

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2023-596**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Solid Waste Department (County) and Parametrix, Inc. (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2023 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on June 30, 2024, whichever date occurs first. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 719 2nd Avenue, Suite 200, Seattle, WA 98104


Federal Tax ID# or Social Security #: 91-0914810

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.



Signature
Darby Watson
Name (please print)

Senior Vice President

Title
June 13, 2023

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2023

Dated this _____ of _____, 2023

TIM BROWNELL, Director of Solid Waste

ANTHONY DeBONE, Chair, County Commissioner

PATTI ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.

- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Dwight Miller
Principal Consultant
719 2nd Avenue, Suite 200
Seattle, WA 98104
Fax No. 855-542-6353

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

- a. Furnish Landfill Siting Consultant Services in accordance with the following documents attached hereto and made part of this Contract by this reference:
 - 1) Parametrix, Inc. SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation Scope of Work and Fee Proposal dated May, 2023.

2. Consideration.

- a. County shall pay Contractor on a fee-for-service basis in accordance with the Parametrix, Inc. SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation Scope of Work and Fee Proposal dated May, 2023.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES **NO** [Check one]

3. The maximum compensation.

- a. The maximum compensation under this contract, including allowable expenses, is \$799,220.00.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

4. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule: Submittal of monthly progress invoices based on the hours of work completed for each task in accordance with the rates and pricing presented in the Parametrix, Inc. SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation Scope of Work and Fee Proposal dated May, 2023.
- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 2023-596
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor: Parametrix, Inc.

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 PARAINC-01	CONTACT NAME: Jennifer Aguirre	
	PHONE (A/C. No. Ext): (510) 465-3090	FAX (A/C. No.):
E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Valley Forge Insurance Company		20508
INSURER B: Continental Insurance Company		35289
INSURER C: XL Specialty Insurance Company		37885
INSURER D: National Fire Insurance of Hartford		20478
INSURER E: Continental Casualty Company		20443
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 204983166 **REVISION NUMBER:**

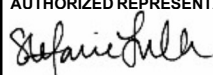
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6050531433	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6050531383 6050531402	11/1/2022 11/1/2022	11/1/2023 11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made Pollution Liability Included			DPR5003740	11/1/2022	11/1/2023	Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Retroactive Date 01/01/1969

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
 Project Number/Name: #273-2509-807 (Deschutes County Contract No. 2021-906) / Landfill Siting Consultant Services --

Deschutes County, its officers, agents, employees, and volunteers are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement. General Liability is Primary/Non-Contributory and severability of interests per policy form wording. Insurance coverage includes waiver of subrogation per attached.

CERTIFICATE HOLDER **CANCELLATION 30 Day Notice of Cancellation**

Deschutes County Department of Solid Waste Attn: Chad Centola 61050 SE 27th Street Bend OR 97702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** additional insured coverage with "arising out of" language; or
- C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A.** coverage broader than required by the **written contract**; or
- B.** a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 15



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020006660505313664450





CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 50531383 Policy

Endorsement Expiration Date:

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership
authorized to do business in the State of Oregon.		
Signature	Senior Vice President	June 13, 2023
Date	Title	Date


B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <u>and</u>	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, <u>and</u>	
3. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.	
<input type="checkbox"/>	A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
<input type="checkbox"/>	B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
<input type="checkbox"/>	C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
<input type="checkbox"/>	D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
<input type="checkbox"/>	E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
Contractor Signature	Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.



Contractor Signature

June 13, 2023

Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
Expense Reimbursement

1. Travel and Other Expenses. (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. Approved reimbursements:

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.

2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

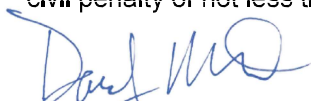
3. Exceptions. Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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 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.
 - a. If any funds other than federally appropriated funds have been paid or shall 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. 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.
 - d. Contractor shall include the language of this certification 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 sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.



Contractor Signature

June 13, 2023

Date

SCOPE OF WORK

Deschutes County SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation

OVERVIEW

The Deschutes County Solid Waste (DCSW) Department has requested a proposal from the Parametrix consultant team for Final Solid Waste Management Facility (SWMF) Site Evaluations. The Parametrix consultant team will research critical issues to confirm the feasibility of future landfill and associated facilities development and to further compare candidate sites. The ultimate objective of the Final SWMF Site Evaluation is to provide Deschutes County with the critical information necessary to select a preferred site to acquire, permit, and develop to serve as the new Deschutes County SWMF, which will include a municipal solid waste (MSW) landfill.

SCOPE OF WORK OUTLINE

Details for the following tasks are provided below:

- Task 1 – Project Management
- Task 2 – Document Management and Preparation
- Task 3 – Communications and Outreach
- Task 4 – Moon Pit Site Evaluation
- Task 5 – Roth East Site Evaluation

TASK 1 – PROJECT MANAGEMENT

Throughout the course of the contract, Parametrix will provide effective project management and coordination to execute the scope of work within budget and schedule, meeting the County's expectations for content and quality.

Project management activities will include:

- Developing a project schedule
- Identifying and tracking of milestones
- Developing an internal project management plan, including a quality control plan
- Managing project activities
- Preparing monthly invoices accompanied by a project status report
- Administering subconsultant agreements
- Participating in bi-weekly progress meetings with DCSW
- Coordinating, scheduling, and participating in project meetings, including preparing meeting notes

Invoices and project status reports will include:

- Itemization of costs by task
- Budget status by task
- Estimate of percent complete by task
- Backup information for invoiced costs

Project management is anticipated to occur from June 2023 - June 2024.

Deliverables

The following deliverables will be prepared for this task:

- Monthly invoice and status reports (pdf)
- Project meeting notes (pdf)
- Periodic schedule updates (MS Project or pdf)

TASK 2 – DOCUMENT MANAGEMENT AND PREPARATION

While discipline-specific documents will be developed by discipline leads under their subtask, this task is intended for overall document management, assembly of the Final SWMF Site Evaluation Report (draft and final), technical editing, and quality assurance oversight. All documents will be provided to the County electronically in MS Word (draft) or pdf (final) format. Parametrix will coordinate document reviews with the County and prepare final documents from the County's consolidated comments.

Individual reports or memoranda will be prepared by each of the subtask leads to document their findings with respect their area of study. These separate documents will be reviewed by Parametrix and DCSW and updated in response to review comments.

Parametrix will then incorporate these subtask reports/memoranda into a cohesive Final SWMF Site Evaluation Report (draft) as narrative sections and/or appendices. The Final SWMF Site Evaluation Report will address the topics outlined by the Oregon Department of Environmental Quality (DEQ) for Section 1 and Section 2 of the Site Characterization Report. Below is a summary of topics covered under these sections:

- Section 1: Location Restrictions
 - Airport Safety
 - Floodplains
 - Wetlands
 - Fault Areas
 - Seismic Impact Zones
 - Unstable Areas
 - Critical Habitat
 - Sensitive Hydrogeologic Environments

- Section 2: Phase 1 Landfill Site Characterization
 - Existing Conditions
 - Climate/Meteorology
 - Hydrology
 - Water Balance
 - Water Use Inventory
 - Geology and Hydrogeology Investigation
 - Phase II Workplan

This guidance from DEQ identifies the scope of investigations necessary to comply with the solid waste rules and provide DEQ with sufficient data to evaluate the permit application or other submittals. In addition to these topics other topics will be studied and documented, which factor into the County’s selection of the preferred SWMF/landfill site (i.e., land use permitting, concept designs, cost estimates, community concerns, infrastructure assessments, etc.). As a result, the Final SWMF Site Evaluation Report will meet and exceed the requirements for Phase 1 Site Characterization, which will later be reviewed by DEQ as a part of the full Site characterization report required to permit the landfill at the selected SWMF site.

A draft copy of the Final SWMF Site Evaluation Report will be provided to DCSW for review and comment. Parametrix will update and finalize the Final SWMF Site Evaluation Report.

Deliverables

The following deliverables will be prepared for this task:

- Individual memoranda/reports by subtask
- Final site evaluation report (draft)
- Final site evaluation report (final)
- Information transfer and summary

TASK 3 – COMMUNICATIONS AND OUTREACH

Parametrix and Consor (subconsultant) will build on Phase 1 project informational materials to support Phase 2 public engagement. Task activities are described below:

- Update project fact sheets, FAQs, and other informational materials at regular intervals as necessary.
- Update project story map to reflect real time project updates.
- Prepare outreach and briefing packet to support project team during presentations, stakeholder outreach meetings, and other engagement opportunities.
- Prepare e-news update for distribution by County.
- Support preparation for two project “Town Halls”/“Open Houses”.
- At the direction of the County, conduct direct outreach and engagement to adjacent neighbors, interested parties, and stakeholder groups.
- Conduct direct outreach presentations with stakeholders and/or stakeholder groups.

- Participate in bi-weekly project management team meetings to provide community engagement project management support.

The consultant team will provide support to the Solid Waste Advisory Committee:

- Provide facilitation and presentation support.
- Prepare agendas and draft meeting minutes.

Deliverables

The following deliverables will be prepared for this task:

- Updated fact sheets, FAQs, and story map
- Direct outreach and summaries of each
- Town hall/open house presentation materials, and summary of meeting results/comments (assumes County takes care of venue, food, promotion, administrative support).
- E-news and interested parties list email updates

Assumptions

The following assumptions apply to this task:

- There will be three updates of fact sheets, FAQs, and other informational materials during duration of project.
- There will be four story map updates.
- Parametrix will provide GIS mapping support.
- There will be four renditions of briefing and outreach materials.
- There will be four editions/revisions for the e-news updates for use.
- Thirty hours have been allocated for direct outreach presentations.
- The consultant team will participate in ten 1-hour SWAC meetings.
- The bi-weekly project management teams meetings will be 2 hours each.

TASK 4 – MOON PIT SITE EVALUATION

The consultant team will accomplish Subtasks 1 – 14 described below with respect to the Moon Pit Site.

TASK 5 – ROTH EAST SITE EVALUATION

The consultant team will accomplish Subtasks 1 – 14 described below with respect to the Roth East Site.

FINAL LANDFILL SITE EVALUATION SUBTASKS INCLUDED UNDER TASKS 4 AND 5

Subtask 1 – Conceptual Master Plan and Preliminary Engineering

The consultant team will develop a conceptual master plan for each site to determine if the site can accommodate DCSW development requirements and will identify any opportunities or constraints that have the potential to influence project timeline or cost. To facilitate conceptual master plan layouts and landfill grading

designs, Parametrix survey staff will gather surface elevation data via aerial drone photogrammetry at each candidate site.

The conceptual master plan will reflect the findings of other due diligence information, requirements, regulations, and code relevant to the location of the project. All site data captured in the course of the final SWMF site evaluation that can be presented in a geographical manner will be included within the conceptual master plan section of the Final SWMF Site Evaluation Report.

The conceptual master site plan will show the locations of the landfill cells, associated facilities, utilities, sensitive areas and buffers; any land-use code assumptions and constraints with potential impacts on the site; and any public improvements that will be required for land use approval and the solid waste permit application. The conceptual master plan and conceptual grading plan will be issued in AutoCAD and pdf format.

Deliverables

The following deliverables will be prepared for this task:

- Conceptual master plan, including buildings, landfill cells, leachate ponds, landfill gas system(s), road layout/vehicular access, loading and parking areas, an area set aside for non-landfill solid waste related activities (recycling, composting, materials processing), protected habitats delineation and property buffers. The conceptual master plan will be annotated with a brief description of the master plan options highlighting development challenges and/or opportunities as identified throughout the final SWMF site evaluation.
- Conceptual grading plan showing landfill cells and grading implications around the site (existing ground drainage patterns, ponds, and retaining walls), identifying site grading issues based on the topographical and geotechnical analysis completed and the potential development constraints. Landfill capacity estimates will be provided.
- 3D renderings illustrating the proposed landfill cell excavation(s) and finished surface grading upon closure of all cells, including aerial imagery, topography, and nearby surroundings from a variety of viewpoints.

Subtask 2 – Capital and Operational Cost Analysis

The consultant team shall prepare itemized cost estimates for the capital and operational costs of a new landfill at each candidate SWMF site. Cost estimates will be prepared to Class 4 standards for feasibility studies per American Association of Cost Engineering (AACE) guidance documents, by which a cost accuracy range of -30% to +50% is assumed and presented. The opinion of probable cost will combine anticipated cost items identified under separate subtasks and will be supplemented with additional cost items, contingencies, and allowances necessary to be comprehensive and reasonably accurate for the level of information developed. Capital and operational cost analysis is anticipated to include:

- Capacity and projected life
- Population to be served
- Accepted and prohibited wastes
- Rate of waste disposal
- Mineral resources
- Initial development costs

- Refuse cell construction
- Description of operation
- Daily and intermediate cover
- Landfill closure
- DEQ permit fee(s)
- Summary of cost analysis

Deliverables

The following deliverables will be prepared for this task:

- Capital cost estimates table with supporting information, for inclusion in report(s)
- Operational cost estimates table with supporting information, for inclusion in report(s)

Subtask 3 – Site Development and Permitting Assessment

The consultant team will research critical site development, permitting, and infrastructure issues to inform the eventual land use and solid waste permitting effort and coordinate with other deliverables. This work will include the items below.

Zoning and Land Use

- Identify development or zoning restrictions that may impact landfill and associated facilities development and requirements for zone changes or conditional use permits. Identify the process for obtaining any zone changes or conditional use permits, including application process, and whether the process is discretionary, open for public comment, or strictly administrative.
- Evaluate natural hazard or adjacency exposures and identify:
 - Credible worst-case scenario(s) which pose a risk to personnel safety/health and/or result in a disruption to landfill development or operations, and
 - Regulatory code requirements (such as seismic) that DCSW must comply with relative to local hazards.
 - Where appropriate, a map with all hazards labeled and their exposure pathways indicated.
- Describe and prepare a map depicting areas within and surrounding the site that may have natural, ecological, archaeological, cultural, or historic significance and, if within the site boundary, a calculation of the area impacted. In addition, the description will indicate the distance to any landmarks or areas of natural, ecological, archaeological, cultural, or historic significance near the site, or within which the site sits.
- Determine noise limits, standards, and relevant guidelines for the site and proposed use. Based on these, and the orientation of landfill facilities in the conceptual master plan, the consultant team will determine whether sound and vibration will cause permitting difficulties. Determination will consist of:
 - Review of national, regional, and local planning policy and guidance, as well as specific Deschutes County requirements for noise.
 - Identification of nearby sensitive receptors that may be affected by noise from proposed landfill.

- Assessment of the potential for existing facilities in the vicinity of the site to contribute to elevated noise levels.
- Qualitative assessment of noise resulting from landfill operations.
- Identification of key compliance risks and constraints with the day- and night-time noise thresholds.

Variations and Encumbrances

- Identify any granted variations or received development entitlements for the site.
- Review and detail any existing encumbrances on the site, including easements, wayleaves, licenses, development restrictions, development covenants, homeowners' association documents/CC&Rs, leases, and any constraints the foregoing encumbrances may pose on DCSW development plans, project schedule, and operations.

Permissions and Permitting

- Identify documentation requirements, submittal process, review/public comment process, site development fees, and other information required to produce a complete package for jurisdictional submittal, review, approval, and permit issuance in a timely manner.
- Clearly indicate estimated time- scales and durations for all steps in the submittal process to allow 1) construction commencement (including the potential for early works), and 2) operations commencement.
- Complete list of permits and agency reviews/approvals required for development of a new SWMF and associated facilities in Deschutes County. Identify required permits (including solid waste permit, construction requirements, planning and environmental authorizations, licenses, or permits necessary for the construction and operation of a landfill) and the time necessary to prepare the relevant applications and receive the permits (including any mandatory or discretionary public comment periods).
- Call out risks as well as opportunities to accelerate, including any anticipated or likely changes to the permitting processes or the risk of judicial review/injunctions. Detail where there is a risk of judicial review/injunction/appeal, the potential impacts and the possible delays.
- Provide strategic permitting advice for development at the site, i.e. land use approvals, as well as advice on the best route to achieve development consent on the site.
- Identify potential planning conditions and obligations that may be imposed based on the nature and scale of the project and the location of the subject parcel(s) and its environs.
- Summarize adjacent landowner information (including any proposed development/redevelopment plans).
- Identify projects already under review by planning authorities that could impact this project, including in relation to cumulative impacts and the risk of compulsory acquisition of the site.
- Identify details of any previous projects or development plans that the current site seller/lessor has engaged with state or local agencies on.

Early Engagement

- Commence early engagement with the Deschutes County Planning Department and Oregon DEQ. Topics and information gathered will include, but are not limited to:
 - Current zoning information, zoning map, and identification of any anticipated changes that could impact site development
 - Plans for rezoning that could impact the project.
 - Any standards, regulations, legislation, or policies applicable to landfills
 - Site development fees
 - Legal description of land, including any land registry details
 - The potential planning conditions, obligations, permits, documentation, submittal process, etc. to serve the site, addressing all of the points in this section.
- Include minutes/notes of meetings and correspondence with agencies as an appendix and summarized within the main section of the report described in Deliverables below.
- Provide contact information for all agencies, statutory consultees, or consenting/permitting stakeholders, including irrigation districts and utility providers that DCSW will need to engage with during the permitting and development of the site.

Deliverables

The consultant team will prepare a report that addresses the scope defined above and includes:

- A summary of all collected information and findings. Emphasize potential site or infrastructure issues that could affect the ability to develop the site or impact project cost and/or timeline, including a description of potential mitigations and requirements to enable development.
- A detailed account of the permits required for development, documentation requirements, submittal process, projected permitting timelines (including alternative permitting pathways), estimated site development fees, and other information required to produce a complete package for jurisdictional submittal, review, approval, and permit issuance in a timely manner.
- Permitting timelines, depicted in a Gantt-style chart graphically showing duration, overlaps, and identifying the critical path. Critical milestones are construction commencement and operation commencement. Identify dependencies, opportunities to accelerate, risks to permitting timelines, and opportunities to stagger tasks to accelerate dependent tasks and prepare in MS Project.
- Identify long-lead permitting tasks (e.g. land use review/approvals, supporting documentation, long-term testing, and complex permitting document preparation).
- Provide strategic permitting advice for development at the site, i.e., advice on the best route to achieve consent on the site.

Subtask 4 – Transportation System Assessment

The consultant team will prepare a traffic impact study to evaluate the proposed development’s potential impact on local traffic conditions surrounding the site and to support subsequent permit documentation. The study will

include appraisal of the existing transportation network and traffic conditions in comparison to projected traffic conditions at full buildout. This study will include:

- Documentation of the existing transportation network and the determination whether the proposed development will trigger agency-required offsite roadway improvements or site investigations/mitigations, and if so, the extent of the required improvements, associated timelines/costs, and who will be responsible for their provision. Based on initial trip generation estimates to and from the site, it is expected that a site traffic report (STR) will be required consistent with Deschutes County Code 18.116.310 requirements.
- A review of potential access points for the site, whether public or private. Where access is via private roads, the consultant team will provide details of road ownership.
- An account of the location, capacity, and ability of the existing transportation infrastructure to serve the site. No traffic count data collection is included in this scope of work.
- The consultant team will identify potential constraints on access to the site by DCSW, employees, franchise haulers, transfer trucks, suppliers, construction contractors, etc., due to limiting factors such as inadequate driveway geometry, blind turns, low clearance bridges, etc.
- The consultant team will provide mapping illustrating the access options to the site, and possible constraints along each route.
- The consultant team will specify, where possible, if any mitigation measures are likely to be warranted to demonstrate compliance to local authority guidelines for planning purposes and to limit impacts of traffic conditions to the surrounding community and existing transportation system.
- Additionally, the consultant team will determine if the proposed development will trigger agency-required committed offsite roadway improvements, and if so, the extent of the required improvements.
- The consultant team's analysis will include a breakdown of estimated near-term and long-term traffic counts, consisting primarily of haul trucks and landfill operations staff, based on information provided by DCSW.

Deliverables

The consultant team will provide a written report, which will present findings and specify any mitigation measures recommended and/or required.

Subtask 5 – Water Infrastructure Assessment

The consultant team will research and evaluate issues and develop an initial high-level planning cost estimate associated with developing and establishing a water supply source for a future landfill facility at sites selected for the final site evaluation. The consultant team will:

- Evaluate and assess the site with respect to Deschutes Basin mitigation zones of impact.
- Evaluate the site with respect to Deschutes Basin groundwater mitigation program.
- Review site with OWRD groundwater information system mapping tool concern ratings.
- Review available well yield data for the site area.
- Further refine future landfill water supply requirements/needs.
- Review water rights permitting issues.

- Complete preliminary well design.
- Review water supply well placement criteria (OAR 690-210-0030).

Deliverable

The consultant team will provide a technical memorandum presenting a water infrastructure assessment for each finalist SWMF site.

Assumptions

Sites selected for the final SWMF site evaluation are remote and not serviced by an existing water purveyor. It is therefore anticipated that the future landfill facility will obtain required water needs through establishment and operation of a groundwater supply well(s). Determination of future landfill facility water requirements will be provided by others. Ideally, facility water demands can be met with one well. However, it is possible that groundwater-bearing zones at a selected site may have yields such that more than one well would be required. It is also anticipated that there are potential restrictions that may result in making a water rights difficult to obtain and require mitigation. The water infrastructure assessment will not examine water conveyance systems, disposal options of wastewater, or stormwater management.

Subtask 6 – Electrical Power Supply Review

The consultant team will:

- Summarize estimated power demands for landfill facilities and operations.
- Identify the power company with territory applicable to the site and potential points of connection.
- Coordinate with the power company to confirm that an adequate power supply can be made available to the site and the required infrastructure is in place (powerline extensions, transformer, meter, substation upgrades, etc., as applicable).
- Request a cost estimate from the power company for a new electrical service to the site.
- Summarize findings in a memorandum, to be incorporated into the final SWMF site evaluation.

Subtask 7 – Flood Risk Desktop Review

The flood risk desktop review will be managed by an experienced hydraulic engineer licensed and credentialed in the applicable jurisdiction. The purpose of the flood risk desktop review is to provide an evaluation of the risk of primary and secondary flood effects to landfill facilities, power, water, and networking utilities, as well as site access and anything that could affect its operations. For the flood risk desktop review, the consultant team will:

- Identify the magnitude and likelihood of a flood event that has the potential to impact the site
- Identify existing and preliminary mapped floodplains and floodways within and adjacent to the site.
- Outline prioritized mitigation approaches to minimize risk to the site.
- Include the identification and mapping of each supply path for each critical supply system to the site. The review will determine the extent of flooding required to impact site accessibility and critical supply delivery system and quantification of the likelihood of occurrence.
- Map flood zones 1:500 and 1:100 (0.2% and 1% Annual Exceedance Probability [AEP] flood) within a 3-mile radius of the site.
- Consider fluvial flooding, flash flooding, pluvial flooding, and ground water flooding.

- Describe specific county or state requirements for flood risk assessment criteria, for approval purposes.
- Qualitatively identify the anticipated changes in terms of flooding as a result of climate change at the 2050 and 2100 horizons.

Deliverables

The consultant team will deliver a written report with the flood risk desktop review results and identify whether further studies are necessary.

Subtask 8 – Geology/Hydrogeology Assessment

The consultant team will research and evaluate available studies and data to develop a geologic framework of each site. The assessment will include the critical hydrogeologic properties that may affect a future landfill facility at sites selected for Final SWMF Site Evaluations. Under this subtask, the consultant team will:

- Review United State Geological Survey (USGS), Oregon Department of Geology and Mineral Industries (DOGAMI), and OWRD reports for data that may be relevant to each site.
- Visit each site to verify ground surface conditions and locations of nearby water wells used in the hydrogeologic evaluation.
- Based on available data, characterize groundwater conditions including depth to groundwater and probable flow direction.
- For sites with a functional on-site water supply well(s), sample and analyze water from the well(s) for a select suite of landfill parameters.
- Assist the geotechnical investigations (see Subtask 9) to field-screen soil samples for contaminants (gases and/or volatile organic compounds) and gather appropriate geologic information.
- Correlate well logs with on-site geotechnical boring logs and geophysical surveys.
- Evaluate sites for hydrogeologic criteria that would restrict uses as a landfill (OAR 340-94-0040).

Deliverable

The consultant team will deliver a technical memorandum presenting a summary of subsurface soil, rock, and groundwater conditions based on review of existing information, site reconnaissance, and subsurface exploration for each selected site.

Assumptions

Final candidate SWMF sites are in rural areas with limited information that will likely provide for only a regional characterization of geologic and hydrogeologic properties. To obtain site specific data, a subsurface investigation of the upper geologic units will be performed in conjunction with geotechnical borings to minimize investigation expenditures.

Subtask 9 – Geotechnical Investigations

The previous iterations of the site selection process were completed as a desktop GIS study using scoring criteria to narrow site selection down to two potential properties summarized in Table 1. There are many unknowns about the subsurface conditions as well as the viability of land acquisition for the final sites that may influence the final selection. As such, the consultant team plans a phased approach to provide preliminary geotechnical data for each of the sites to be compiled in individual geotechnical feasibility reports.

Table 1. Potential Sites

Site Name	Site ID	Total Acreage
Moon Pit	191400-200	~380
Roth East	201500-301	~300

From a geotechnical standpoint, these sites are significantly different with respect to surface conditions, subsurface conditions, and existing information. As a result, the approaches and costs to complete the Phase 1 geotechnical feasibility study also differ for each site and are presented separately. Note that details to be included in the report of findings for each site will be similar.

The first phase (under this contract) will include a preliminary and limited geotechnical assessment of each site to be costed individually. The second phase (under future contract) will include a robust geotechnical evaluation to be completed with a thorough subsurface investigation program. The results of the first phase will be used to help guide the exploration program of the second phase.

The selected sites identified for “Focused Site Screening” are located partially or entirely in DOGAMI geohazard polygons including liquefaction susceptibility, landslide susceptibility, and within nearby proximity of faults identified within the USGS Quaternary faults and fold database.

Moon Pit Site – Preliminary Geotechnical Assessment

A preliminary geotechnical assessment will be completed using limited site exploration to provide a baseline summarizing the findings in a preliminary geotechnical feasibility report. The site is currently in use as an active aggregate mine and existing documents regarding the site geology, material quality, and other geotechnical information will be reviewed and considered in the analysis. Existing conditions will be evaluated based on a thorough geologic reconnaissance taking advantage of the many exposures to estimate geologic conditions that could influence site development. These tasks will be conducted under the supervision of a certified engineering geologist (CEG) and geotechnical engineer (GE) licensed in the state of Oregon.

The preliminary geotechnical assessment for the Moon Pit site will include the following tasks and deliverables:

- Desktop study and document review
- Onsite geologic reconnaissance
- Estimated soil thickness, soil types, and variations in depth to rock
- Summary and interpretation of subsurface conditions
- Summary of regional and site-specific geology
- Summary of slope conditions
- Discussion of regional seismicity and fault hazards
- Site geohazard limitations
- Evaluation of design alternatives
- Potential construction considerations and limitations
- Photo documentation of current site conditions

Roth East Site - Preliminary Geotechnical Assessment

A preliminary geotechnical assessment will be completed using limited site exploration to provide a baseline summarizing the findings in preliminary geotechnical feasibility report. In contrast with Moon Pit, existing site-specific documents are unlikely to be available. As a result, the evaluation will begin with a desktop review of public information followed by a site geologic reconnaissance, geophysical exploration, and optional drilling exploration. These tasks will be conducted under the supervision of a certified engineering geologist (CEG) and geotechnical engineer (GE) licensed in the state of Oregon.

The preliminary geotechnical assessment for the Roth East site will include the following tasks and deliverables:

- Desk Study and document review
- Onsite geologic reconnaissance
- Geophysical exploration
- Estimated soil thickness, soil types and variations in depth to rock
- Summary and interpretation of subsurface conditions
- Summary of regional and site-specific geology
- Summary of slope conditions
- Discussion of regional seismicity and fault hazards
- Site geohazard limitations
- Evaluating design alternatives
- Potential construction considerations and limitations
- Photo documentation of current site conditions

Optional Subsurface Exploration

An optional subsurface investigation is included with this evaluation of the Roth East site. This investigation will be conducted following completion of the site reconnaissance geophysical investigation. A total of 3 borings up to 150 feet in depth will be advanced as part of this program. Borehole locations and depths will be targeted based on the site reconnaissance and geophysical results. The findings of this subsurface investigation will be incorporated into the preliminary geotechnical feasibility report.

Subtask 10 – Environmental Assessment Phase I

The consultant team will prepare an Environmental Site Assessment (ESA) of the site. The ESA will be performed to the standards of the ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, or to a standard meeting local agency requirements, whichever is the highest standard.

Where the ASTM standard is not appropriate for an environmental assessment, the consultant team will notify DCSW in advance of the standard meeting local agency requirements (the “Accepted Standard”). Any use of an Accepted Standard rather than the ASTM standard will be pre-approved by DCSW. Any use of an Accepted Standard rather than ASTM Standard will be identified in reports provided to DCSW.

The consultant team will expressly state that it authorizes Deschutes County, its affiliates, lenders, developers, contractors, successors, and assigns (collectively, the “Relying Parties”) to rely on any environmental assessment

prepared by the consultant team as fully and completely as if the environmental assessment had been prepared for and was addressed to any of the Relying Parties.

For environmental assessments in the United States, the consultant team will place the following statements in the environmental assessments document and sign the document:

“[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR §312.10.”

“[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, we] have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Without limiting any of the foregoing, the Phase I environmental assessment will include the following tasks:

- Identify the site and the current land use of the site, adjacent to and in the vicinity of the site and reasonably known future developments adjacent to and in the vicinity of the site.
- Review readily accessible information regarding the topography, soils, geology, and groundwater flow directions near the site.
- Review content and accuracy of reasonably ascertainable and reviewable regulatory information published by state, local, indigenous, health, and environmental agencies pertaining to the site and vicinity.
- Review readily accessible files from regulatory agencies for any site, or area near the site, identified as having released (or having the potential to release) hazardous constituents into the environment and determination whether the releases could impact the site.
- Review historical data sources for the site and vicinity, including aerial photographs, development permits and permissions, topographic maps, fire insurance maps, city directories, site investigation reports, contamination remediation reports, unexploded ordinance and other readily available development data.
- Conduct a site inspection and environmental review of the site, including a visual inspection of the site and adjacent properties with a focus on indications of hazardous substances, including petroleum products, polychlorinated biphenyls (PCBs), asbestos, wells, storage tanks (above and below ground), solid waste disposal pits and sumps, and utilities, etc.
- Interview the existing property owner and people with knowledge of the development history of the site and the vicinity.

ASTM E1527-21 outlines a non-exhaustive list of “non-scope considerations”. For each ESA, the consultant team will proactively check and confirm with DCSW the list of topics that the consultant team will address. The inclusion of any of these additional topics will increase scope and fee for the environmental site assessment beyond what is presented in this scope of work, depending on the additional requirements. For example, topics may include but are not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Asbestos • Building materials containing asbestos,. • Building materials containing artificial mineral fiber | <ul style="list-style-type: none"> • Building materials containing polycyclic aromatic hydrocarbons • Building materials containing PCBs • Other relevant building contaminants depending on age and use of the site |
|--|---|

SCOPE OF WORK (continued)

- Biological agents
- Cultural and historic artifacts and resources
- Ecological resources
- Species and habitats assessment (including endangered, threatened, and protected species)
- Health and safety
- Indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment
- Industrial hygiene
- Lead-based paint
- Lead in drinking water
- Mold
- Radon or urea formaldehyde
- Regulatory compliance and certifications
- Wetlands
- Munitions/unexploded ordinance (UXO)
- Non-native/invasive species
- Radioactive materials
- Methane/ground gas
- Environmentally protected areas
- Water supply (potable and non-potable)
- Wastewater disposal
- Land planning
- Noise mapping
- Land designation/use restrictions and zoning
- Climatic effects
- Off-sets
- Sampling

Deliverables

The consultant team will provide a written ASTM E1527-21-compliant report presenting the findings of the scoped information detailed above. The report will include:

- A description of all potential environmental aspects (including specific identification of all Recognized Environmental Conditions (REC) at the site that could hinder the successful, timely construction of a landfill and its subsequent operations. The degree of risk to the project completion will be assessed in tabular format.
- A description of clear mitigation options and actions necessary to allow the successful launch of the landfill. Cost estimates for potential mitigation options including Most Likely Case and Reasonable Worst Case cost estimates will be included where applicable and possible (where there is sufficient data). All assumptions will be outlined and gaps identified.

The consultant team will advise whether additional investigation is required to assess the environmental condition of the property. A detailed scope and schedule for the Environmental Assessment Phase II should be appended to the Environmental Assessment Phase I. Summary information will be included within a site summary matrix.

At the written request of DCSW, the consultant team will provide amended ESAs, providing further information or clarification in relation to any specific topics specified by DCSW. DCSW may seek to have the ESA report refreshed if the period of validity lapses.

Subtask 11 –Weather and Air Quality Desktop Review

The consultant team will:

- Determine the relevant air quality standards (both ‘end of stack’ emission limit values and ambient air quality standards) for the site and intended use.
- Describe air quality and emissions control legislation as applicable to landfill gas production and destruction via flare(s).
- Investigate, review, and consolidate publicly available weather and air quality data from the past five years (minimum) to inform the design of the landfill.
- Identify any facilities and activities within a 3-mile radius that could impact air quality levels.
- Identify any site as well as any seasonal climatological/meteorological aspects (e.g. annual weather cycles, sand/dust storms, dust devils, etc.) that could impact air quality levels.
- Investigate the following daily average weather data:
 - High and low Temperatures
 - Relative humidity
 - Wind speed and direction
 - Precipitation
 - Lightning susceptibility
- Investigate the following air quality data for the site. The consultant team will advise DCSW whether additional air quality data is required or recommended.
 - Solids
 - PM10 (2.5µm < particle size < 10µm)
 - PM2.5 (particle size < 2.5µm)
 - Liquids
 - Airborne salinity
 - Gases
 - H₂S, SO₂, SO₃, Cl₂, NO_x, NH₃, and O₃

An experienced air quality specialist will review the results of the weather and air quality investigation. The consultant team will make recommendations on whether additional data or studies are required.

Deliverables

The consultant team will summarize weather and air quality data. For each set of weather and air quality data, coordinates of the monitors from which that data were collected will be noted. This review will also summarize, if available, any local, regional, and national air quality policies, position papers, and requirements in relation to landfill development.

The consultant team will provide a commentary on any existing air quality issues and headroom to national/local air quality standards and will advise on whether preliminary generator flue gas modeling is needed and of benefit (depends on the quality of baseline data and the reliability of any basis for assumptions).

If publicly available PM10 and PM2.5 particulate information is limited or unavailable, the consultant team will provide recommendations and a proposal for PM10 and PM2.5 testing.

Key Questions

- What direction are the prevailing winds? How should the landfill site layout account for this?
- What type of air emissions permitting will be required and what is the permitting timeline for obtaining that authorization.
- What are the notable facilities within a 3-mile radius of the site that may negatively impact the air quality at the site?
- What air emission permitting risks have been identified?
- Are there nearby sensitive receptors (e.g. residential neighborhood, schools)? If so, what and how far away?

Subtask 12 – Natural Resources Assessment

The consultant team will conduct an assessment of the general environmental characteristics of the site based on observations during a site visit and readily available data including aerial photography, topographic maps, public GIS information, species or habitat planning documents, and information from agency websites and coordination.

The consultant team will:

- Identify and depict the boundaries of surface waters and potential wetland resources at the site. Identify, but not formally delineate, the approximate boundary of such features on the site, in order to establish potential project effects. The consultant team will use aerial photographs, topographic, and other available inventory data in addition to field observations to map approximate biological resource, wetland, and surface water boundaries and incorporate the information into project base maps.
- Identify local, state, and federal/national threatened, endangered, or otherwise protected species or habitats occurring or potentially occurring at the site, including sage grouse habitat, big game habitat, sensitive bird and mammal habitat, federal and state listed threatened and endangered species, and others. The consultant team will also identify the existence of protected habitats and species within the Area of Influence associated with the development of the site.
- the consultant team will coordinate with Oregon Department of Fish and Wildlife (ODFW) sage grouse biologist to apply the Habitat Quantification Tool (HQT). To do so, ODFW will accompany the consultant team on a site visit to identify and assess the quality of landscape and habitat features for sage grouse. Then, habitat and development parameters will be inserted into the HQT to identify appropriate mitigation options.

Deliverables

The consultant team will prepare a natural resources assessment that compiles and summarizes, in detail, the information described above. The natural resources assessment will include:

- A description of the boundary of designated habitats, surface waters, and potential wetland resources on the site; a calculation of the area of such features within the site boundary; and accompanying graphics.
- A description of the location and boundary of any agency, local, regional, and nationally designated wildlife point locations (nest, important habitat feature, etc.), habitat, designated critical habitat, or

regulated buffers within the site boundary or on property adjacent to the site; a calculation of the area of wildlife habitats within the site boundary; and graphics depicting the same.

- If natural resources including wetlands, waters, species, habitats, or associated regulated buffers are identified and may be impacted by the project, a description of the mitigation or other avoidance and minimization measures for construction and operation that may be required to allow for development of the site and how it will impact the project timeline and costs.
- If applicable, review any potential natural resource-based policies and identify any potential risks to site development or project development costs.
- A conclusion of whether additional investigation or consultation is required and a schedule of natural resource surveying activities and objectives in order to meet expected permitting requirements.

Key Questions

- What are the distances to designated or protected areas, including habitats and surface water features?
- Are there any biological resources or wetland/surface water constraints present on site or within development's area of influence?
- Are there any specific natural resource permits, authorizations, or approvals required for site development?
- Should impacts to protected biological resources or wetlands and surface waters be identified from preliminary site development planning, what avoidance, minimization, or mitigation measures will allow for site development?

Subtask 13 – Archaeology and Cultural Heritage Assessment

Willamette Cultural Resources Associates, Ltd. (WillametteCRA), will conduct cultural resources reconnaissance survey for the Final SWMF Site Evaluation Report. The cultural resources investigations will include archaeological reconnaissance survey as well as a reconnaissance level Historic Built Environment (HBE) survey, for the finalist sites under consideration for SWMF development.

The project does not currently have a federal nexus, but the selected SWMF site will need to comply with county permitting processes, which require consultation with the Oregon State Historic Preservation Office (SHPO) to ensure history, cultural, or archaeological resources that are important, eligible, or listed in the National Register of Historic Places will not be impacted by the project.

This task will consist of the following activities:

1. Background Research/Permit Application
 - a. Develop written background context statements
 - b. Search records with SHPO to identify and compile previous reports and other records associated with the project location and vicinity for both archaeological and HBE resources.
 - c. Examine historic maps and records to identify past uses of and impacts to project location.
 - d. Conduct focused review of the environmental, Native Peoples, prehistory, and history of the project area.
 - e. Review publicly available documentation pertaining to the historic built environment (books, databases, historic aerial photographs, GIS data, real estate ownership maps, topographic maps).

2. Archaeological and HBE Survey Fieldwork
 - a. Archaeological Reconnaissance Survey
 - i. A non-systematic, opportunistic surface inspection of the project area will be conducted in order to
 - (1) Characterize the topography, sediments, and existing disturbances within the parcel that would help inform recommendations for future work if the parcel is selected.
 - (2) Identify areas with higher probability of containing archaeological materials.
 - b. HBE Reconnaissance Survey
 - i. Conduct ground-level reconnaissance survey from public rights-of-way.
 - ii. Photo-document HBE resources present within the project area that are 45 years of age or older and which are clearly visible from the public rights-of-way. Each HBE resource within the public rights-of-way will be geolocated using a GPS transponder, however, the geolocations of HBE resources located on private property will be approximated.
2. Reporting
 - a. Results will be presented in a technical memorandum for each parcel.
 - b. The report will provide recommendations for further actions that might be necessary to address state archaeological or historic resource requirements and will delineate areas of potential archaeological sensitivity within the parcel.
 - c. The report is intended for internal planning purposes and will not be sufficient to satisfy project requirements for cultural resources investigations under state and federal regulations.

Assumptions

- All areas of the project parcel are accessible.
- No hazards to crew health and safety are present.
- The parcel to be investigated is a maximum of 600 acres in size.
- Fieldwork would occur under one mobilization.
- No archaeological resources will be formally recorded, although if any are identified during the reconnaissance survey they will be noted and recommendations for further investigation made.
- No more artifacts will be collected.
- Lodging rates are based on GSA rates for Bend, Oregon summer months (June-August).
- The gas rates included in the fee estimate are based on the date of this proposal.
- This scope does not cover subsequent phases of investigation (site boundary delineation, evaluative test excavation, data recovery) that may be determined necessary.
- This scope does not cover additional studies that may be requested by the Tribes.

Subtask 14 - Site-Specific Community Assessment

The consultant team will undertake desktop research and analysis of site stakeholders and public comments received to date to identify views on the proposed landfill development and operation. The assessment will

summarize the possible and likely influence these stakeholders could have on future development or operations as well as recommended communications strategies moving forward. The consultant team will:

- Prepare a risk assessment matrix that will identify site-specific stakeholders in the following categories, using publicly available information:
 - Adjacent Property Owners – stakeholders that inhabit, occupy or use lands or amenities in the immediate vicinity of the site, sharing boundaries with the site
 - Local Communities – representative groups or places where people gather
 - Communities of Interest – larger interest groups in the wider area (local environmental organizations, recreationalists with connections to area, other special interest or opposition groups)
 - National Institutions – state/national, semi-state/nationally/federally-supported, and charitable institutions in the wider area (for example, National Audubon Society, Sierra Club, etc.)
- Indicate topics that matter most to the local communities and build on Phase 1 comments received (e.g. environmental issues, diversity, health and safety, recreation use, wildlife, transportation). The descriptions of the adjacent property owners and the local communities will indicate their (or the lands'/ amenities' of interest) geographic position relative to the site.
- Assess whether the development of a landfill at the site would have visual, light, sound, and/ or odor impacts to adjacent property owners.
- Identify whether there is mandatory community engagement associated with the planning and development of the project.
- Identify potential future uses in the general vicinity of the site envisioned by regional stakeholders that could be precluded by development of a SWMF site.
- Provide high-level strategies and approaches for the engagement of opposing stakeholders, informed by the site-specific community assessment.

Deliverables

The consultant team will prepare a written report on the community assessment, with geographic information (locations of stakeholders) presented on maps. Stakeholder interviews and/ or survey for adjacent property owners that will be incorporated into the community assessment and will form the basis of a communication strategy for next steps in the project.

SCHEDULE

With the Knott Landfill project to reach capacity by 2029, it is of critical importance to Deschutes County that the new landfill is operational by that time. It is estimated that approximately 5 years will be required to complete land acquisition, permitting, design, and construction of the new landfill. Therefore, the Final SWMF Site Evaluation is planned for completion by Spring 2024 so the preferred landfill site can be selected and the 5-year landfill development process can commence. Below is a breakdown of schedule milestones.

June 2023: Kick Off Meeting – Participants will include key members of the consultant's team, i.e., those who will have key roles and responsibilities in the delivery of the project. The kickoff call will include a review of the scope and timelines for completion and immediate actions, as well as administrative issues. The consultant team will prepare a complete schedule of tasks and timeline for review during the kickoff meeting. Separate calls will be arranged with the seller/lessor/co-location partner of each site to inquire and request access to data.

September 2023: Public Open House – DCSW, Parametrix, and Consor will collaborate on hosting a public open house to update community members on the outcomes of the SWMF Site Screening (Phase 1) process and the next steps for the finalist sites in the Final SWMF Site Evaluation (Phase 2) process.

October 2023: Individual Subtask Reports – Individual subtask reports, including any supporting appendices, will be provided to DCSW for an initial review, in advance of issuing the combined Final SWMF Site Evaluation (draft).

December 2023: Final SWMF Site Evaluation (draft) –The collated draft report will be issued to DCSW, combining the findings from subtask scopes.

January 2023: Review Session – DCSW will collate the comments on the draft report and communicate back to the consultant team. DCSW will arrange for a review meeting with the consultant team to discuss these comments. DCSW will provide the consultant team with these comments in advance of the review meeting. The consultant team will subsequently be required to address these comments in the final report.

March 2024: Final Landfill Site Evaluation (final) – The consultant team will submit the final report to DCSW for distribution to SWAC members, commissioners, and other relevant parties for detailed review and consideration.

April 2024: SWAC Meeting – Based on review of the Final SWMF Landfill Site Evaluation, the SWAC members will provide a formal recommendation to the Board of County Commissioners (BOCC) regarding their preferred site for the new County landfill.

May 2024: BOCC Meeting – Based on review of the Final SWMF Landfill Site Evaluation and the SWAC recommendation, the (BOCC will select and formally approve one of the finalist sites for acquisition, permitting, and development of the new County landfill.

SCOPE OF WORK (continued)

FEE ESTIMATE

Task/Subtask	Name	Cost Estimate
Task 1	Project Management	\$56,049
Task 2	Document Management/Preparation	\$44,494
Task 3	Communications and Outreach	\$93,380
Task 4	Moon Pit Site Evaluation	\$249,127
Subtask 4.01	Conceptual Master Plan and Preliminary Engineering	\$43,252
Subtask 4.02	Capital & Operational Cost Estimates	\$10,185
Subtask 4.03	Site Development and Permitting Assessment	\$18,609
Subtask 4.04	Transportation System Assessment	\$13,757
Subtask 4.05	Water Infrastructure Assessment	\$8,561
Subtask 4.06	Electrical Power Supply Review	\$5,436
Subtask 4.07	Flood Risk Desktop Review	\$7,128
Subtask 4.08	Geology/Hydrogeology Assessment	\$14,536
Subtask 4.09	Geotechnical Investigations	\$57,908
Subtask 4.10	Environmental Assessment Phase I	\$7,664
Subtask 4.11	Weather and Air Quality Desktop Review	\$5,013
Subtask 4.12	Natural Resources Assessment	\$12,586
Subtask 4.13	Archaeology and Cultural Heritage Assessment	\$24,410
Subtask 4.14	Site - Specific Community Assessment	\$20,081
Task 5	Roth East Site Evaluation	\$356,171
Subtask 5.01	Conceptual Master Plan and Preliminary Engineering	\$43,252
Subtask 5.02	Capital & Operational Cost Estimates	\$10,185
Subtask 5.03	Site Development and Permitting Assessment	\$18,609
Subtask 5.04	Transportation System Assessment	\$13,757
Subtask 5.05	Water Infrastructure Assessment	\$11,414
Subtask 5.06	Electrical Power Supply Review	\$5,436
Subtask 5.07	Flood Risk Desktop Review	\$7,128
Subtask 5.08	Geology/Hydrogeology Assessment	\$18,211
Subtask 5.09	Geotechnical Investigations	\$138,989
Subtask 5.10	Environmental Assessment Phase I	\$7,664
Subtask 5.11	Weather and Air Quality Desktop Review	\$5,013
Subtask 5.12	Natural Resources Assessment	\$27,579
Subtask 5.13	Archaeology and Cultural Heritage Assessment	\$28,852
Subtask 5.14	Site - Specific Community Assessment	\$20,081
PHASE 2 TOTAL - FINAL SWMF SITE EVALUATION		\$799,220