



Columbia River Estuary Study Taskforce

818 Commercial Street, Suite 203
 Astoria, Oregon 97103
 Phone: (503) 325-0435, Fax: (503) 325-0459
 Email: crest@columbiaestuary.org
 Website: www.columbiaestuary.org

CONTRACTOR	Columbia River Estuary Study Taskforce
Project Officer:	Project Officer:
Title:	Title:
Organization:	Contract Number:
Address:	
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Certified Minority, Women or Emerging Small Business Firm? ()Yes ()No	Site:
Number:	Contract End Date:
	Contract Amount:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereafter "AGREEMENT", is entered into by and between Contractors Legal Name, hereafter "CONTRACTOR", and Columbia River Estuary Study Taskforce, a council of local governments, hereafter called "CREST". "CREST" and "CONTRACTOR" intend to contract for the Project/Site Name/or project description. The mutual promises of each are given in exchange, and as consideration for, the promises of the other.

CREST AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS.

- 1 **AGREEMENT.** The **CONTRACTOR** promises to provide, and CREST promises to pay for, the goods and/or services described below according to the provisions of this agreement.
- 2 **CONTRACT PRICE & AMOUNT.** The "PRICE" for the services and/or goods provided by the **CONTRACTOR** shall be \$......
 - 2.1 **Changes to Executed Contracts or Agreements.** CREST, in its sole discretion, may amend the Contract. The Work may not be changed without review and written consent by CREST. Such change shall be made through a formal amendment, executed by both parties prior to the change being implemented.
 - 2.2 **There may be a one-time adjustment** between budget categories of less than 10% of the Contract Price & Amount, set forth in Section 2, per contract period, provided that CREST receives documentation of and approves in writing the change prior to the adjustment. For consideration, Contractor's written request for change or amendment must be received by CREST at least thirty (30) calendar days before the task deliverable or final report is due as set forth in the Statement of Work.
- 3 **CONTRACT TERM.** The TERM or PERIOD of this agreement between the **CONTRACTOR** and CREST shall be effective upon signature by both parties and expire on DATE. If an extension to the project date becomes necessary, the **CONTRACTOR** must request an extension in writing 30 days prior to the contract completion date. CREST retains the discretion to grant or deny the extension request.
- 4 **CONTRACT DOCUMENTS:** The following documents comprise the contract and are incorporated here by reference in their entirety.
 - 4.1 This CONTRACT
 - 4.2 Exhibit A - Scope of Work & Budget Detail
 - 4.3 Exhibit B - Bid and Bid Sheet
 - 4.4 Exhibit C – Specifications & Plans
 - 4.5 Exhibit D – Permits
 - 4.6 Exhibit E - Certificate of Liability Insurance & Workers Compensation Coverage and proof of additional insured for CREST
 - 4.7 Exhibit F - Proof of Performance Bond (the **CONTRACTOR** to provide by DATE or this Contract is null and void and the **CONTRACTOR** is responsible for all expenses while performing work under this Contract.
 - 4.8 Exhibit G – Statutory and National Policy Requirements
 - 4.9 Exhibit H - SF 1413

4.10 Exhibit I - Invoice Procedures

4.11 Exhibit J – Requirements for Drone Usage by Contractor on CREST project sites

5 TERMINATION.

5.1 WITHOUT NOTICE. This agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

5.1.1 The parties mutually consent to termination in writing.

5.1.2 The contract term ends.

5.1.3 The moment prior to the **CONTRACTOR** filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction.

5.2 WITH NOTICE. This contract may also end and notice shall be served as required when:

5.2.1 Any party breaches any duty, term or condition of this agreement.

5.2.2 Either party commits a fraud or misrepresentation upon the other party.

5.2.3 Funds are no longer available to support this contract.

5.2.4 30 days written notice is given by either party.

6 REMEDIES.

6.1 Contractors Remedies. Contractor's sole and exclusive remedy if terminated shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by CREST pursuant to Exhibit A, less previous amounts paid and any claim(s) that CREST has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall promptly pay any excess to CREST upon demand.

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

7 GENERAL PROVISIONS.

7.1 STATUS OF CONTRACTOR. The parties intend that the **CONTRACTOR**, in performing the services specified in this agreement, shall act as an independent contractor.

7.2 The compensation provided herein shall be exclusive and **CREST** shall neither pay nor provide the **CONTRACTOR** with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by **CREST** to the **CONTRACTOR** for any purpose whatsoever unless otherwise agreed in writing. The **CONTRACTOR** shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of **CREST's** payment of compensation hereunder to the **CONTRACTOR**. **CREST** will report the total amount of all payments to the **CONTRACTOR**, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

7.3 This agreement is not a contract of employment. The parties intend that the **CONTRACTOR** in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The

CONTRACTOR shall have the sole authority to determine the manner and means of performing the services described herein and **CREST** shall not interfere with, control, or direct the manner or method in which such services are performed; provided, **CREST** shall direct the **CONTRACTOR** as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of **CONTRACTOR's** services. The **CONTRACTOR** shall not be considered an agent of **CREST**.

7.4 The **CONTRACTOR** shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.

7.5 In the event the **CONTRACTOR's** labor or services shall be performed by his employees, such employees shall be and at all times remain the employees of the **CONTRACTOR**, under the **CONTRACTOR's** sole and exclusive control, and shall not be deemed employees of **CREST** for any purpose.

7.6 The **CONTRACTOR** is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.

7.6.1 The **CONTRACTOR** is solely liable for any workers' compensation coverage under this Agreement.

7.6.2 If the **CONTRACTOR** is a subject employee for workers' compensation or unemployment insurance purposes, the **CONTRACTOR** shall provide such workers' compensation and unemployment coverage benefits at his sole cost and expense and shall provide proof of such insurance and benefits at **CREST's** request.

8 **NOTICES.** Any notice required or permitted under this AGREEMENT shall be in writing.

8.1 Notices shall be deemed given when:

8.1.1 actually delivered, or

8.1.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.2 Notices, bills and payments sent by mail should be addressed as follows:

CREST

Columbia River Estuary Study Taskforce
818 Commercial Street, Suite 203
Astoria, OR 97103
(503) 325-0435

CONTRACTOR:

Full Legal Name
Address
City State, Zip
Phone

9 **CONFLICT OF INTEREST.** The **CONTRACTOR** covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The **CONTRACTOR** further covenants that in the performance of this contract no person having any such interest shall be employed.

10 **RECORDS.** The **CONTRACTOR** shall create and maintain records in accordance with generally accepted standards of the **CONTRACTOR's** practice and the records requirements of **CREST**. The records shall remain the property of **CREST** and be made available to **CREST** upon request. The **CONTRACTOR** shall exercise due care to maintain the confidentiality of client records in accordance with law.

Contractor will maintain all fiscal records relating to this Contract in accordance with OMB Circular 2CFR Part 225. In addition, Contractor will maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that CREST, CREST's funder(s), the Comptroller General of the United States, or any of their duly authorized representatives will have access to such fiscal records and other books, documents, papers, plans and writings of Contractor to perform examinations and audits and make excerpts and transcripts. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment or other termination of this Contract, whichever date is later.

- 11 INTEGRATION.** This AGREEMENT supersedes all prior oral or written agreements between the **CONTRACTOR** and **CREST** regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants, and conditions in this agreement.
- 12 SAVINGS.** Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.
- 13 WAIVER; MODIFICATION.** Failure by **CREST** to enforce any provision of this AGREEMENT does not constitute **CREST's** continuing waiver of that provision, any other provision, or of the entire AGREEMENT. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.
- 14 LIABILITY; INDEMNIFICATION.** **CREST** has relied upon the professional ability, qualifications and training of the **CONTRACTOR** as a material inducement to enter into this agreement. The **CONTRACTOR** warrants that all of his services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the **CONTRACTOR's** work by **CREST** shall not operate as a waiver or release of any claim. The **CONTRACTOR** shall defend, indemnify and hold harmless **CREST**, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceeding arising from or relating to the professional negligence of the **CONTRACTOR** in connection with the performance of any services hereunder.
- 15 JURISDICTION; LAW.** This AGREEMENT is executed in the State of Oregon, and is subject to Clatsop County and Oregon law and jurisdiction. Venue shall be in _____ **County**, Oregon, unless otherwise agreed by the parties.
- 16 LEGAL REPRESENTATION.** In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.
- 17 ATTORNEYS' FEES.** Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 18 LANGUAGE.** The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neutral gender terms are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

19 SUBCONTRACTING. This contract is personal as to the **CONTRACTOR**, and the **CONTRACTOR** may not subcontract any portion of the services to be performed hereunder without the prior written approval of **CREST**; provided nothing herein shall prohibit any other consultants employed by the **CONTRACTOR** or in a firm of which he shall be a member to assist the **CONTRACTOR** in carrying out the responsibilities herein. Any subcontract ad infinitum of this agreement shall express the **GENERAL PROVISIONS** section of this agreement or incorporate it by reference.

20 APPLICABLE LAWS. The Contractor agrees to comply with all applicable Federal, State, local laws and regulations including, but not limited to: Equal Employment Opportunity, the payment of minimum wages, the Fair Labor Standards Act and the use of safe practices, and the Occupational Safety and Health Act. Also, some CREST funds are provided by various federal, state, and local government sources and are subject to various additional governmental laws and regulations. Such laws and regulations that apply specifically to this contract are listed in Exhibit G.

21 FOR CONSTRUCTION PROJECTS REQUIRING CONSTRUCTION WAGE RATE REQUIREMENTS and/or BOLI PREVAILING WAGE: if CREST funding is from a federal source, the Contractor agrees to comply with all Construction Wage Rate Requirements statute as outlined in Exhibit G. If CREST funding is from a non-federal source, the Contractor will follow all applicable Oregon Bureau of Labor and Industry rules including the submission of Prevailing Wage Reports weekly to CREST.

CREST's funding source for this contract is

_____ Federal

_____ Non-Federal

Acknowledgement: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS, AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

THE CONTRACTOR: Contractor Name

DATED THIS ____ DAY OF _____, 2024.

BY: _____ FEDERAL TAX I.D. #: _____

COLUMBIA RIVER ESTUARY STUDY TASKFORCE

DATED THIS ____ DAY OF _____, 2024.

BY: _____

Denise Lofman, Director

EXHIBIT A
Scope of Work & Budget Detail

Contractor:
Contract #

Project Title:

Project Description

The Columbia River Estuary Study Taskforce (CREST) requests contractor services to

The work to be performed under this contract consists of the following general tasks:

- 1.

Please refer to the design plans, specifications, and supplemental materials for a comprehensive explanation of project task and details.

Project Scope of Work and Projected Completion Dates

Note: Dates listed below are premised on an in-water work window of _____. *Note: this list does not represent every subtask within a given task. Means and methods for a given task are at the contractors' discretion and must meet all applicable permits and design guidelines. Please refer to the plan set, specifications, and associated bid sheet for a complete list of tasks.*

Palensky Wildlife Underpass Project Schedule		
Tasks	Major Events	Date Completed (Approximate)
Task 1		
Task 2		
Task 3		
Task 4		

Task 5		
Task 6		
Task 7		
Task 8		
Task 9		
Task 10		
Task 11		
Task 12		
Task 13		
Task 14		

Task 15		
Task 16		
Task 17		
Task 18		
Task 19		
Task 20		
Task 21		
Task 22		
Task 23		
Task 24		
Task 25		

Task 26		
Task 27		
Task 28		

BUDGET DETAIL

Contractor:
Contract #
Project Title:

INSERT BUDGET TABLE

EXHIBIT B
Bid and Bid Sheet

[INSERT BID & BID SHEET]

EXHIBIT C
Specification, Plans, and Geotechnical Report

(Page Intentionally Blank)

See Bid Package for applicable documentation

EXHIBIT D

Permits

County Permits

ODFW – Fish Passage Authorization

ODFW – Fish Salvage Permit

USACE – 404 Permit

DEQ – 401 WQC

DEQ – 1200c

DSL – Removal/Fill permit

NEPA/ESA – HIP IV and Categorical Exclusion

Section 106

All permits and their conditions will be provided to the contractor upon request during the bidding process. All permits will be provided upon execution of the Final Contract

EXHIBIT E

Certificate of Liability Insurance and Workers Compensation Coverage

- a. The Contractor shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by the Contractor under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad Indemnitees and shall name the Railroad Indemnitees as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.
- b. The Contractor shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad Indemnitees and shall name the Railroad indemnitees as Additional Insureds.
- c. The Contractor shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad Indemnitees.
- d. Prior to construction within 50' of the railroad tracks, the Contractor shall purchase Railroad Protective Liability Insurance naming the Railroad Indemnitees as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railroad.

Such insurance shall be evidenced by Certificate of Insurance provided to the CREST, indicating coverage, limits and effective dates, by an insurance company licensed to do business in the State of [Oregon](#).

In addition to these limits, the contractor must also list Columbia River Estuary Study Taskforce, Oregon Department of Transportation, and Portland & Western Railroad Inc. as additional insured parties. Additional insured statement "CREST, Portland & Western Railroad, Inc., The State of

EXHIBIT F
Performance Bond

Contractor shall provide CREST with a performance bond for the project. CREST requires 100% of the contract amount for the bond. **The total amount for the performance bond is**
\$ _____

EXHIBIT G

Statutory and National Policy Requirements

Funding for the Work specified in this Contract is provided in whole or in part with funding identified as Federal (indicated on page 6 of the CREST contract). Federal funding is subject to the following statutory and national policy requirements. By entering into this agreement, Contractor agrees that it will comply with applicable provisions below, including any requirement that it incorporate these same provisions in subcontracts into which it enters for carrying out this Work.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
NONDISCRIMINATION				
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by: DOE at 10 CFR Part 1040	All	All	All	Requirements flow down to subrecipients.
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.	Grants, cooperative agreements, and other prime awards defined at 40 CFR 60-1.3 as "Federally assisted construction contract."	All	Awards under which construction is to be done.	Requirements flow down to construction subawards.
On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). DOE at 10 CFR Part 1040	All	Educational institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].		

<p>On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.</p> <p>DOE at 10 CFR Part 1040</p>	<p>Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."</p>	<p>All</p>	<p>All</p>	<p>Requirements flow down to subrecipients.</p>
--	---	------------	------------	---

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
On the basis of handicap, in: 1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subrecipients.
2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.).	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.	
3. Americans with Disabilities Act. 42 USC 12101 et. seq	All	All		
LIVE ORGANISMS				
For human subjects:				
For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the: DOE at 10 CFR Part 745	All	All	Research, development, test, or evaluation involving live human subjects.	Requirements flow down to subrecipients
P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA)	As applicable	Covered Entities	As applicable	Limits uses of protected health information (PHI) collected or maintained by researchers within a covered entity or access to PHI from a covered entity. Research uses do not require Business Associate Agreements (defined at 45 CFR part 164 504 (e)(1) between collaborating institutions. Guidance available at http://privacyruleandresearch.nih.gov/
For animals:	All	All		Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+A160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."</p>	All	All	Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.	
<p>Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.</p>	All	All	Activities which may involve or impact wildlife and plants.	
ENVIRONMENTAL STANDARDS				
<p>Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799].</p> <p>EPA at 40 CFR Part 6</p>	All	All	All, for Clean Air Act, Clean Water Act, and Executive Order 11738.	Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.</p> <p>DOE at 10 CFR Part 1021</p>				
<p>Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.</p> <p>DOE at 10 CFR Part 1022</p>	All	All	Awards involving construction land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].	The Council on Environmental Quality's regulations for implementing NEPA are at 40 C.F.R. Parts 1500-1508. Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
<p>All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.1271, et seq.).</p> <p>EPA at 40 CFR Part 6</p>	Grants, cooperative agreements, and other "financial assistance" (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subawards.
<p>Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).</p> <p>EPA at 40 CFR Part 6</p>	All	All	Construction in All areas with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for all projects that the EPA administrator determines may contaminate a sole-source aquifer so as to threaten public health.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Resource Conservation and Recovery Act 42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)		
HEALTH & SAFETY GUIDELINES				
Applicable OSHA Standards in Laboratories 29 CFR 1910.1030 Bloodborne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens	
Handling and transport of etiologic agents Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards	All	All	Research involving etiologic agents	
Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39 40 USC 327-333	Conference or meeting support	All	Alterations and Renovations > \$500,000	
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act 40 USC 327-333	All	All	Alterations and Renovations > \$500,000	
Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government	Adopt and enforce policies that ban text messaging while driving.
Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	All	All		In accordance with the Executive Order, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Environmental, Safety, and Health (C-44) With respect to the performance of any portion of the work under this financial assistance agreement, the recipient agrees to comply with all State and Federal Environment, Safety and Health regulations.	All	All		
NATIONAL SECURITY GUIDELINES				
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.	All			
GENERAL/MISCELLANEOUS REQUIREMENTS				
Drug Free Workplace 41 USC 701 et seq. DOE at 10 CFR Part 607	All	All		
Civil False Claims Act 31 USC 2739	All	All	All	
Criminal False Claims Act 18 USC 287 and 1001 31 USC 3801, 45 CFR 79	All	All	All	
Government-wide Debarment and Suspension (Nonprocurement) DOE at 10 CFR 1036	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, 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. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.</p> <p>DOE at 10 CFR Part 601</p>	All			Requirements flow down to construction subawards.
<p>Metric System</p> <p>15 USC 205 and Executive Order 12770</p>	All	All	All	
<p>Misconduct in Science</p> <p>Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations:</p> <p>DOE at 10 CFR Part 733</p> <p>[Federal Register: December 6, 2000 (Volume 65, Number 235)] [Notices] [Page 76260-76264]</p>	All	All	All	

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>National Historic Preservation</p> <p>The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award.</p> <p>16 USC 470f</p>	All	All	All	
<p>Paperwork Reduction Act 44 USC</p> <p>3501</p>	All	All	<p>When data is collected from respondents using a questionnaire or other survey instrument. See, however, M- 11-07 dated 12/9/10 entitled, "Facilitating Scientific Research by Streamlining the Paperwork Reduction Act Process."</p> <p>https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf</p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with Bonneville without the specific written approval of the Bonneville CO. However, this requirement is not intended to preclude mention of Bonneville support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.</p>

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>U.S. Flag Air Carriers</p> <p>49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)</p>	All	All	<p>Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).</p>	
<p>Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.</p>	All	<p>175.15(b)l.a. applies to private entities</p> <p>175.15(b)l. b. applies to other than private entities if award includes subrecipient award to a private entity</p> <p>117.15(b)l.c. applies to all recipients</p>		Requirements flow down to subawards.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Whistleblower Protection Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.	All	All	All	
Use of United States Flag Vessels 46 CFR 381	All	All		
Patents, Trademarks and Copyrights 35 USC 202-204 and 37 CFR 401	All	Awards to non-profits and small businesses		
Privacy Act 5 USC 552a	All	All		
Pro Children Act 20 USC 7183	All	All	All awards performed in facilities where children are served.	
Uniform Relocation Assistance and Real Property Acquisition Policies Act 42 USC 4601 and 49 CFR 24	All	All		
Constitution Day PL 108-447	All	Educational Institutions		
Copeland Act 40 USC 4135	All	All		
Davis Bacon Act 40 USC 3141 et.seq	All	All		
Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas	
Freedom of Information Act 5 USC 552	All	All		
Hatch Act 5 USC 7321-7328	All	State or Local Governments		
Limited English Proficiency EO 13166	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All		Precludes use of funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, unless the activity fits within a law enforcement exception as noted in the provision.

STATEMENT AND ACKNOWLEDGMENTOMB Control Number: 9000-0066
Expiration Date: 5/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER			
4. PRIME CONTRACTOR						5. SUBCONTRACTOR	
a. NAME Columbia River Estuary Study Taskforce						a. NAME	
b. STREET ADDRESS 818 Commercial Street, Suite 203						b. STREET ADDRESS	
c. CITY Astoria		d. STATE OR	e. ZIP CODE 97103	c. CITY		d. STATE	e. ZIP CODE
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."							
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:							
a. NAME OF AWARDING FIRM Columbia River Estuary Study Taskforce							
b. DESCRIPTION OF WORK BY SUBCONTRACTOR							

8. PROJECT				9. LOCATION			
10a. NAME OF PERSON SIGNING Denise Lofman			11. BY (Signature)			12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING Director							

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C			
B		D			
15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING					

EXHIBIT I INVOICING

Invoicing. The contractor shall submit an itemized invoice monthly within (3) days of the end of the end of the month for which payment is requested. Electronic invoices should be sent to both:

CREST
c/o Mandy Flaitz
818 Commercial St., Suite 203
Astoria, OR 97103
mflaitz@columbiaestuary.org

CREST
c/o [Project Manager](#)
xxxxxxx@columbiaestuary.org

Invoices submitted after the 3rd of the month may not be processed until the subsequent month. Invoices must be submitted within 60 days after the completion of the work being expensed. Invoices submitted after the 60 day deadline will not be honored if the CREST funding source contract or grant has been closed. Each invoice submitted shall include:

- i. Name, mailing address and phone number of contractor
- ii. CREST Contract number
- iii. Invoice date and number
- iv. Performance period (e.g., “For work performed during the period of June 1 through June 30, 2020”)
- v. Contact name, title and telephone number
- vi. Itemized expenses by task and budget line as prescribed in Exhibit A and Exhibit B for which funds are claimed including:
 1. Salaries: who performed the work: name, title, hours worked and cost per hour (time sheets or logs are not required)
 2. Direct expenses, such as equipment, supplies, printing, copying, including what was purchased, the quantity, and cost for how much (attach receipts)
 3. Amounts requested for each budget line should be consistent with the % of completion for that line.
- vii. Contract financial summary outlining the total amount of the approved contract budget, accumulative funds requested and the funds remaining in the contract at the time the invoice is submitted.

Disbursement. If CREST finds the invoice documentation is in accordance with the terms and conditions of this Contract and is in accordance with the schedule, work completed, and requirements in Exhibit A and Exhibit B and CREST accepts the completed work, CREST shall

disburse the payment to Contractor within ninety (90) calendar days of acceptance. If CREST determines that Contractor modified the Work without prior written approval or the Work is otherwise unacceptable in CREST's reasonable judgment, CREST will not be obligated to disburse the payment. If CREST elects not to disburse the payment, CREST shall notify the Contractor in writing of the reason for nonpayment. CREST may allow Contractor a reasonable time to address CREST's reason for nonpayment, and to resubmit a new invoice.

Excess or Untimely Invoices. Contractor will not submit invoices for, and CREST will not pay, any amount in excess of the Contract Price & Amount defined in Section 2. If CREST increases the Contract Price & Amount by amendment, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for activities performed before the Begin Date (date the contract is fully executed) or after the End Date specified in Section 3, regardless of the relationship of the activity performed to the Contract.

Prevailing Wage. For prevailing wage contracts, the contractor shall submit prevailing wage documentation within (3) days of the end of the month for which an invoice is requested for payment. Electronic copies of this paperwork should be sent to both:

CREST
c/o Mandy Flaitz
818 Commercial St., Suite 203
Astoria, OR 97103
mflaitz@columbiaestuary.org

CREST
c/o [Project Manager](#)
xxxxxxx@columbiaestuary.org

EXHIBIT J

Requirements for Drone Usage by Contractor on CREST Project Sites

CREST's Chief Pilot, Narayan Elasmarr, is available to fly CREST's drone at all project sites for all project purposes, including pre-project planning, documentation, and monitoring. If drone flights are needed for a project, CREST would prefer to complete the necessary flights. However, we understand that some contractors wish to fly drones at CREST project sites. This can be accommodated under the following conditions.

Contractor's use of drones at CREST project sites is strictly prohibited unless the following conditions are fully met.

1. Contractor must designate an employee as Chief Pilot who is responsible for all drone flights, is fully licensed by the FAA, and follows all federal and state laws and regulations regarding drone flights for commercial use.
2. Documentation provided to CREST prior to any flights will include:
 - Verification of Part of 107 License or a Certificate of Authorization from FAA.
 - Certificate of Liability Insurance specifically for aviation, with CREST listed as additional insured.
 - If a project site is in restricted airspace, FAA authorization must be granted before the Contractor may conduct any flights.
 - If a project site is owned by a federal or state agency that restricts drone flights over their properties, written permission from the agency must be granted prior to any flights.
3. Contractor will not fly at a CREST project site without prior permission from the Project Manager, who will coordinate with the landowner and CREST's Chief Pilot and will ensure all paperwork and approvals are in order before the flight.