. Provide written recommendations from a control systems and instrumentation perspective when requested.
- In addition to the general and recurring activities listed above, there may be ad hoc duties including verbal communications with the Mayor, City Council, or other City staff in elements of prudent administration of the City's infrastructure systems.
- Subconsultants may be used, subject to written approval by the City on design projects where supplemental expertise is desired.

Services provided by the City's Integrator of Record are expected to primarily support the City's water and wastewater systems. The City is beginning preliminary design on a major water system improvements project which is expected to include a SCADA system and PLC upgrade. The project will also transform the City's water system from being pressurized using an elevated reservoir to a pump-pressurized system. The preliminary design of this project is being completed by the City Engineer of Record. The City may choose to have the water system control improvements be designed and implemented by the City Integrator of Record in coordination with the City Engineer of Record and other Contractors. Additionally, the City is completing a Wastewater Facilities Plan. The City may choose to have its Integrator of Record complete control and integration system improvements identified through the facility planning process in the future.

The Integrator of Record reports directly to the Public Works Superintendent. The work will include site visits, telephone conferences and email. Inquiries from the general public and/or press are outside the purview of the Integrator of Record. Any and all inquiries for the Integrator's time shall be channeled through the Public Works Superintendent or Public Works Administrative Manager, one of who must authorize such request prior to the Integrator taking any action.

3. Instructions

3.1 Proposal Submittal and Due Date

Proposals shall be submitted via email to Public Works Administrative Manager Melinda Olinger at molinger@cityofhubbard.org and titled: "2023 City of Hubbard Integrator of Record Proposal." Responses must be received by the email account listed above by the date and time listed on the cover of this RFP. Responses shall meet the requirements set forth in Sections 3.4 Proposal Format, and 3.5 Proposal Content.

3.2 Inquiries

Michael Krebs, Public Works Superintendent, shall act as the facilitator for this process. Responses not received by the above specified date and time will not be considered. Questions concerning this RFP should be submitted via email to mkrebs@cityofhubbard.org and cc'd to Melinda Olinger, Public Works Administrative Manager at molinger@cityofhubbard.org.

Oral instructions or information concerning the RFP given out by elected officials, employees, agents or representatives of the City of Hubbard to prospective Responders shall not bind the City of Hubbard and shall not be relied upon. Changes to instructions concerning the RFP process or additional information will be issued via an addendum to all prospective Responders who are on the City's solicitation distribution list.

3.3 Minimum Qualifications

Proposers must meet the following minimum qualifications to be considered:

- 5 years of experience providing water and wastewater integration and support services to public agencies.
- Good legal standing in Oregon and in home state if other than Oregon. (No bankruptcy, fraud, or illegal activities for the past 10 years.)
- Ability to provide the integration work needed by the City to the standards required by the City, County and State.

3.4 Ability to furnish insurance coverage as specified in Section 10 of the attached Personal Agreement Services form Exhibit A **Proposal Format**

Proposers shall provide one (1) digital copy in PDF format.

If your proposal contains proprietary information protected under Section 3.8 of this RFP, please provide an additional redacted digital copy.

Proposals (not including covers, divider pages, or resumes) shall not exceed fifteen (15) standard size (8 1/2"x 11") pages, minimum 11-point font. Only resumes required in Section 3.5 can be included as attachments and will not count towards the page limit. No other information can be included as attachments.

All responses to this proposal request must follow the directions stated within this RFP. Adherence to these rules will provide a fair and objective analysis of the proposals. Proposals should be prepared simply and economically. Colored displays, promotional materials, etc., are not necessary. The emphasis should be on completeness, brevity and clarity of content. The City is not interested in boilerplate information or company brochures.

To maintain the fairness and integrity of the selection process, it is important that proposals conform to the requirements stated herein. Do not include any information that is not specifically requested.

3.5 Proposal Content

Please include the following sections in your proposal in the order outlined below:

Cover Letter (limited to 2-pages)

An introductory letter shall be prepared by each Proposer and included as the first page of the proposal. The letter should express the Proposer's interest in the project and summarize any key qualifications or other relevant information. The letter shall be signed by an officer of the company with the authority to commit to contractual obligations on behalf of the company.

The cover letter must include:

- Date
- RFP Name
- Proposer's Name
- Tax Identification Number
- Contract Person
- Telephone Number
- Email Address
- Complete Mailing and Street Address
- A description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party.
- Identify the person who will serve as primary point of contact if the proposer is selected by the City.
- Identify proposed subcontractors, if applicable.
- Include a statement confirming that the Proposer meets the minimum qualifications stated in Section 3.3.
- Identify COBID ownership status and/or employment practices regarding COBID businesses, if applicable.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer's provision of services to any private property owner or developer within the City's jurisdictional boundaries.

Project Approach

Describe the Proposer's project management techniques including how the Proposer delivers projects on schedule and on budget. Describe the overall project approach for identifying and performing necessary control system and instrumentation repairs and/or improvements and for providing ongoing maintenance and support services. Information concerning the design and current state of the facilities should be provided and convey a clear understanding of the City's existing facilities. Multiple aspects of the project approach should be addressed such as design/hardware, software/platform, installation, maintenance, training, and ease of operator use. Demonstrate understanding of municipal long-term capital planning and budgeting to accomplish projects in phases as budget becomes available. Describe the Proposer's approach to quality assurance and quality control when delivering projects for clients.

Technical Expertise & Qualifications

Address proposer's familiarity with operations, construction and maintenance of the City's current systems. Describe Proposer's expertise in the following areas:

- Water treatment and distribution facilities.
- Activated sludge wastewater treatment facilities and wastewater pumping facilities.
- SCADA, PLC and HMI systems.
- Programming and integration of chemical feed pumps, variable frequency drives, and process instruments.
- Public finance and infrastructure financing.

Provide a current resume for the individual who will serve as the integrator project lead and of professional persons who will assist the project lead in performing the work. Include a description of qualifications, skills, and responsibilities, and any relevant licenses or certifications. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable to the City of Hubbard.

Provide a list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis.

Similar Experience and Past Performance

Provide a description of similar previous work demonstrating quality of work, ability to meet schedules, ability to provide emergency support, cost control, contract administration, and the ability to maintain good long-term business relationships.

Provide information on at least 5 clients similar in size and character to the City of Hubbard's facilities. For each client provide the following information:

- Project Title/Name
- Name and address of client
- Current client contact person and contact information
- Summary of project scope and services provided
- Duration of service to client
- Comparison of the proposed budget for integration services to the actual expended amount for integration services. Describe why amounts differ, if applicable.
- Relevance of the reference client and project to the City of Hubbard based on the proposer's understanding of the City's facilities and anticipated integration needs

Support Proximity & Availability to the City of Hubbard

Describe the availability of personnel (with specific emphasis on the integrator project lead previously identified) to the City of Hubbard to respond for repairs, general maintenance, and emergencies. Detail the proximity of personnel and offices that will be providing on-site services, the approximate response time, and the availability and hours of support provided over the telephone.

Ancillary Support Services Provided

Describe any ancillary support services the Proposer typically offers or may offer through existing subcontractor relationships. Examples of such services could include:

- Electrical engineering services
- Licensed Electrician services
- Development of system one line diagrams
- Providing UL listed cabinets
- Provide mobile device access to the system information
- Programming, adjusting operations, and/or servicing backup power generation

3.6 Reservation of Rights

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the best interest of the City and the public as determined by the City in its sole discretion; 5) award the contract to a proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information the City deems

reasonably necessary to allow the City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

3.7 Protests

Proposers are directed to the protest procedures contained in Public Contracting Rule OAR 137-048-0240.

Protests of Solicitation

Proposers may submit a written protest of anything contained in an RFP and they may request a change to any provision, specification or Contract term contained in the RFP, no later than seven (7) calendar days prior to the date proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions.

Protests of Contract Award

Proposers are directed to the protest procedures contained in OAR 137-048-0240. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notice. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the proposals of all higher ranked Proposers failed to meet the requirement of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Services described in the RFP.

3.8 Public Records

All proposals submitted are the property of the City of Hubbard, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after the City executes a contract. Thereafter, except for information clearly identified and marked "Proprietary" or "Trade Secret", all documents received by the City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" or "Trade Secret" to the extent permitted under the Oregon Public Records law. Marking all, or substantially all, of your proposal as "Proprietary" is not permitted and may be grounds for the City considering your proposal unresponsive, at the City's sole discretion. If your proposal contains proprietary information protected under this section, please provide an additional redacted digital copy.

3.9 Costs

Proposers responding to this RFP do so solely at their own expense.

4. Evaluation

4.1 Evaluation Criteria

In evaluating the proposal, the City will utilize the requirements outlined in this section to identify the contractor best qualified to perform the services.

Completeness & Responsiveness (All Must be Yes)

- Timeliness of submittal
- Satisfies minimum qualifications
- Satisfies content and format requirements

Scoring Criteria

Proposals meeting the above Completeness & Responsiveness requirements will be evaluated by the City using the following criteria:

- (20%) Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant's proposed approach and methodology to meet the project requirements.
- (20%) Resources committed to perform the services and the proportion of the time that the prospective consultant's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.
- (15%) Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.
- (2%) Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized business (COBID).
- (25%) Availability to the project locale.
- (10%) Familiarity with the project locale.
- (8%) Proposed project management techniques.

4.2 Selection

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Section 4.1 of the RFP. Completed evaluations shall be combined and tallied. Results of the evaluation will be posted to the RFP listing on the City's website and will be emailed to the primary contact identified in each proposal.

After evaluating the proposals in accordance with Section 4.1 and posting the scores, the City may choose to select an Integrator in accordance with ORS 279C.110(5). Specifically, the City may invite up to three of the top-ranked candidates to submit price proposals for the scope of services described in this RFP. The City will award up to 15 additional points to the candidate submitting the most competitive price proposal, and award fewer points to less competitive price proposals. The City will add the additional points to a candidate's score pursuant to Section 4.1. Alternatively, the City may choose to not ask for price proposals, and instead proceed to negotiate with the highest-ranked candidate. In all cases, the City reserves the right to interview up to three of the highest ranked candidates.

Upon completion of its evaluation process, the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Integrator's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract that the City in its sole discretion deems to be acceptable, the City shall terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

Upon reaching agreement, the notice of intent to award will be posted and the contract will be presented to City Council for approval. If City Council approves the award of the contract as presented then the agreement will be executed.

It is the desire of the City to have a contract in place no later than April 14, 2023.

4.3 Contract

The City desires to enter into a personal services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement which will incorporate this RFP and awardee's proposal. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in the City's sole discretion. Proposers that seek to modify a term or condition of the attached agreement must request the modification at least seven (7) days prior to the date proposals are due. If the City, in its sole discretion, chooses to modify the agreement, it will issue an addendum to address the modification.

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by the City.

It is anticipated the City of Hubbard will enter into a five (5) year agreement, which thereafter may be extended upon written consent of both parties for additional five (5) year terms.

Any contract requires the awardee to comply with all applicable federal and state laws, rules and regulations.

**The City of Hubbard is an Equal Opportunity/Affirmative Action Employer
Women, Minorities and Disabled Persons are encouraged to apply.**

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE
MODIFIED OR REVOKED WITHOUT NOTICE.**

CITY OF HUBBARD, OREGON

PERSONAL SERVICES AGREEMENT

AN AGREEMENT ("Agreement") between the City of Hubbard, an Oregon municipal corporation ("City"), and _____, _____ ("Provider").

WHEREAS, City and Provider believe it is in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Provider's provision of on-call civil engineering services for the City.

1. Term

This Agreement shall run from _____, 2023 through and including _____, 2028, unless sooner terminated or extended under the provisions of this Agreement.

2. Provider's Service

The Provider shall provide to the City all services related to completion of the project (the "Project") as more particularly described in the scope of work ("SOW"), attached to this Agreement as Exhibit A and incorporated by reference herein. In the event of inconsistencies between this Agreement and Exhibit A, the provisions of this Agreement shall control. Generally, the services to be performed by the Provider on the Project consists of those services identified in the Scope of Services in the City's <month> <day> 2023 Request for Proposals. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement.

3. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service.

4. Compensation

City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit "B". Compensation under this Agreement for individual projects which will exceed \$50,000 will be approved by Council and written documentation of approval will be inserted into the project file. Exhibit B will be updated through an amendment to this agreement as agreed to by both the City and Provider.

The City will use federal grant funding to compensate Provider. Specifically, the City is a Subrecipient of a portion of the funds Marion County received pursuant to the American Rescue Plan Act ("ARPA") and related legislation. Provider acknowledges that both City and Marion County are authorized to monitor Provider and its performance of its services in accordance with Marion County Subrecipient Agreement No. BO-4578-22, ARPA and other applicable laws. Without limiting Provider's obligation to perform its services in accordance with all applicable federal, state and local laws, Provider will comply with the following laws, which federal law requires to be included in this Agreement, which will take precedence over any conflicting language in this Agreement, and which are attached and incorporated into this Agreement:

- Exhibit Fed B;
- Exhibit Fed D;
- Exhibit Fed E;
- Exhibit Fed F; and
- Exhibit Fed G.

5. Project Managers

City's Project Manager is Michael Krebs. Provider's Project Manager is _____. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other newsmedium without the prior authorization of City's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Provider hereby expressly acknowledges and agrees that as an independent contractor Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect Provider's independent ability (or the ability of Provider's insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

9. Overtime

Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC § 201 to 209, shall be paid at least time and a half (1-1/2) for all overtime worked in excess of forty (40) hours in any one (1) week.

10. Indemnity and Insurance

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold Marion County, its officers, employees and agents, as well as the City and its officers, employees and agents (collectively "City" for purposes of Provider's obligations under this subsection) harmless from and indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this Agreement. The parties intend that Provider will in all instances indemnify, defend and hold City harmless, except for losses or claims arising solely from the negligent or willful acts or omissions of City.
- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Errors and Omissions Insurance: Provider shall maintain professional liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence covering personal injury and property damage arising from Provider's errors, omissions or malpractice.
- iv. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the state shall be provided to City if the Provider is self-insured.
- v. Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- vi. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

11. Standard of Care

Subject to all conditions set forth herein, Provider shall perform its work to the level of competency currently maintained by other practicing professional engineers performing the same type of work in the region the City is located. Provider is not obligated to exercise professional skill or judgment greater than the standard described in the preceding sentence.

12. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer program output files, and photographs, performed or produced by Provider under this Agreement shall be the property of City.

13. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Marion County, Oregon.

14. Errors

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

15. Extra or Changes in Work

Only the Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work, and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. Successors and Assignments

- i. Both City and Provider bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.
- ii. Neither City nor Provider shall assign or transfer their rights or obligations in this Agreement without the written consent of the other. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

17. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

17. Breach of Contract

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the Agreement affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Provider to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to amounts owed under this or any other Agreement between Provider and City.

18. Mediation/Trial Without A Jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorney's fees in both mediation and litigation.

The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Marion County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section.

19. Termination for Convenience

The City may terminate this Agreement at any time for its own convenience by providing at least thirty (30) days' prior written notice to Provider. Upon termination under this paragraph by City, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Agreement.

20. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the

City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

21. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract.

22. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Agreement and shall ensure that all subcontractors pay those amounts due from the subcontractors.

23. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

24. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Agreement. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

25. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair Labor Standards Act of 1938.

26. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this paragraph.

27. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law or contract for the purpose of providing or paying for such service.

28. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Provider.

29. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

30. Integration

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

SIGNED:

City of Hubbard

Michael Krebs, Superintendent

EXHIBIT B
APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
 - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
 - Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement

under this or any other agreement between Subrecipient and the County.

- **System for Award Management.** Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- **Whistleblower Protection Act.** Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- **Recordkeeping Requirements.** Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- **Civil Rights Compliance.** Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal

governments.

- **Real Property, Equipment and Other Capital Expenditures.** County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name:	City of Hubbard	CMS Number:	BO-4578-22
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Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- ☐ Yes (Skip questions "A" and "B" and finish the certification)
- ☐ No (Proceed to questions "A" and "B")

A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards

Did your organization (1) receive 80% or more of its annual gross revenue AND (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- ☐ Yes If "Yes," proceed to question "B".
- ☐ No If "No," skip question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- ☐ Yes If "Yes", where can this information be accessed?
- ☐ No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____
4 _____	\$ _____
5 _____	\$ _____

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Print Name of Authorized Representative

Print Title of Authorized Representative

Signature of Authorized Representative

Date

*Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.

EXHIBIT FED D

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CFR 229.402(c)(2).

**Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

Exhibit E

**American Rescue Plan Act (ARPA) /
Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
Capital Expenditure Justification Form**

Purpose: To ensure recipient complies with the terms, conditions and requirements of the U.S. Treasury 31 CFR Part 35 SLFRF Final Rule. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million.

Capital Expenditures: Per the Uniform Guidance 2 CFR 200.1, the term "*capital expenditures*" means "expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life."

Organization Name:	City of Hubbard	
Organization Contact Completing Form:		
Date:		
Project Name:	Water System Improvements	
Expenditure Category:	5.11 Drinking water: Transmission & Distribution	
Type of Capital Expenditure ¹ :		
Specify "Other" Expenditure Type:		
Project Amount:	\$	1,000,000
Project Threshold Per Table 1:	\$1M to < \$10M	
CMS # (Marion County to Complete)	4578	

Black shaded cells DO NOT need to be filled out.

1 Describe the harm or need to be addressed.

2 Explanation of why a capital expenditure is appropriate. (For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.)

3 Was there a comparison performed of the approved capital project against at least two alternative capital expenditures?

☐ YES

☐ NO

a) If yes, please demonstrate why the approved capital expenditure is superior.

b) If no, please explain why.

¹ Coronavirus State and Local Fiscal Recovery Funds Project and Expenditures Report User Guide - Appendix H

Marion County to complete this section

Grant Reviewer:

Date Reviewed:

Comments:

Exhibit E

Table 1 (U.S. Treasury Final Rule, General Provisions: Other, b. Capital Expenditures)

If a project has total expected capital expenditures of	and the use is enumerated in (b)(3), then	and the use is not enumerated in (b)(3), then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

EXHIBIT F

ARPA/SLFRF REPORTING REQUIREMENTS FORM

A.1 Project and Expenditure Report

Department shall complete the Project and Expenditure Report as outlined in the Project and Expenditure Report User Guide dated April 1, 2022, according to the awarded eligibility category. The Board and Designee shall provide the Project and Expenditure Report template to the Department no later than June 15, 2022. Once the Department's total project expenditures have been occurred and the project has completed, a final report shall be submitted, and quarterly reporting requirements will no longer be required.

Project and Expenditure Reports are due according to the following table:

Report	Year	Quarter	Period Covered	Due Date
1	2022	2	Project Commence – June 30	July 15, 2022
2	2022	3	July 1 – September 30	October 15, 2022
3	2022	4	October 1 – December 31	January 15, 2023
4	2023	1	January 1 – March 31	April 15, 2023
5	2023	2	April 1 – June 30	July 15, 2023
6	2023	3	July 1 – September 30	October 15, 2023
7	2023	4	October 1 – December 31	January 15, 2024
8	2024	1	January 1 – March 31	April 15, 2024
9	2024	2	April 1 – June 30	July 15, 2024
10	2024	3	July 1 – September 30	October 31, 2024
11	2024	4	October 1 – December 31	January 15, 2025
12	2025	1	January 1 – March 31	April 15, 2025
13	2025	2	April 1 – June 30	July 15, 2025
14	2025	3	July 1 – September 30	October 15, 2025
15	2025	4	October 1 – December 31	January 15, 2026
16	2026	1	January 1 – March 31	April 15, 2026
17	2026	2	April 1 – June 30	July 15, 2026
18	2026	3	July 1 – September 30	October 15, 2026
19	2026	4	October 1 – December 31	March 15, 2027

A.2 Recovery Plan Performance Report

Department shall complete the Recovery Plan Performance Report. The Board and designee shall provide the Recovery Plan Performance Report template to the Department no later than June 15, 2022.

Recovery Plan Performance Reports are due according to the following table:

Report	Period Covered	Due Date
1	Award Date – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	March 15, 2027

A.3 Federal Funding Accountability and Transparency Act Certification

Department shall require its contractor(s) and subcontractor(s), to complete and include Exhibit D. Federal Funding Accountability and Transparency Act Certification as part of the contract.

A.4 ARPA/SLFRF Capital Expenditure Justification Form

Department shall require its contractor(s) and subcontractor(s) to complete and include Exhibit E. ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.

Exhibit G - Marion County Disbursement Request



Recipient:

Project Name:

Funding Program:
Assistance Listing (CFDA#):

Project Number:

Date:

Final Draw? ☐ Yes ☐ No

Reporting Period:

to

(A)	Marion County Funds (Enter Whole Dollars Only)				Other / Matching Funds (Enter Whole Dollars Only)				All Funds (J) = [C+D+G+H] Disbursed & Expended
	(B) Approved Budget	(C) Prior Disbursements	(D) Current Request	(E) = [B-C-D] Balance	(F) Approved Budget	(G) Prior Expenditures	(H) Current Expenditure	(I) = [F-G-H] Balance	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Certification: I certify that the data is correct and that the amount requested is not in excess of current needs, nor has been already reimbursed by federal, state, or other resources.

For Marion County Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Authorized Signature and Title	Date
Authorized Signature and Title (if necessary)	Date
Project Contact for Payment Notification	Phone Number
Email Address	

Dollar Amount	Costing	PO #
\$		CMS #
Authorized Signature and Title	Date	
Authorized Signature and Title	Date	
Authorized Signature and Title	Date	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject us to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section: 3729-3730 and 3801-3812).

Additional Information Required:

Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet. Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation. Submit to ARPArecovery@co.marion.or.us for review and processing of reimbursement. Questions about this form can also be directed to ARPArecovery@co.marion.or.us.

Recipient:	Date:	1/0/1900
Project Name:	Project Number:	0
Funding Program:		

[illegible]