**QUICK FACTS**

<table>
<thead>
<tr>
<th>Program Information:</th>
<th><a href="https://www.oregon.gov/oprd/GRA/Pages/GRA-rtp.aspx">https://www.oregon.gov/oprd/GRA/Pages/GRA-rtp.aspx</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Source of Funds:</td>
<td>U.S. Department of Transportation, Federal Highway Administration</td>
</tr>
<tr>
<td>Program Name:</td>
<td>Recreational Trails Program (RTP)</td>
</tr>
<tr>
<td>RTP Funding Allocation:</td>
<td>Approximately $1.5 million annually</td>
</tr>
</tbody>
</table>
| Permissible Uses:    | New trail construction  
                        Heavy trail restoration  
                        Trail head facilities  
                        Purchase or lease of trail construction and maintenance equipment  
                        Land or easement acquisition for trail purposes  
                        Safety and education programs or materials  
                        Assessment of trail conditions for accessibility or maintenance  
                        Water trails |
| Grants Available to: | Federal agencies  
                        State agencies  
                        Municipal agencies  
                        Non-profits (registered for at least 3 years in Oregon)  
                        Tribal Governments  
                        Other government entities |
| Minimum Grant Amount: | $10,000 |
| Maximum Grant Amount: | No Maximum |
| Average Grant Amounts: | $65,000-$125,000 (2014-2019 grant cycles) |
| Match Requirements:  | 20% match required  
                        40% match required for non-motorized projects requesting $250,000 or more |
| Retainage:           | 25% of grant funds are held until project completion is verified and all required documentation is approved. |
| Grant Term:          | Approximately two years, as specified in a grant agreement |
| Primary Contact:     | Jodi Bellefeuille, RTP Grant Coordinator  
                        (503) 986-0716  
                        jodi.bellefeuille@oregon.gov |
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SECTION 1: RTP OVERVIEW AND PROCESS

1.1 PROGRAM OVERVIEW

History and Funding:

The Recreational Trails Program (RTP) is a Federal-aid assistance program authorized in 1998. The program was reauthorized by Congress in 2016 under the Fixing America’s Surface Transportation Act (FAST Act). RTP replaced the original National Recreational Trails Funding Program, established in 1991.

The U.S Department of Transportation, Federal Highway Administration (USDOT/FHWA) administers RTP. In Oregon, FHWA RTP funds are apportioned to Oregon Department of Transportation (ODOT) and administered by Oregon Parks and Recreation Department (OPRD), as designated by the Governor of the State of Oregon. RTP funds represent a portion of the federal gasoline tax attributed to recreation on non-gasoline tax supported roads. FHWA’s annual apportionments to states are based on funds voted on by the U.S. Congress.

Purpose:

RTP grant funds are intended to provide, expand, and improve public recreational trails for both motorized and non-motorized trail users. Project uses include pedestrian (hiking, running, and wheelchair access), biking, mountain biking, water trail use, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Project selection is mostly informed by the needs identified in Oregon’s 2016-2025 Statewide Recreation Trails Plan.

The intent for RTP grant funding is to enhance trail opportunities by achieving results that would not otherwise be possible. RTP grants are for projects that are primarily recreational in nature, rather than serving a more utilitarian transportation function. RTP grants typically fund on-the-ground projects, while limited funds are available for educational or trail assessment components (policies 2.3-2.3C).

A RTP project must be a distinct project with a distinct purpose. All project elements, including the project match, must be tied to the distinct purpose.

1.2 RTP GRANT COMMITTEE

Legislation for RTP requires that each state establish a state RTP Grant Advisory Committee that represents both motorized and non-motorized recreational trail users and meets at least once per fiscal year.

Oregon’s RTP Committee reviews, scores, and recommends projects for funding to the OPRD Director for approval by the OPRD Commission and authorization by FHWA. The Committee also advises OPRD regarding program policy and the development of project selection criteria.
1.3 30-30-40 REQUIREMENT

RTP Legislation (23 U.S.C. 206) requires that States use:

- 30 percent of funds in a fiscal year for uses relating to motorized recreation;
- 30 percent for uses relating to non-motorized recreation;
- 40 percent for diverse recreational trail use.

These are the minimum percentages that must be met and may be exceeded. A project for diverse motorized use (such as snowmobile and OHV use) may satisfy the 40 percent diverse use requirement and the 30 percent motorized use requirement simultaneously. A project for diverse non-motorized use (such as pedestrian and bicycle use) may satisfy the 40 percent diverse use requirement and the 30 percent non-motorized use requirement simultaneously.

Oregon sets aside 30% of funds for motorized projects. Projects are scored and ranked within the motorized and non-motorized categories. Diverse use projects are ranked within the category of primary use, and do not compete separately.

FHWA has established five categories to account for the 30-30-40 requirements:

1) **Non-motorized single use project**: A project primarily intended to benefit only one mode of non-motorized recreational trail use, such as pedestrian only, or equestrian only. RTP projects serving various pedestrian uses (walking, hiking, wheelchair use, running, bird-watching, etc.) constitute a single use for the purposes of this category. A project serving various non-motorized human-powered snow uses (skiing, snowshoeing, etc.) is single use for this category.

2) **Non-motorized diverse use project**: A project primarily intended to benefit more than one mode of non-motorized recreational use such as: walking, bicycling, and skating; both pedestrian and equestrian use; and pedestrian use in summer and cross-country ski use in winter.

3) **Diverse use projects**: A project intended to benefit both non-motorized recreational trail use and motorized recreational trail use. This category includes projects where motorized use is permitted, but is not the predominant beneficiary. This category includes RTP projects where motorized and non-motorized uses are separated by season, such as equestrian use in summer and snowmobile use in winter.

4) **Motorized single use project**: A project primarily intended to benefit only one mode of motorized recreational use, such as snowmobile trail grooming. A project may be classified in this category if the project also benefits some non-motorized uses (it is not necessary to exclude non-motorized uses), but the primary intent must be for the benefit of motorized use.

5) **Motorized diverse use project**: A project primarily intended to benefit more than one mode of motorized recreational use, such as: motorcycle and ATV use; or ATV use in summer and snowmobile use in winter. A project may be classified in this category if the project also benefits some non-motorized uses (it is not necessary to exclude non-motorized uses), but the primary intent must be for the benefit of motorized use.
2.1 GRANT FUNDING BASICS

Grant Amount: Grant requests are limited to a minimum of $10,000 and there is no maximum grant amount in place.

Reimbursement Payments: RTP functions as a reimbursement grant program. Applicants must have the financial capacity to pay for project expenses prior to being reimbursed by grant funds. Once project expenses have been incurred and paid for by the Sponsor, payment documentation can then be submitted to OPRD for reimbursement, up to the amount of the grant award.

Matching Requirements: RTP grant funds can pay up to 80% of a project’s total cost. Project Sponsors must provide at least 20% of the total project cost as match. For non-motorized projects requesting $250,000 or more, the match requirement is 40%. The exact match requirement for individual projects will be determined by an approved budget and identified in the grant agreement. Eligibility of match and grant expenses are detailed further in this section.

Retainage: OPRD will retain (i.e. hold back) 25% of grant funds until the project is verified as complete and all required documentation is approved.

2.2 PROJECT SPONSOR ELIGIBILITY

Eligible Projects Sponsors for RTP include:

- Municipal Agencies
- State Agencies
- Federal Government Agencies
- Tribal Governments
- Other Government Entities
- Non-profit organizations – must meet the following criteria:
  - Registered with State of Oregon as a non-profit for a minimum of 3 years (Must have a Federal Tax ID number)
  - Will name a successor at the time of any change in organizational status (for example: dissolution)
  - Does not discriminate on the basis of age, disability, gender, income, race, or religion

Non-profit organizations must maintain their non-profit status throughout the duration of a project. Should the original organization’s status change, a successor organization must agree, in writing, to complete all RTP project responsibilities required by the contract. OPRD recommends a government agency be successor.
2.3 PROJECT ELIGIBILITY

In general, RTP funds may be used for the following types of projects:

- New trail construction
- Heavy trail restoration
- Trailhead facilities
- Purchase or lease of trail construction and trail maintenance equipment
- Land or easement acquisition for trail purposes
- Safety and education programs or materials
- Assessment of trail conditions for accessibility or maintenance
- Water trails

There are expense allowances and restrictions within these categories, as detailed in the following sub-sections.

All projects are subject to approval by the land manager and are subject to all applicable local, state, and federal laws and regulations

2.3A ELIGIBLE PROJECT ELEMENTS

Construction of new recreational trails: This category includes construction of entirely new trails, expansion of trails, and new linkages between existing trails. This category may include construction of new trail bridges or providing appropriate wayfinding signage along the newly constructed trail.

Heavy restoration of existing trails: This includes trail restoration or rehabilitation beyond the land manager’s normal maintenance capacity. This category may include trail bridge replacements, heavy tread restoration, trail reroutes, or providing appropriate wayfinding signage along an existing trail. Restoration projects are necessitated by trails or their facilities beyond normal life expectancy, natural disasters or other destruction, facilities not meeting health & safety codes, the need for critical natural resource protection, or other extenuating circumstances.

Purchase or lease of trail construction and maintenance equipment: The intent is for equipment which is dedicated for trail building and maintenance. This equipment cannot be used for other activities such as law enforcement or non-trail related construction and maintenance. Vehicles used for transportation, such as trucks, ATVs, side-by-sides, and snowmobiles are not eligible. The total cost of equipment and tools made with steel or iron components, if over $2,500, must comply with the Buy America Act. Labor costs to operate the equipment once purchased cannot be used as match. Refer to Section 5 of the RTP Grant Manual for disposition instructions.
Renting or leasing of equipment for the purpose of completing specific work elements along an eligible recreational trail, versus purchasing, is recommended when possible. Lease payments for equipment that is not Buy America compliant are eligible, so long as the residual payment is not included. If the lease payments are applied to a purchase in the future (such as a lease/rent to buy option), Buy America would apply. Grant terms longer than 2 years may be considered for projects to lease equipment.

Non-profits proposing to purchase tools or equipment must submit documentation that demonstrates partnership(s) with a public land manager. The application must clearly justify why the equipment or tool purchase is necessary to performing work under the partnership agreement(s).

**NOTE:** Due to a lack of Buy America compliant equipment and the federal government’s hold on issuing Buy America waivers, most equipment purchases are currently not eligible under RTP.

**Development and rehabilitation of trailhead facilities:** This can include parking or staging areas for trails and can include items such as restrooms and trail information kiosks (interpretive signage not allowed). The application must clearly demonstrate a direct benefit to trail users, as general park facilities are not eligible.

**Water Trails:** The definition of “recreational trail” in the RTP legislation includes “aquatic or water activities”. To be eligible, these projects must either be along a designated water trail or other rivers, lakes, and waterways providing corridors between specific locations with access points open to the public. Examples of water trail projects include staging areas or trailhead facilities near access points and the installation of ADA compliant docks. Water trails are counted within the overall 30-30-40 requirement.

**Land and easement acquisition for recreational trail development or corridors:** RTP funds may be used for land or easement acquisition for trail development. Acquisition can be by fee simple title or by whatever lesser rights will insure public access for a minimum of 25 years (policy 2.5). RTP legislation prohibits condemnation of any kind of interest in property. Therefore, acquisition of any kind of interest in property must be from a willing landowner or seller. Because acquisition projects are uncommon in Oregon’s RT Program, applicants should seek additional guidance and information from OPRD.

The Uniform Appraisal Standards of Federal Land Acquisitions (UASFLA), commonly referred to as the “Yellow Book”, must be used to prepare appraisals for acquisitions and donations if used for federal match. Generally, appraisals older than one year from the date of application must be updated. Completed appraisals must be submitted with the application.

All acquisitions with RTP funds must comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended. The Uniform Act provides for the uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal and federally assisted programs and establishes
uniform and equitable land acquisition policies for federal and federally assisted programs, such as RTP.

**Assessment of Trail Conditions for Accessibility and Maintenance:** This category authorizes specific projects to assess trails to determine the level of accessibility for people with disabilities and/or to assess trails for current or future maintenance and sustainable design needs. This allows for the hiring of a professional trail builder or engineer (civil, structural or landscape architect) to create a report that provides construction or heavy restoration drawings and recommendations to address sustainable trail design and/or accessibility design needs. These projects are limited to $20,000 per project and 5% of the total RTP allocation for the state. This category is not intended to be used for general trail project or system planning.

**Educational programs to promote safety and environmental protection:** The purpose of this category is for the operation of educational programs to promote safety and environmental protection as related to the use of recreational trails. Eligible projects include the development and operation of trail safety education programs, development and operation of trail-related environmental education programs, or production of trail-related education materials. Safety and education materials include classroom or field training, online training, information displays, printed materials, signage, etc.. Educational projects are counted within the overall 30-30-40 requirement. Education projects are limited to 5% of the total RTP allocation for the state.

### 2.3B CONDITIONAL PROJECT ELEMENTS

**Condemned Land:** The RTP legislation prohibits using RTP funds for condemnation of any kind of interest in property. A RTP project may be located on land condemned with funds from other sources. However, it is not permissible to use the value of condemned land toward the match requirement.

**Construction Engineering Costs:** Costs for design and engineering, plans and specifications, and land use or building permits may not exceed 15% of the total project cost.

**Environmental Assessment:** Projects intended solely for the purpose of covering environmental evaluation and documentation costs are not permissible. However, reasonable costs, including costs associated with environmental permits and approvals, may be included as part of an approved project’s budget.

**Pre-Agreement Work:** Some pre-agreement project planning and environmental review costs may be eligible for match. The work must have taken place within 18 months of the Notice to Proceed and be pre-approved by OPRD through the application process. Time spent preparing the project application is not eligible. Examples of eligible pre-agreement costs are archaeological surveys required by SHPO, appraisals, and final engineering expenses.

**Property Appraisals and Appraisal Reviews for Land Acquisitions and Donations:** The cost of an appraisal may be counted as pre-agreement match. Appraisals must be submitted with the application. The Uniform Appraisal Standards of Federal Land Acquisitions (UASFLA), commonly referred to as “Yellow Book,” must be used to prepare appraisals for acquisitions, or
donations if used for a federal match. OPRD does not provide this service. Additional guidance can be found at: https://www.fhwa.dot.gov/real_estate/uniform_act/property_valuation/.

**Railroads:** RTP projects may be located within or along railroad rights-of-way if trail users will not traverse on or between railroad tracks and if adequate safety measures are implemented in coordination with the railroad owner, operator, and agency with jurisdiction over railroads.

**Sidewalks:** RTP funds may not be used to provide paths or sidewalks along or adjacent to public roads or streets. If a sidewalk is needed to complete a missing link between other recreational trails, a case may be made to demonstrate the recreational need and why transportation funds are not being used.

**Skill building facilities:** Projects for park facilities designed primarily to develop skills and abilities for trail users are not eligible (ex: asphalt pump track). However, skills features or trail segments may be incorporated into new or existing recreational trail systems.

**Staff:** Salaries, wages, and the associated personnel costs of existing staff are not eligible for reimbursement. New temporary staff, hired solely to accomplish a RTP project that could not be accomplished otherwise, may be eligible for reimbursement. Salaries, wages, and personnel costs for staff, whether existing or temporary, are eligible for match.

**Wilderness Areas:** Projects within Wilderness Areas are subject to the restriction of the Wilderness Act of 1964 as amended.

**Within a Road Right-of-Way:** If your project is within a road right-of-way, you will need to follow these additional regulations:
- Davis-Bacon Act - federal prevailing wage law that kicks in at $2,000
- Copeland Act – no kickbacks from employees to employer for “privilege” of employment
- Convict (Inmate) labor is not allowed unless performed by persons who are on parole, supervised release, or probation (23 U.S.C. 114(b))

### 2.3C INELIGIBLE PROJECT ELEMENTS

*Ineligible project elements are not eligible for reimbursement or as project match.*

**Budget Contingencies:** Contingencies included as budget line items are not permitted.

**Feasibility Studies:** Trail feasibility studies are not a use permitted in the RTP legislation.

**Food:** Food or beverage purchases are not eligible expenses under RTP. Exceptions may be made for backcountry projects where crews must camp overnight. These costs must be identified in the application budget.

**Gifts:** Gifts, including clothing, purchased for volunteer work crews or employees are not eligible under RTP.

**Indirect Costs:** Indirect costs are not eligible as match or for reimbursement. Only direct costs that can be identified specifically with a particular final cost objective directly related to the trail project are eligible.
**Interpretive Signage:** Signs that are interpretive in function, rather than wayfinding, are not eligible project elements under RTP.

**Landscaping:** Landscaping is outside of the intent of RTP and is not an eligible expense. Mitigation planting as part of a permit condition or trail reroute project is typically not considered landscaping.

**Law Enforcement:** Law enforcement related expenses are not permitted in the RTP legislation.

**Legal Fees:** Legal fees are not eligible for inclusion in any project budget.

**Lighting:** Lighting along a trail is not a permissible use of RTP funds. Incidental costs for trailhead lighting, included in a construction or restoration project, is allowed.

**Overhead:** The regular operating expenses such as rent, building upkeep, utilities, insurance, and fixed costs associated with the organization, is not allowed under RTP.

**Planning:** Project proposals solely for the purpose of trail planning are not eligible under the RTP guidance.

**Roads:** Funds may not be used to improve roads for passenger vehicle use.

**Routine and deferred trail maintenance:** Maintenance projects are not eligible. This includes work that should be conducted on a frequent basis in order to keep a trail in its originally constructed serviceable standard (e.g. mowing, tree and brush pruning, leaf and debris removal, cleaning and repair of drainage structures culverts, water bars, drain dips). Routine maintenance work is usually limited to minor repair or improvements that do not significantly change the trail location, width, surface, or trail structure.

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### 2.3D ELIGIBLE MATCH

RTP grant funds can pay up to 80 percent of a project’s total cost. Project Sponsors must provide at least **20 percent** of a project’s cost. Applicants requesting $250,000 or more for a non-motorized or non-motorized diverse use project must provide at least **40 percent** match.

**Non-Federal Share:** If federal funds are used as match, **five percent** of the total project cost must come from a non-federal funding source (23 U.S.C. 206). Funds made available through certain federal programs or grants may be treated as non-federal share, including but not limited to:

- Land & Water Conservation Fund grants
- In-kind match contributed by Americorps
- In-kind match contributed by a Youth Conservation Corps
- Community Development Block Grants
- Federal-aid highway program funds, including the Federal Lands Highway Program
- Funds made available under the Federal Emergency Management Administration
- Federal funds made available to or by a Tribal Government
- Challenge Cost-Share programs of a Federal land management agency

**Match may include:**

**Cash:** Payments made towards eligible project expenses

**Inmate labor (cost of crew):** Refer to the Road Right-of-Way policy under 2.3B for certain restrictions.

**In-Kind Goods & Services:**

- **Donated Materials:** The fair market value of any materials donated by a person, group, or organization. Documentation supporting the valuation is required.

- **Project Planning and Environmental Compliance Services:** The donation of professional or accredited planning and environmental compliance services will be valued at the fair market value. Documentation supporting the valuation is required. These services are limited to costs incurred less than 18 months prior to or after the RTP grant contract document is fully executed (policy 2.3B). This service must apply specifically to supporting a project that will be accomplished with approved RTP funds.

- **Donated Land:** Valuation of land donated to a governmental agency or a non-profit organization for public trail development, valued at the appraised value of the donation. The donation of land must have taken place less than 18 (unless prohibited by Feds to give more time to develop project for submittal) months prior to or after the RTP grant contract document is fully executed.

**Volunteer Labor:** Volunteer labor may be used as match only and is never a reimbursable item. The Project Sponsor must choose **one** of the following two methods to calculate volunteer labor. The method must be used throughout the entire project:

1. Volunteer labor is valued at the current rate provided by the Independent Sector. Current valuation can be found at [https://independentsector.org/resource/the-value-of-volunteer-time/](https://independentsector.org/resource/the-value-of-volunteer-time/).

2. Volunteer labor is valued at a rate not to exceed prevailing wage rates determined by the Department of Labor. A general laborer’s wage value must be used unless the volunteer is performing specialized work where there is a separate wage valuation. The list can be found at [https://www.wdol.gov/](https://www.wdol.gov/) and is sorted by county where work is to be performed. If this method is used, documentation of the rate must be uploaded as an attachment to the application.

**Force Account:** Force Account refers to the use of a Project Sponsor’s staff, equipment, or materials. All or part of the Project Sponsor’s share may be provided through force account. Documentation must be verifiable from the Project Sponsor’s records, and must be reasonable and necessary for efficient completion of the project.
• Use of Agency or Organization’s paid labor to accomplish approved RTP deliverables and valued at the current hourly rate of pay, including taxes and benefits, for employee labor per hours worked for the associated deliverable.

• Use of Agency or Organization owned or leased equipment to accomplish approved RTP deliverables and valued according to the federally approved Federal Emergency Management Agencies (FEMA) equipment rates. Valuation rates are provided at: http://www.fema.gov/schedule-equipment-rates. Agencies with pre-determined use rates may submit those for review in place of FEMA rates.

### 2.3E SCOPE REVISIONS

Once a project is approved by the RTP Committee, OPRD Commission, and FHWA, Project Sponsors must request pre-approval for changes to the scope or project deliverables. If approved, project changes generally require an amendment. In cases of major scope changes, additional environmental review, SHPO review, project approval, and updates to other application documents may be required. Refer to policy 5.2 for more information.

Scope change requests must be emailed to the RTP Grant Coordinator at least 30 days before the grant end date. Some scope changes may be too significant to process within that timeframe. Other scope changes may be too far outside of the project scope to approve.

### 2.4 BUY AMERICA

Buy America laws apply to steel and iron permanently incorporated in a project funded by RTP when the total value of the materials or equipment exceeds $2,500. The provision requires these materials be melted and manufactured domestically and that documentation is obtained to verify Buy America compliance.

These provisions apply to all materials and equipment permanently incorporated into the project, regardless of whether the items are acquired and paid for with matching funds or donated to the Project Sponsor as part of the RTP match. Examples of materials that must comply with Buy America include steel bridge girders, steel railings, steel structures, steel trailers, steel structural elements of trailhead facilities, and steel tools and equipment. Steel tools or incidental materials that do not comply with Buy America must to be tracked and the total may not exceed $2,500.

To document Buy America compliance, project sponsors must obtain certification from the manufacturer documenting that all manufacturing processes occurred domestically. Heat mill certificates for all steel parts are typically used for verification. Certificates must be provided with the request for reimbursement and retained in the project sponsor’s grant files.


**Request for Buy America Waiver:** Waiver requests may be made for items that do not meet Buy America requirements. Project Sponsors must work with OPRD’s RTP Grant Coordinator.
who will further coordinate the request with FHWA. Waiver requests are then made available for public review and comment. For vehicle and equipment purchase waivers, FHWA processes requests on a quarterly schedule, on the condition that the product has final domestic assembly. The processing of waiver requests can cause significant delays for a project.

NOTE: The federal government is not accepting waiver requests until further notice.

### 2.5 CONTROL AND TENURE

Adequate control must be established by an applicant over any land (public or private) to be improved and/or developed with RTP grant funds. Control is generally understood to mean ownership, lease, easement, or use agreement of not less than 25 years. Control and tenure must be confirmed by the following documentation:

- Fee title
- Lease
- Easement or
- Legally Binding Use Agreement

The applicant must identify all outstanding rights or interests held by others on land upon which the project is proposed. When a project covers multiple properties and ownership interests, the applicant should submit a tax lot map identifying control over each property where work is proposed.

The applicant will be required to submit a signed approval form from the official responsible for management of the project property, regardless of ownership (see Land Manager Approval Form).

Land managers maintain discretionary management responsibilities, as needed to keep the project property open, accessible and safe for public use during reasonable hours and time of year.

Public Access: Land managers shall allow open and unencumbered public access to the completed project by all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence. Access to the trail system must be made to all members of the public and cannot be exclusively limited to members of a specific trail club, other individuals, etc.

### 2.6 FEDERAL ENVIRONMENTAL REVIEW REQUIREMENTS

Documentation of compliance with the National Environmental Policy Act (NEPA) and other Federal environmental laws, regulations, and Executive Orders must be provided as part of an authorized project under the RTP Federal laws. FHWA procedures in 23 CFR 771 applies to RTP.
2.6A NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

Background: The National Environmental Policy Act (NEPA) of 1969 was created to ensure federal agencies consider the environmental impacts of their actions and decisions. NEPA Section 101(b) states “it is the continuing responsibility of the federal government to use all practicable means, consistent with other essential considerations of national policy” to avoid environmental degradation, preserve historic, cultural, and natural resources, and “promote the widest range of beneficial uses of the environment without undesirable and unintentional consequences.”

Compliance with the National Environmental Policy Act is required regardless of where a project is located (federal, state, county, city, private land, etc.) because the RTP is federally funded. FHWA will not approve funds for individual projects until NEPA requirements have been met.

Many RTP projects will qualify as Categorical Exclusions (CE) under NEPA (23 CFR 771.117). However, each project must be reviewed to assure that it does not have a significant impact on the environment.

Grant applications may not be reviewed if the environmental documentation is not complete.

Environmental Review Process: Federal Lands

For projects on Federal Lands, applicants must submit a record of decision, or other NEPA decision document, with the application. If the project is a Categorically Excluded project, a letter from the appropriate authority is required that outlines how it was determined.

If the project is not a Categorically Excluded project, there will need to be a higher level of NEPA review. This would require the completion of an Environmental Impact Statement (EIS) or Environmental Analysis (EA).

Submit with the application:
- Copy of the Record of Decision and EA or EIS, as applicable, or
- Letter justifying determination of the categorical exclusion

Environmental Review Process: Non-Federal Lands

For projects located off of federal lands, FHWA is the lead NEPA agency. OPRD has developed a programmatic agreement with FHWA.

In order to assess projects for their environmental impact and for compliance with state and federal laws, applicants proposing work on non-federal land must submit the following:

- **RTP Environmental Screening Form** completed and signed
- **Intergovernmental Consultation Forms** completed by:
• Division of State Lands
• Department of Fish & Wildlife
• Department of Environmental Quality
• Other state agencies, as applicable to the project (refer to the State Agency Contact List for a list of those agencies and which projects should be submitted)

Applicants do NOT need to submit the above documents for the following project types when no ground disturbing work is included in the grant or match:
• Purchase of trail maintenance equipment or tools
• Development and distribution of safety and educational materials
• Assessment of trails for accessibility or maintenance
• Land acquisition

COMPLETION OF THE RTP ENVIRONMENTAL SCREENING FORM:

These instructions are for projects located on non-federal lands.

All project proposals must be assessed for their environmental effect and for qualification as a Categorical Exclusion. The RTP Environmental Screening Form provides pertinent information of sufficient scope and depth of the project.

When completing the form, an environmental impact should be quantified when possible. In all cases the level of activities involved should be given (ex: number of trees to be removed, cubic yards or debris to be removed, cubic yards of fill to be required, etc.). The Screening Form should include the following:

1. Project Description: Describe the proposed action, a brief statement regarding the need for it, a description of what the action is designed to accomplish, location of the project, its scope, site description, the level of impact-causing activities, any adverse or beneficial environmental impacts resulting from the project, and, if applicable, its relation to other federal, state, or local projects and proposals.

2. Alternatives to Proposed Action: Include a brief description of appropriate alternatives to recommend courses of action in any proposal that involves unresolved conflicts concerning the alternative uses of available resources. The environmental impacts of the proposal and the alternatives should be presented in comparative form and should define the issues, pros and cons of a reasonable range of alternatives, and provide a clear basis for choice between them.

3. Environmental Consequences (Impacts): Impacts are defined as causing direct or indirect changes in the existing environment, whether beneficial or adverse, which are anticipated as a result of the project proposal or future actions. This section of the Screening Form should address impacts of the proposed project, including environmental damage that could be caused by users, upon the physical and biological environment as well as upon cultural, aesthetic, and socio-economic conditions. Elements of impact that are unknown or only partially understood should be indicated. Any off-site impacts, such as increased traffic on neighborhood roads or increased noise
levels in surrounding areas, should be described. Attach additional pages of
documentation if necessary.

4. **Public Involvement:** If public involvement or comments were solicited and received
related to the environmental impacts of the project, describe the process and input
received, including public meetings held, notice given, comments solicited, etc.

5. **Environmental Commitments and Mitigation Measures:** Environmental commitments
are actions that the applicant will be held to during the project implementation. List
commitments and measures that will be taken to avoid, minimize, or mitigate all
resources impacts as identified in the previous sections of the Screening Form, including
permit conditions.

6. **Motorized Project Questions:** If the project includes motorized recreation, complete
this section regarding air quality and noise.

---

**INTERGOVERNMENTAL CONSULTATION – STATE AGENCY REVIEW:**

*These instructions are for projects located on non-federal lands.*

Applicants must consult with at least three state natural resource agencies listed earlier in policy
2.6A. The purpose of consultation is to assure compliance with state and federal laws, assure
that project proposals do not have a significant impact on the environment, and identify
mitigation measures to minimize environmental impact. Consultation with additional agencies
may be prudent for certain projects. Refer to the State Agency Contact List for required and
other natural resource agencies to consult with.

For all projects on non-federal land, except for those that do not include any ground disturbing
work, complete and compile the following forms or documentation. These should be emailed to
each state agency whose consultation is required, and other agencies as needed.

1. RTP Environmental Screening Form
2. Transmittal Memo addressed to individual state agencies
3. State Agency Review Form addressed to the individual state agencies
4. Project location map
5. Project site plan

Upload to the application once completed:

1. RTP Environmental Screening Form
2. State Agency Review Forms completed by individual state agencies

Allow the state agencies **at least 30 days** to respond and return the completed
Intergovernmental Consultation Form or alternate documentation. If an agency has not
responded before submitting your grant application, indicate the date of your submission to
them under the Supplemental – Environmental section of the application. Any late forms can be
emailed to the RTP Grant Coordinator during the technical review period.
If the project has been submitted to and responded to by State agencies in a previous grant cycle, you do not need to resubmit unless scope changes are proposed.

Applicants are responsible for following any regulations or requirements indicated in an agency’s response. Applicants must contact state agency staff who indicates the project will have adverse effects or requires additional information to evaluate the proposal. Do not delay responding to the review.

If a dispute arises between the applicant and a state agency that cannot be resolved, contact the RTP Grant Coordinator. OPRD will work with the applicant to resolve disputes. If resolution to an adverse effect cannot be mitigated, it’s possible that the project will not be made available to the Committee for funding consideration.

### 2.6B AIR QUALITY

Many RTP projects and project-related activities are exempt from air quality conformity requirements of the Clean Air Act Amendments of 1990. However, RTP projects and project-related activities which involve new construction within air quality non-attainment or maintenance areas may be subject to the air quality conformity rule (40 CFR parts 51 and 93).

### 2.7 SECTION 106

Section 106 is a portion of the National Historic Preservation Act (NHPA) that requires Federal agencies to take into account the effects of their undertakings on historic properties and cultural resources, and ensure compliance with federal and state law regarding these properties and resources.

All projects must be reviewed the State Historic Preservation Office (SHPO). The process varies between Federal and non-Federal land. Projects including ground disturbance or land acquisition must include the appropriate documentation.

**Section 106 Process: Federal Lands**

Federal land management agencies are the lead for Section 106 review under their programmatic agreement (PA) with SHPO. The action will either be covered under the PA or will require SHPO concurrence.

**Submit with the application:**

- A copy of SHPO’s concurrence letter, OR
- A completed heritage review form signed by the staff archaeologist or other authorized representative, indicating that the action is covered under a PA

If SHPO concurrence is required but not yet received, indicate the anticipated timeline for concurrence in your application. Concurrence is required prior to receiving Notice to Proceed.
Section 106 Process: Non-Federal Lands

For projects on non-Federal land that include ground disturbance or land acquisition, the RTP Grant Coordinator will submit it to SHPO for review only if the project is recommended for funding by the RTP Committee. All applicants working on non-Federal land must prepare documentation for SHPO review and submit it with the application.

If the project has previously been reviewed by SHPO, indicate that in your application instead of submitting the items listed below.

Submit with the application:
- SHPO Submittal Form
- SHPO Clearance Form with photos attached, as applicable
- Map for SHPO:
  - Create a polygon or path in Google Earth showing the trail corridor and other areas of potential impact, saved as a KMZ of KML file, OR
  - Upload a 7.5 minute (1:24k) USGS topographical map showing the trail corridor and other areas of potential impact

SHPO may require that a cultural resource survey is conducted by a professional archaeologist prior to providing project clearance. Surveys are at the expense of the applicant and are not eligible for grant reimbursement. The review or survey expense may be eligible as pre-agreement match if the cost is incurred within the 18 months prior to executing an agreement. FHWA will not authorize a project prior to SHPO clearance or approval.

Archeological monitoring may be eligible for reimbursement if included in the project budget. If you are aware of a known archaeological site or cultural resource, or it is probable that sites exist in or near the project area, OPRD recommends contacting SHPO in advance to ensure that any cultural resource review and protection/mitigation activities are already planned for. If you do communicate with SHPO in advance, attach the related documentation to your application. If SHPO provides you with a SHPO case number, include that in the documentation.

If a project is submitted to SHPO in advance, refer to SHPO’s instructions for submittals: https://www.oregon.gov/oprd/OH/Pages/ProjectReview.aspx.

SHPO’s Inadvertent Discovery Plan (IDP) for Cultural Resources will be incorporated into grant agreements for projects on non-federal land. The IDP provides protocol for coordination with SHPO in the event cultural materials or human remains are encountered during construction. For projects on Federal lands, the established IDP of the Federal agency will be followed.
2.8 ACCESSIBILITY

Accessibility: Non-Motorized Trail Construction and Restoration

Federal accessibility guidelines apply to single-use recreational hiking trails and multi-use trails designed primarily for hiking. Trails are classified by their designed use and managed use. A trail has only one designed use that determines the design, construction, and maintenance parameters for the trail. A trail can have more than one managed use based on a management decision to allow other uses on the trail. Trails that have a designed use for hikers or pedestrians are required to comply with the technical accessibility requirements for trails. Trails that have a designed use for other than hikers or pedestrians, such as mountain bike or equestrian trails, are not required to comply with the technical accessibility requirements for trails.

A trail system may include a series of connecting trails. Only trails that directly connect to a trailhead or another trail that substantially meets the technical accessibility requirements for trails are required to comply with the technical accessibility requirements for trails. A trail that complies with most of the technical accessibility requirements for trails is considered to substantially meet the technical accessibility requirements.

**New Trail Projects:** When a trail is designed for hiking and directly connects to a trailhead or another trail that substantially meets the technical accessibility requirements for trails, the new trail must comply with the technical accessibility requirements.

**Restoration Projects:** When a trail designed for hiking is reconstructed or restored, and the altered portion of the trail connects directly to a trailhead of other trail that substantially meets the technical accessibility requirements for trails, the altered portion of the trail must comply with the technical accessibility requirements.

The United States Access Board’s guidelines include exceptions for when a trail designed for pedestrian use cannot reasonably comply with accessibility requirements. When a condition for exception does not permit full compliance with a specific provision in the technical accessibility requirements on a portion of a trail, that portion of the trail must comply with the specific provision to the extent possible. When extreme or numerous conditions for exceptions make it impracticable to construct a trail that complies with the technical accessibility requirements, the entire trail can be exempted from the technical accessibility requirements.

More information about these exceptions is detailed in OPRD’s Accessibility Assessment Memorandum. If your project is for a single-use hiking trail or multi-use trail designed for hiking, attach the Accessibility Assessment Memorandum to your application.

**Resources:** Refer to the United States Access Board’s technical accessibility requirements for trail construction and restoration. The U.S. Forest Service’s Accessibility Guidebook is a helpful resource.
Accessibility: Trailhead Facilities and Staging Areas

For all types of trails, non-motorized and motorized, and including water trails, trailhead facilities should comply with the United States Access Board’s technical accessibility requirements to the extent practicable. If your project will construct or restore trailhead or staging area facilities, they should be brought up to accessibility standards.

Resources: Refer to the United States Access Board's technical accessibility requirements for trailhead facilities. OPRD’s Quick Reference Guides for parking areas, restrooms, and other general facilities are also available under the Accessibility Guidance section on this page.

Accessibility: Boating Facilities

Federal technical accessibility guidelines for boating facilities require that at least one accessible route connect any accessible boarding piers, boat launch ramps, and other accessible spaces within a boating facility. If boarding piers or launch docks are provided, at least 5 percent but not less than one, must comply with federal technical accessibility requirements. When gangways are provided as part of the accessible route, exceptions may apply to deal with the varying water level changes and other factors. There are no exceptions to the accessible route requirements where the accessible route connect fixed piers to land or other fixed structures.

Resources: Refer to the United States Access Board’s technical requirements for boating facilities. The Institute for Human Centered Design provides a checklist for evaluating facilities here.

Universal Design

Beyond federal technical requirements for accessibility, OPRD encourages grant applicants to consider other universal design techniques. Universal design attempts to meet the needs of all people, and includes those of all ages, physical abilities, sensory abilities, and cognitive skills. It includes the use of integrated and mainstream products, environmental features and services, with the need for adaptation of specialized design. Examples of universal design elements in a trail project include mounting ramps and block for riders to mount their horses, or taking the width of recumbent bikes into account when placing bollards or other barriers on a bike trail.

Other Resources: Access Recreation’s Guidelines for Providing Trail Information to People with Disabilities, American Trails’ Accessible Trail Resources.
SECTION 3: APPLICATION PROCESS

3.1 ONLINE GRANT APPLICATION PROCESS

The RTP Grant Program utilizes an online grant application process. You must have an account with OPRD to be able to apply. Additionally, your agency or organization must be registered in the online system. You can request an individual and organization account at: www.oprdgrants.org. System requirements are found at the same link.

An application worksheet is available on the OPRD RTP website. The worksheet is a tool for applicants to prepare their application content prior to submitting it online. The application worksheet will not be accepted in place of the online application.

While completing the online application, Project Sponsors are able to save partial information and return to the application later.

If technical assistance is needed, contact the RTP Grant Coordinator or follow the grant application instructional guide: https://www.oregon.gov/oprd/GRA/Documents/RTP-Online-Application-Instructions.pdf.

3.2 LETTER OF INTENT

A letter of intent (LOI) is required and initiates the application process. The LOI is a simple online form submitted on the OPRD Grants website, and is not a formal letter sent to the RTP Grant Coordinator or RTP Advisory Committee. Project Sponsors will submit the LOI either as a motorized or non-motorized project. Diverse use projects should be submitted under the category that is the primary use type.

All potential applicants must submit a LOI by the due date posted on the grant cycle schedule for the current grant cycle. The online grant application system will not allow any LOI’s after the deadline. If the LOI deadline is missed, a grant application may not be accessed or submitted.

Letters of intent provide OPRD with a general idea of the proposed project. The LOI review is also an opportunity for OPRD to identify any foreseen project eligibility issues. Project Sponsors are not held to the information submitted in an LOI and will provide further detail in the grant application.

The letter of intent requires the following information:

- Primary Contact for the Project Sponsor (you will be able to select any user who’s account is associated with the Sponsor organization)
- Project Name (be concise and not too general)
- Brief Project Description, including what the project is proposed to do, deliverables to be included in the grant and match, and the intended user groups
Location of the project

☐ Location of the project

☐ Approximate grant request

OPRD must approve the LOI before you can proceed to the remainder of the application sections.

3.3 APPLICATION SECTIONS

The following is an overview of the application sections and required supporting documentation that must be submitted by each Project Sponsor. If approved for funding, the application is incorporated into a grant agreement.

3.3A CONTACT INFORMATION

☐ Project Contact: The person responsible to carry out the RTP project. This will be OPRD’s main point of contact for the project. Grantees or the RTP Grant Coordinator can change this during the project period if needed.

☐ Reimbursement Contact: The person who will submit and be the main point of contact for reimbursement requests. This can be left blank if it will be the same person as the Project Contact. The RTP Grant Coordinator can change this during the project period if needed.

To update contact information, follow instructions in the Online Grant Application Instructions.

☐ TAX ID & DUNS Number: These fields are only viewable to and editable by OPRD staff. If a tax ID and DUNS number for the applying organization aren’t already on file, the RTP Grant Coordinator will request them. For information about obtaining a DUNS number and registering it with the System for Award Management (SAM) Database, visit: https://www.dnb.com/duns-number.html.

3.3B PROJECT INFORMATION

☐ Project Name: Name of Project (be concise and not too general)

☐ Brief Project Description: The objective of the proposed project in one or two sentences. Save the detailed description and project justification for other areas of the application. This description is used for public reports describing RTP projects.

☐ Estimated Project Start and End Dates: Provide the estimated start and end dates for the project. The actual start date is dependent on a Notice to Proceed and the end date will be identified in a grant agreement (approximately a two year term).

☐ Site Name: Enter the name of the park or trail system.
☐ **Site City/Town/Area:** Enter the city or closest city where the project is located.

☐ **Site County:** Select the county or counties where the project is located.

☐ **Site Description:** Describe the site where work is to be performed.

☐ **Site Acreage:** Enter the approximate acreage of the project area.

☐ **Project Location:** You will be asked to pinpoint the central project location using an interactive Google Map, which will translate into latitude and longitude coordinates. More detailed location information for your project will be communicated through maps or other supporting documents.

### 3.3C PROJECT FINANCIAL INFORMATION

☐ Complete the online **Project Budget Worksheet** by adding individual budget items. The financial information fields will auto-fill as you add and save worksheet items. Each item requires the following information:

- Item description
- Quantity
- Unit of measurement (ex: hour, each, linear foot, mile, lump sum, etc.)
- Cost per unit, for volunteer labor or other donated items, enter the **value** per unit.
  - Note: The system will calculate the line item cost using quantity and cost per unit.

☐ For any items where part or all of the cost includes match, complete these additional fields.

- Does this item include match? (if yes, check the box)
- Match amount (manually calculated, quantity x cost per unit)
- Source of funding

☐ If other grants funds are being used as match, complete these additional fields.

- Is the source of your funds is from another Grant? (if yes, check the box)
- Grant name
- Grant type
- Granting agency
- Grant status (ex: pending approval, approved, etc.)
Example budget:

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3.3D SUPPLEMENTAL PROJECT INFORMATION

- **Eligibility Category**: Mark the appropriate Recreational Trail Project Type (refer to definitions in Section 2.3). If the project fits into more than one category, select the primary project type.

- **Trail Users**: Identify what trails users will utilize the trail or benefit from the project. Be realistic.

- **E-Bike Policy**: For projects related to non-motorized trails (hiker, biker, equestrian), describe the land manager’s e-bike policy if one exists.

3.3E ENVIRONMENTAL (FEDERAL AND/OR NON-FEDERAL)

Complete these sections based on if the project is located on federal and/or non-federal lands. Refer to policy 2.6 for more information.

3.3F ADDITIONAL SUPPLEMENTAL QUESTIONS

This information will be used to address the scoring criteria found in Section 4. Refer to each scoring criteria category for more information and detailed guidance.

The project scope and plan will need to be completed in this section. This will inform all reviewers of specifically what you are planning to do, a justification for the project, what specifications you are using and how you plan to complete the project. If recommended for funding, the scope and all other application responses are incorporated into a grant agreement.

3.3G ATTACHMENTS

Required attachments vary by project type. Refer to the Application Attachment Checklist posted here for a list of what documents are generally required for specific project types.

If a form is not applicable to your project, upload a document marked as “N/A” or similar. The application cannot be submitted until a required document is uploaded.
Maps: Three types of maps are required with the application. In general, these maps should clearly demonstrate specifics of the site plan, context for how the project fits within the larger trail system, and where the project is located. Engineering documents should be submitted if completed, but are not required.

Site Plans and Other Visuals: Submit project-related site plans or other design documents.

Park Boundary Map: Submit a map indicating the specific site location, existing or proposed trail, or trail facility. This map must clearly depict the project location in relation to roads, trails, rivers/streams, and any other geographic features that will aid in identification of the project's precise location.

Vicinity Map: Submit a map identifying the location of the project within a region of the State (county, city, Forest Service maps, etc.).

SHPO Attachments: These items are required for projects on non-federal land that include ground disturbance or land acquisition. If your project has already been reviewed by SHPO, indicate that in your application, include a case number, and upload related documentation.

SHPO Submittal Form (archaeological assessment): Upload a completed submittal form. This form is required by SHPO to assess potential impacts to cultural resources.

SHPO Clearance Form (built environment resource assessment): Upload a completed clearance form. This project is required by SHPO to assess potential impacts to historical lands or structures. If the project area could potentially impact lands or structures 50 years or older, attach 3-4 photos of the subject property (see form for more information).

SHPO Map: Maps uploaded for SHPO review must include the project area, construction staging areas, other areas of potential impact, and show built environment features. For new trail construction projects where the route is not finalized, show all potential routes or a wide trail corridor that includes all potential routes. Two options may be used although Google Earth is recommended. For more detailed instructions on creating a map, refer to SHPO’s GoDigital instructions available here.

- Google Earth: Use the polygon or path tools to create a KMZ of KML file to upload to the application. Screenshots of Google Earth maps are not acceptable, OR
- Topo Map: Provide a 7.5 min (1:24k) USGS topo map zoomed to the appropriate scale that shows the proposed project area and includes roads and geographic features.

Environmental Review Forms: These are required for projects on non-federal land that include on-the-ground development or restoration.
☐ **RTP Environmental Screening Form:** Submit a completed and signed RTP Environmental Screening Form. Refer to policy 2.6 for additional guidance.

☐ **State Agency Review Forms:** Applicants must seek consultation from state natural resource agencies. Submit copies of their responses. Refer to policy 2.6 for additional guidance.

☐ **Land Manager Approval Form:** Submit a form signed by the land manager responsible for the area where the project will be located, available [here](#).

☐ **Land Use Compatibility Statement (LUCS):** For projects on non-federal land, include a LUCS form completed by a County Planning Official. Land use review ensures that proposed grant funded projects are consistent with local land use requirements. If the response indicates use permits, zoning amendments, or other actions are required, those same actions should be included in your responses to questions in the Supplemental – Scope section of the application. OPRD may require that certain County permits are approved prior to Notice to Proceed.

☐ **Proof of Property Ownership:** Submit documentation demonstrating ownership and public access of the property. Include copies of any deeds, easements, or other use agreements. When a project covers multiple properties and ownership interests, also submit a tax lot map that clearly ties each property ownership document to the associated tax lot.

☐ **Project Timeline:** Submit a project timeline. A sample template is available on our [website](#) for construction related projects. Applicants can use an alternative format that provides an overview of the project steps involved (design, bidding, permitting, construction, closeout, etc.). A brief statement may be submitted in place of a timeline if appropriate (ex: project proposal to purchase equipment or tools).

☐ **Letters of Support:** Upload letters of support for the project. Refer to Category #7 of Section 4 for more information about the related scoring category. It’s recommended to combine the letters or associated documents into one document with a cover page. DO NOT mail or email letters directly to the RTP Grant Coordinator or RTP Advisory Committee members.

☐ **Other:** Additional documentation may be included under the “Other” category, such as:

☐ **Accessibility Assessment Memo:** For projects that construct or improve trails and their facilities, that are either single-use hiking trails or multi-use trails designed primarily for hiking, upload a completed Accessibility Assessment Memo, available [here](#).

☐ **Photos:** It is recommended to submit photos of the project area to be improved or developed for new construction, major rehabilitation, water trail, and trailhead facility projects. It’s also recommended to combine photos into a single document and include captions for reviewers to quickly and clearly understand the context.
NEPA and Section 106 Documentation: For projects on federal land, upload NEPA and Section 106 documentation under “Other.” Refer to policy 2.6 and 2.7 for more information.

Acquisition Proposal Documentation: For projects to acquire property or easements, upload a copy of the completed Yellow Book appraisal and proof of a willing seller.

Safety & Education Materials: For projects to develop or expand safety and education materials, upload samples of the education materials.

3.4 APPLICATION SUBMISSION AND NEXT STEPS

Project Sponsors must submit their online applications by 11:59 PM of the due date as posted on the RTP schedule. Late applications may not be accepted.

The RTP Grant Coordinator and other OPRD staff review all applications following the due date. Initial review includes verification of applicant eligibility, review of project eligibility, and screening the application and supporting documentation for accuracy and completeness of the information and attachments submitted. Incomplete applications will be sent back to the applicant and a deadline will be provided for final resubmission.

Once applications are deemed sufficient, they will be made available to the RTP Committee members for review.

Project Sponsors who request $50,000 or more are required to make a brief presentation in front of the RTP Committee. Requests under $50,000 are evaluated by the RTP Committee based on the merit of the submitted application. Refer to policy 4.4 for more information about grant presentations.

All applications are reviewed and scored according to the criteria described in Section 4. Application scores are ranked within the categories listed in policy 1.3. Refer to policy 4.5 for more information on next steps once projects are ranked and recommended by the Committee.
## SECTION 4: PROJECT SELECTION

### 4.1 PROJECT SELECTION CRITERIA SUMMARY

All applications are reviewed by OPRD and scored by RTP Committee Members according to the following criteria. Descriptions of each criterion are detailed in the remainder of this Section.

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<thead>
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<th>CRITERIA TYPE</th>
<th>POSSIBLE POINTS</th>
</tr>
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<tbody>
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<td><strong>RTP COMMITTEE EVALUATION CRITERIA</strong></td>
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<td>2. Project Scope and Plan</td>
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<td>3. Youth Conservation Corps</td>
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<td>4. Benefits</td>
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<td><strong>Total Points</strong></td>
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As part of the RTP evaluation process, OPRD grant personnel conduct a technical review of all grant applications. Each application must include all materials requested in Section 3 of the RTP Grant Manual. Ineligible or incomplete applications will be returned to the project applicant with an explanation of why their application was returned. If the project is eligible but the application incomplete, the applicant will be given a short timeframe to address any incomplete items. If these items are not addressed within the specified timeline given, the application may be denied.

No scoring points will be awarded for the technical review. The following factors will be considered.

A. **Grant Performance and Compliance**: The successful completion of projects in a timely and efficient manner is an important goal of the RTP. A project applicant’s past performance in effectively meeting the administrative guidelines of the program is also an important factor in evaluating performance and compliance.

   a. Is the applicant on schedule with all active OPRD-administered grant projects?
   b. Is the applicant in compliance with applicable guidelines at previously assisted project sites (e.g., no public access restrictions)?
      OR
   c. The project sponsor has never received an OPRD administered grant.

Serious instances of non-compliance may be reason for application denial. Past non-compliance may also be cause for OPRD to place additional requirements or special conditions on the grant, if awarded, and as allowed by 2 CFR 200.207.

B. **General Project Suitability / Minimum Program Requirements**: Because RTP grant funding is limited and competitive, OPRD intends to ensure that all proposed projects are a good fit with the intent of the program and meet minimum program requirements.

   a. Is the project a good fit and eligible for the program? If not, can the project applicant be referred to another grant program that is a better fit?
   b. Is the project’s budget well researched and complete?
   c. Is the scope of work appropriate and complete?

OPRD intends to ensure that available RTP grant funding is used in a timely manner once funding is awarded to a project sponsor. Having completed the necessary upfront tasks of detailing the project scope, budget, and pre-project planning will show the project applicant has a well thought out project that is ready to be completed.
The project scope communicates to OPRD, the RTP Advisory Committee, FHWA, and the public what the project deliverables are. For projects recommended for funding, the application will be incorporated into a legally binding grant agreement. For this purpose, it is imperative that the scope deliverables are clear, concise, and realistic.

- **What are the project deliverables?** Describe what you are proposing to do and all scope deliverables included in the grant and match. Relevant information varies by project type.
  - **Trail development and restoration:** trail mileage, intended use, design, materials, and other elements such as bridges and signage.
  - **Trailhead development or restoration:** trailhead size or number of parking spaces to be developed, materials, and elements such as bathrooms, kiosks, fences or bike fix-it stations.
  - **Equipment purchases:** a description of the equipment that will be purchased.
  - **Land or easement acquisition:** a description of the property to be acquired, how control will be held, and information about the trail to be developed under the RTP grant, or in the future with other funding.
  - **Assessment of Trail Conditions for Accessibility and Maintenance:** a description of the assessment or plan that will be developed.
  - **Safety and Education:** a description of the materials or programming that will be developed or expanded.

- **Why is the project proposed?** Relevant information includes whether this project addresses a particular problem or safety issue, provides access to trails or areas currently inaccessible, provides new or improved opportunities for communities or specific user groups, is a priority project as part of the applying entities parks or master plan, is a project in response to public input or support, etc.

- **How are you proposing to complete the work?** Explain your plan to complete the project. Relevant information includes the work agency staff will complete, if a contractor will be hired, the role of volunteers or youth crews, and key steps and a timeline for the work.

- **What trail standards or guidelines will be used?** For construction projects, identify what trail standards will be used. If the land manager has not adopted trail standards, refer to these resources provided by American Trails. Examples of commonly used trail standards include the U.S. Forest Service guidebook, the Bureau of Land Management’s Guidelines, and guides produced by the International Mountain Biking Association.

- **Describe the level of readiness to proceed and indicate what the next step is if the project is selected for funding:**
  - **Trail and trailhead development or restoration:** indicate the level of design (conceptual, percentage designed, engineering documents, etc.), steps needed prior to soliciting bids, etc.
- **Equipment purchases:** indicate if you’re prepared to solicit bids once a grant is awarded, or if a price agreement is already in place through your agency’s procurement system.

- **Land or easement acquisition:** describe the status of a completed Yellow Book compliant appraisal and agreement with the current landowner. Support the response by uploading a copy of the appraisal, proof of a willing seller or donor, and preliminary title report.

- **List any required permits and the status of those permit applications.** In your response, describe any possible delays or challenges that could occur in receiving permits. Note: OPRD may require that certain permits are approved prior to Notice to Proceed.

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**CRITERION #3   YOUTH CONSERVATION CORPS (0-5 POINTS)**

- **If a youth conservation corps or other youth crew will be utilized to complete the project, describe their role here.**

Federal RTP guidance encourages the use of youth conservation or service corps in project delivery. If the applicant intends to utilize a youth corps in the project, describe their role. Indicate if an existing contract or agreement is in place with the group, if the applicant intends on sole-sourcing a qualified youth corps as allowed in policy 5.4B, or if other informal agreements or plans are in place with a youth corps or other youth organization.

Committee members score this category on a range depending on the significance of the youth corps’ role.

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**CRITERION #4   BENEFITS (0-5 POINTS)**

Use of recreational trails is the source of many benefits to individuals, communities, and society. There are two primary benefits that this scoring category will focus on:

- **Economic Impacts:** This measures how tourism spending by trail users (often defined as non-resident or non-local visitors/tourists) affects local economies. Typical trip-related expenditures measured in economic impact analysis include overnight lodging, restaurants and bars, groceries, gas and oil, other transportation, recreation use fees, entertainment, sporting goods, and souvenirs. Economic impact benefits are most often associated with dispersed-setting or other destination trails. **Oregon’s 2016-2025 Statewide Trails Plan** provides additional data related to economic contributions associated with trail use.

- **Health Benefits:** This measures how daily physical activity by trail users can decrease the risk of many chronic illnesses. Health benefits are particularly relevant in close-to-home settings, within or near communities, where physical activity benefits most often occur. **Oregon’s 2019-2023 Statewide Comprehensive Outdoor Recreation Plan (SCORP)**
provides additional data supporting the significant health care savings of increased access to recreation.

On the RTP application, applicants must identify the primary use of the trail as either a destination trail or community trail. Responses should be developed using the guidance for the specific trail type chosen.

**Destination Trail:** These are trails which draw large numbers of non-resident or non-local visitors or tourists. These non-resident or non-local trail users typically travel 50 miles or more from home to use the trail. Destination trails contribute to local economic development through tourism spending by such trail users.

**Community Trail:** These are trails in close-to-home, community settings where physical activity benefits most often occur. Daily physical activity on community trails can decrease the risk of many chronic illnesses.

- **Describe how the project will benefit the local community.** For destination trails, applicants should focus on economic impact benefits. For community trails, applicants should focus on health benefits.

The following questions are examples of what to address based on the primary trail type chosen. A successful application need not address each bullet. Applicants should elaborate on points clearly relevant to their project.

**Economic Impacts of Destination Trails:**

- How will this project facilitate additional trip-related expenditures?
- For new trail development, how does the project fit within local tourism or other economic development goals? How is the project anticipated to impact local businesses?
- For restoration or expansion projects, how can it be demonstrated that the local community is benefiting from the existing trail? How will the project sustain or increase economic development opportunities?
- What is the anticipated impact on the community if the project wasn’t completed? For restoration or equipment purchases, how will the project sustain or increase economic opportunities?

**Health Benefits of Community Trails:**

- Does the project provide or improve opportunities within or near a body weight index (BMI) high priority county or UGB?
The Portland State University Population Research Center has identified these high-priority BMI counties and UGB’s in the state:

<table>
<thead>
<tr>
<th>Body Weight Index (BMI) High Priority Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morrow</td>
</tr>
<tr>
<td>Coos</td>
</tr>
<tr>
<td>Curry</td>
</tr>
<tr>
<td>Douglas</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Body Weight Index (BMI) High Priority UGB’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jordan Valley</td>
</tr>
<tr>
<td>Grass Valley</td>
</tr>
<tr>
<td>Huntington</td>
</tr>
<tr>
<td>Monument</td>
</tr>
</tbody>
</table>

- Does the project within or adjacent to a body weight index (BMI) high priority census block?

- Using OPRD’s [Parkland Mapping tool](#), locate your jurisdiction’s UGB. Next, use the Layers menu to select Population Distribution, and then select BMI. The mapping database will generate a map identifying specific areas of priority for BMI. If your project is in or near these areas, save a copy of the map, identify your project area on the map, and upload a copy to the application. Other layers may be relevant to select before printing (Example: Oregon Parkland, Parks with Access to Waterways, different demographic layers, etc.).

- Does the project provide access to community members in an area with limited or no access to trails? What alternatives do community members have?

- Is the project expected to increase physical activity?

- Does the project fit within a larger plan to address health disparities in the community (ex: Blue Zone Project communities, etc.)?

**CRITERION #5  STATEWIDE, REGIONAL, AND LOCAL ISSUES AND NEEDS (0-25 POINTS)**

- How does the project address statewide and regional issues and needs as identified in the 2016-2025 Statewide Trails Plan?

- How does the project address other locally identified issues and needs? To what extent does the project satisfy priority needs as identified in the land manager’s local...
planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, federal resource management plan, etc.)?

Applicants are strongly encouraged to develop project applications that meet high priority needs of the intended clientele. Project proposals addressing trail management issue and funding needs at the statewide and local levels will be given priority points.

The following is a summary of the issues and needs identified through development of the 2016-2025 Oregon Statewide Recreation Trails Plan. Refer to the Plan for more detailed information.

NOTE: Refer to Section 2 for RTP project eligibility. The statewide issues and needs include elements that are not eligible for RTP funding.

- **Statewide Trail Management Issues**
  The statewide trails planning process identified a set of three top statewide trail management issues for each trail type (non-motorized, water, OHV, and snowmobile). Project proposals addressing statewide trail issues will receive additional priority points (see top statewide trail issues listed below). To receive these points, Project Sponsors should describe how the project addresses these issues for their designated project type.

  **Non-motorized Trail Projects**

  **Issue 1.** Need for more trails connecting towns/ public places.

  This issue is addressed by trails projects that connect communities to each other; provide connections between existing trails; close a gap within an existing trail; provide links to trails outside Urban Growth Boundaries; provide access to parks and open space; and provide access to significant facilities within communities such as schools, libraries, indoor recreation facilities, and businesses.

  **Issue 2.** Need for improved trail maintenance. For this issue, trail maintenance includes routine trail maintenance and trail rehabilitation/ restoration.

  Routine maintenance includes work that is conducted on a frequent basis in order to keep a trail in its originally constructed serviceable standards (e.g., mowing, tree and brush pruning, leaf and debris removal, cleaning and repair of drainage structures such as culvers, water bars, and drain dips), maintenance of water crossings, and repairs to signs and other amenities. Routine maintenance work is usually limited to minor repair or improvements that do not significantly change the trail location, width, surface, or trail structure.

  Trail rehabilitation/ restoration involves extensive trail repair (e.g., resurfacing of asphalt trails or complete replacement, regrading, and resurfacing of all trails) needed to bring a facility up to standards suitable for public use (not routine maintenance). In some cases, trail rehabilitation/ restoration may include necessary relocation of minor portions of the trail.

  **Issue 3.** Need for more trail signs (directional and distance markers, and level of difficulty).
Trail users require a number of different types of signs to safely and enjoyably pursue their trail experience. Location signs that lead people to trailheads and parking areas, directional signs along the trail, destination signs to let people know they have reached end points, interpretive signs that describe the natural or cultural history of the area, and regulatory signs that explain the do’s and don’ts of the area are important trail components. Trail managers should provide information about their trails that allows users to choose the trails within their skill and capability level. It is important for all users, but especially elderly or disabled users, to understand a specific trail’s maximum grade and cross-slope, trail width, surface, obstacles and length before using the trail.

**Water Trail Projects**

**Issue 1.** Need for increased access for non-motorized boating.

The need for increased access for non-motorized boating is driven by a continuing increase in participation in non-motorized boating activities in both Oregon and the U.S. in recent decades. Access refers to a specific location where the public has the legal right and physical means to get to the water to launch a non-motorized boat. Non-motorized boating access may be unimproved or enhanced to varying degrees.

**Issue 2.** Lack of funding for non-motorized boater facilities.

**Issue 3.** Lack of non-motorized boating maps and information.

Projects addressing this issue could include water trail guides, information brochures, signage projects, websites, smartphone apps, and promotional materials.

**Off-Highway Vehicle (OHV) Trail Projects**

**Issue 1.** Closure of trails. The implementation of federal travel management planning has resulted in a loss of OHV trail riding opportunities in Oregon. Closure of designated trails and routes without providing other designated routes in the same area leads to overuse and impacts in new areas.

**Issue 2.** Closure of unimproved backcountry roads. Again, the implementation of federal travel management planning has also resulted in the loss of OHV riding on backcountry roads in Oregon.

**Issue 3.** Riding in closed areas. Land managers have reported a proliferation of user created trails arising from repeated unauthorized travel by OHVs.

**Snowmobile Trail Projects**

**Issue 1.** Closure of snowmobile trails/ riding areas. In the coming years, all Oregon USFS Forest Districts will go through a public planning proves to review and designate roads, trails, and cross country areas which are open to snowmobile use as part of the over-snow vehicle (OSV) travel management rule. There is a need to minimize unwarranted snowmobile riding closures during upcoming OSV travel management planning in Oregon.

**Issue 2.** Riding in closed areas. In recent years, the USFS has been confronted with a proliferation of trails arising from repeated unauthorized cross-country snowmobile
travel. Unauthorized access can result from either areas not mapped, signed, or marked clearly as open or closed; or snowmobilers ignoring designations.

**Issue 3** Lack of snowmobile trail maintenance. A consistent snowmobile trail maintenance backlog exists on Oregon national forests.

- **Regional Trail Management Issues**
  The statewide trails planning process also identified a set of three top regional trail management issues for each trail type (non-motorized, water, OHV, and snowmobile). Project proposals addressing issues for the appropriate county will receive additional priority points (see top regional trail issues listed below). To receive these points, Project Sponsors should describe how the project addresses these issues for their designated project type and planning region.

  See Appendix A – Regional Trail Management Issues

- **Statewide Trail Needs**
  The statewide trails planning process identified a set of three top statewide trail funding needs for each trail type (non-motorized, water, OHV, and snowmobile). Project proposals addressing statewide non-motorized, water, OHV, or snowmobile trail issues will receive additional points. To receive these points, Project Sponsors should describe how the project addresses these issues for their designated project type.

  **Non-motorized Trail Projects**
  - Connecting trails into larger trail systems
  - More signs/ trail wayfinding
  - Repair of major trail damage

  **Water Trail Projects**
  - Public non-motorized boater access to the water (developed or undeveloped)
  - Non-motorized boat launch facilities
  - Restrooms

  **OHV Trail Projects**
  - Maintain existing trails in good/ sustainable condition
  - More single-track off-road motorcycle trails (Class III)
  - Prioritize loop over out-and-back trails

  **Snowmobile Trail Projects**
  - Expand existing trail system
  - More trail grooming/ rehabilitation
  - More back-country off-trail riding opportunities

- **Regional Trail Needs**
  The 2016-2025 trails planning effort included a region-level analysis to identify priority projects. Project proposals addressing regional non-motorized, water, OHV, or snowmobile trail funding need will receive additional points. To receive these points, applicants should describe how the project addresses this need for their designated project type. In addition to water trail funding need, top nominations for water trail development and potential Scenic Waterway additions are also included to encourage water trail development on these waterways.
See Appendix B – Regional Trail Needs

- **Locally Identified Issues and Needs**
  Local funding need can be demonstrated through coordinated and long-range planning of the land manager or local community. Describe the extent to which the project will satisfy priority needs, as identified in a current planning document such as a comprehensive plan or recreation master plan, county or regional master plan, trail system plan, capital improvements plan, or land use/management plan. Is the project part of an adopted plan?

  If the project is not included in a current planning document, describe the public involvement effort that led to the selection of the project such as citizen involvement through public meetings, workshops, open houses, interviews, surveys, etc.

  Non-profit partner applicants should demonstrate coordination with the relevant land manager and how the project fits within their local plan.

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**CRITERION #6 USER NEEDS (0-10 POINTS)**

- **Describe how the project will satisfy needs of the intended user group(s).**

  Beyond addressing statewide and regional issues and needs, applicants should explain in detail how elements of the project were decided on and how well those elements meet needs of the user group(s).

  The following questions are examples of what to address. A successful application need not address each bullet. Applicants should elaborate on points clearly relevant to their project.

**Project Use:**

- What similar trail opportunities are available in the local area?

- Is the project intended to meet unmet needs of user groups or communities? (Example: providing accessible hiking trails in a community where there are none, providing OHV class 3 trails in an area where they lack, etc.)

- Describe the level of existing or anticipated user impact (trail counts, sample data, comparisons to other systems, or other observations).

- For trail systems or areas considered overused, describe how the project will better accommodate large amounts of users or ease use on other nearby trails.
Project Design:

- Describe the extent to which the design is user friendly and/or universally accessible. Accessibility will be further detailed later in the application.

- For proposals to connect a gap in a trail system, what alternatives do users have if the gap were left incomplete?

- For restoration proposals, describe how the project will result in an improved user experience or provide access to closed areas.

- For projects designed to provide a specific level of difficulty (advanced, beginner, etc.), how does the trail complement other systems in the area? Is the trail meeting an unmet need?

- For equipment purchases, describe how the purchase will result in increased user access or satisfaction.

- For safety and education projects, describe what education gaps the proposal will fill.

CRITERION #7  PUBLIC SUPPORT (0-5 POINTS)

- Other than letters of support, how can public support be demonstrated? Describe any processes or public meetings that have taken place to receive input and gain support.

Public involvement is a means of building support and developing a constituency and partnership for the development effort.

Applicants are required to submit letters of support from citizen or user groups that articulate the proposal as a needed and supported project. A minimum of five letters are recommended. Examples of appropriate groups to solicit letters from include trail groups or alliances, user clubs, neighborhood organizations, and organizations who advocate on behalf of underserved groups or community members with disabilities. Less impactful are letters from public agencies or multiple form letters submitted by individuals with unidentified roles or affiliations. Letters from agencies may be appropriate if they are committing financial or other resources to the project, in addition to letters from users.

An alternative to letters of support could be combining survey or other public comments into one document.

Proposals are scored based on the support demonstrated through letters and the applicant’s response to the question in this section.
CRITERION #8 MAINTENANCE AND SUSTAINABILITY

This category is divided into three subsections: trail maintenance and management, environmental and design sustainability, and social sustainability.

8a: Trail Maintenance and Management (0-5 points)

- Describe the land manager’s capacity and commitment for trail maintenance.

Maintaining existing trails in sustainable and user-accessible condition was identified as the top statewide funding priority and trails issue for all user groups in the Statewide Trails Plan process. When investing RTP funds in projects, the land manager’s maintenance and management capacity is evaluated and taken into account.

The following questions should be addressed as relevant to the proposal. Non-profit partners should develop responses with the land manager.

- Is dedicated funding in place for ongoing trail operation and maintenance? Is there a resolution of support or similar guarantee for long-term maintenance funding?
- Do you have permanent staff for ongoing trail operations and maintenance?
- Does the land manager partner with organizations or volunteer groups to assist with trail maintenance? Include names of those groups.
- Do staff and partners have capacity to meet maintenance needs?
- If you are proposing to build new trails, describe the condition of existing trails under management of the land owning agency or relevant district.
- If you are proposing major restoration of existing trails, how much maintenance backlog will be alleviated by the project?

8b: Environmental and Design Sustainability (0-5 points)

- Describe how the proposal results in a well-designed and environmentally sustainable trail system.

A sustainable trail system will allow for carrying more visitors into a natural area with little impact to the surrounding ecosystem. They will require less maintenance through sound construction techniques and using materials that are designed for long-term self-sustaining use and by using on-site materials as much as possible.

Specific environmental sustainability recommendations for OPRD-administered grant programs are included in a component of the 2013-2017 SCORP, “Developing Sustainable Park Systems in Oregon.”

The following questions are examples of what to address. A successful application need not address each bullet. Applicants should elaborate on points clearly relevant to their project.
o Describe the methods of design and low-impact techniques that will be used to protect and complement the environment.

o How will habitat areas be enhanced?

o How will erosion be prevented?

o Describe how the project is designed for ease of maintenance.

o While RTP is intended to fund projects primarily recreational in nature, will the project encourage increased bicycle or pedestrian transportation?

o For equipment purchases, describe how the purchase will result in a more sustainable trail system.

o For safety and education projects, describe how the product is anticipated to result in user protection of natural resources.

8c: Social Sustainability (0-5 points)

- Describe the social sustainability benefits of the project.

Parks and trails serve as valuable places for shared social activity and public interaction. For a community, or statewide network of users, to enjoy a high quality of life and be sustainable, the basic needs of all residents must be met. A socially sustainable community must have the ability to build and maintain park facilities serving residents of all ages, abilities, and economic status. Social sustainability practices involve outreach to address the needs of the community, including underserved populations and underrepresented user groups. Sustainability should involve all individuals within a community or user network.

Benefits of social sustainability include promoting public health, promoting equity, and increasing social interaction with the natural environment.

Specific social sustainability recommendations for OPRD-administered grant programs are included in a component of the 2013-2017 SCORP, “Developing Sustainable Park Systems in Oregon.”

The following questions are examples of what to address. A successful application need not address each bullet. Applicants should elaborate on points clearly relevant to their project.

- Will the project increase access and use of open spaces and trails?
- Is the project anticipated to increase and improve physical activity? As relevant, use data from the 2019-2023 SCORP and Parkland Mapping project to support your project.
- Will the project encourage partnership with other entities and foster community support?
- Will the project create volunteer opportunities for the public to be directly involved in the protection, maintenance, and enhancement of natural and open spaces?
- How will the project enhance cultural educational experiences?
- Will the project promote ecological values through public education and interpretation?
Is or will the project area be used for public events?

**CRITERION #9   PROJECT URGENCY (0-5 POINTS)**

- **Describe how the project has an urgent need to be completed.**

The timing of project implementation can often be a critical factor for applicants, particularly for acquisitions or in response to safety issues or natural disasters. The intent of this category is to give priority for project proposals showing an urgent need.

The following questions are examples of what to address. A successful application need not address each bullet. Applicants should elaborate on points clearly relevant to their project.

- Describe how critical RTP funds are to the completion of this project.
- Do temporary alternatives exist if RTP funds are not awarded?
- Describe the consequences to users if the project is not funded. Will actions be taken that lead to a closure or loss of quality?
- Describe the consequences to the applicant or land manager if the project is not funded. Will other funding sources or opportunities be lost? Are those factors within the applicant or land manager’s control?

**CRITERION #10   DIVERSITY, EQUITY, AND INCLUSION (0-5 POINTS)**

- **Describe your organization’s diversity, equity, and inclusion strategy or efforts.**
  Upload supporting documentation if applicable.

Diversity, equity, and inclusion strategies direct organizations to address inequity in the communities they serve; ensure diverse representation in the planning and decision making process, and promote welcoming environments for all visitors, employees, and volunteers. If your organization has adopted or is working towards an inclusion strategy, describe that here. If a statement, strategy, or charter has been adopted, attach a copy to the application under “Other.” If a formal strategy hasn’t been adopted but efforts are being worked towards, describe those here.

**CRITERION #11   DISCRETIONARY COMMITTEE MEMBER CRITERIA (0-20 POINTS)**

Consistent with federal RTP guidance, committee members represent a broad range of motorized and non-motorized trail users within the state, and other sectors of Oregon’s recreation community. This category allows committee members to bring their specific knowledge of statewide and local recreation patterns, resources, and needs into consideration. The determination of points awarded is an individual decision, based on informed judgement.

Reviewers may award the project additional points based upon their subjective evaluation of the following: superior design, ADA compliance or universally accessible design, fiscal
consideration, superior leverage of funding or partnerships, the use of volunteers, enhancement of significant cultural or heritage sites, enhancement of regional or statewide significant trails, context, potential for legacy, exceptional meeting of an unmet user group need, and the basic intent of federal RTP guidance. These factors are examples and not an exhaustive list of all discretionary criteria to be considered by RTP Advisory Committee members.

4.2 TECHNICAL REVIEW PROCESS

Upon submission, project applications undergo a technical review by OPRD staff and an initial project eligibility review by FHWA. Technical review includes verification of applicant eligibility, review of project eligibility, and screening the application and supporting documentation for accuracy and completeness. Ineligible applications may be denied during the technical review. Incomplete applications will be sent back to the applicant and a deadline will be provided for final resubmission.

Once applications are deemed eligible and complete, they are made available to RTP Committee members for review.

4.3 COMMITTEE REVIEW PROCESS

Following staff technical review, qualified applications are reviewed and scored by the RTP Advisory Committee members according to the criteria detailed earlier in this section. The criterion reflect the RTP guidelines and are based on the findings of the current state trails plan and reflect priorities identified by workshop participants, trails plan steering committee members, and trail user survey respondents. These criteria have been designed to evaluate and prioritize motorized and non-motorized terrestrial trail and water trail projects.

The project score will be calculated as an average of the sum of all individual RTP Committee member scores. The highest possible score for a project will be 105 points. The priority rank of a project will depend on its score relative to other projects and in relation to the amount of RTP grant funds available each year. Projects are scored and ranked with the motorized and non-motorized categories. Diverse use projects are ranked within the category of primary use.

Applicants requesting $50,000 or greater will be required to make a brief presentation to the Committee. Applications for RTP funding of less than $50,000 will be evaluated by the RTP Advisory Committee based on the merit of the application.

4.4 PROJECT PRESENTATIONS

Grant presentations are required when requesting $50,000 or more. Presentations are the opportunity to make a final case to the RTP Advisory Committee for your project. Presentations are limited to twenty minutes, including Committee Q&A.
The purpose is not to repeat all information in your application, but to provide an overview, emphasize key points, and provide any additional justification. The purpose is also for committee members to ask clarifying questions prior to finalizing their individual project scores.

PowerPoint presentations or other visuals are not required but are strongly recommended. Presentations must be submitted in advance to OPRD by a date specified to applicants by the RTP Grant Coordinator. Applicants may have more than one person attend to give the presentation or be available to answer Committee member questions. While applicants may choose to have an elected official present on the project, the Committee may ask questions that require a technical response.

OPRD will send applicants additional information prior to the grant meeting about meeting location, time slots for presentations, a deadline to submit presentation materials, etc.

### 4.5 PROJECT SELECTION AND NEXT STEPS

The RTP Advisory Committee ranks project applications according to the selection criteria detailed earlier in this section. The Committee’s project recommendations are provided to OPRD. Applicants are notified of what projects were recommended. The RTP Grant Coordinator then submits recommendations to the OPRD Director for approval by the OPRD Commission. The Commission meets every 2-3 months.

Once the Committee recommends projects, further review is conducted by SHPO and FHWA. Oregon’s Department of Justice reviews the RTP grant agreement for approval and conducts Legal Sufficiency Review for agreements exceeding $150,000. Additional information may be requested from applicants at any point during the additional review steps.

After all review steps are completed, projects are submitted to ODOT for inclusion in the [Statewide Transportation Improvement Program (STIP)](https://www.oregon.gov/ODOT/Transportation/STIP/index.cfm). Once added to the STIP, OPRD requests funding authorization from ODOT and FHWA.

Once funding is authorized, Project Sponsors will be emailed a RTP grant agreement for signature by their authorized representative. Once signed and returned, OPRD will execute the agreement and issue a Notice to Proceed, allowing work to begin. It takes an average of five months to receive a grant agreement for signature after the Committee makes their recommendations.
SECTION 5: GRANT RECIPIENT REQUIREMENTS

5.1 GRANT TERM

The term for a specific project is identified in the grant agreement. Costs and activity taking place outside of these dates will not be eligible for reimbursement, with the exception of pre-approved pre-agreement planning and environmental survey costs (policy 2.3B).

Start Date: Once an executed grant agreement is in place, Project Sponsors will be issued a Notice to Proceed which authorizes work to begin and costs to be incurred.

End Date: Projects must be completed by the end date specified in a grant agreement. No additional costs may be incurred or project work performed after the end date.

Closeout Period: No later than 45 days after work is completed, and no more than 45 days after the grant end date, Project Sponsors must submit a final progress report and request for reimbursement. Payments can be issued to vendors or contractors during the closeout period but no work performed during the closeout period can be counted as match or reimbursed.

5.2 SCOPE REVISIONS AND EXTENSIONS

Scope Changes: The grant agreement, scope of work, and budget are the beginning point to determine project cost eligibility. The items sought for reimbursement must be identified in, or related to, the scope of work and budget for the project.

No change to the grant agreement, scope of work, or project deliverables may be made without prior written approval from OPRD. In cases of major scope changes, additional environmental review, SHPO review, project approval, and updates to other application documents may be required. Generally, an amendment is needed to make scope changes.

Requests for scope changes must be submitted in advance, via email, to the RTP Grant Coordinator at least 30 days before the grant end date. Depending on the level of environmental, SHPO, or other review needed, some changes may not be possible to process in that timeframe.

As projects are recommended by the RTP Advisory Committee and approved by the OPRD Commission and FHWA, some scope changes could be considered too significant to approve.

Extensions: OPRD reviews requests for extensions on a case-by-case basis. If an extension is needed, Projects Sponsors must submit a request, via email, to the RTP Grant Coordinator at least 30 days before the grant end date. The request should include detailed information explaining why the project has been delayed and what work remains. Sponsors should be up-to-date on progress reports if requesting an extension.

Some factors for an extension may be out of the Project Sponsor’s control (e.g. wildfire, cultural resource discovery). While extensions may, at times, be granted for factors within the Project Sponsor’s control, this could reflect on the Sponsor’s performance for future grant requests.
5.3 REPORTING REQUIREMENTS

The following reports are required for all RTP grants:

- Reimbursement requests
- Quarterly progress reports, including a final report once the project is completed

OPRD utilizes an online grant management system for submitting reimbursement requests and quarterly progress reports ([https://oprdgrants.org/](https://oprdgrants.org/)). Progress reports must be up to date in order to submit reimbursement requests.

5.3A QUARTERLY PROGRESS REPORTS

Project Sponsors are required to submit quarterly reports to OPRD to ensure that OPRD is aware of the project’s progress. Progress reports must be submitted in OPRD’s online grant management system. Refer to the Online Grant Reimbursement and Reporting Instructions manual for how to complete and submit the online reports.

The progress report summarizes the work accomplished to date, any issues that may be arising with the project, an estimated percentage of project completion, and an estimate of funds to be expended over the next quarter. Photos or other documents are not required, but are recommended to assist in communicating the status of your project.

Once a Notice to Proceed has been issued, Sponsors must submit reports on a quarterly basis as follows:

- Period beginning January 1, ending March 31: report is due April 30.
- Period beginning April 1, ending June 30: report is due July 31.
- Period beginning July 1, ending September 30: report is due October 31.
- Period beginning October 1, ending December 31: report is due January 31.

A project that has not made progress for six months may be terminated.

If it is determined that a project cannot be completed by the end date of the grant agreement, or at all, contact OPRD as soon as possible.

5.3B REIMBURSEMENT REQUESTS

Once a Project Sponsor requests reimbursement, requests must be submitted at least every six months following the first payment. FHWA will inactivate funding and close the project if there is a lack of payment activity. Requests can be submitted no more frequently than on a monthly basis.

OPRD will generally review the request for approval within 30 days after receipt. If information or edits are needed, the request will be returned to the Project Sponsor. Payment will be issued once the request is approved.
Requests must be submitted in OPRD’s online grant management system. Refer to the Online Grant Reimbursement and Reporting Instructions manual for how to complete and submit the online reports.

Reimbursement requests are based on actual project expenditures that align with the Sponsor’s RTP agreement, including the approved project application scope and budget.

**Adequate supporting documentation for all expenses is required to be uploaded as an attachment with each request, as applicable, including but not limited to:**

- Proof of payment, including payment for match items
- Invoices
- Donation and in-kind documentation
- Equipment purchase or rental documentation

OPRD may request additional supporting documentation in order to process a reimbursement.

This section further details the required documentation for certain expense types. Some expense types require completing forms made available on the RTP section of the OPRD website.

**PARTIAL BILLINGS:**

Partial billings are requests made before the project is completed. **Partial billing may not exceed 75% of the total grant amount until completion and closeout.** The final 25% is held as retainage and should be requested by the Sponsor in the final request.

In addition to retainage, OPRD requires that individual requests meet or exceed the required match percentage as indicated in the grant agreement. If match reported on an individual request exceeds the percentage required, it can be applied to future requests, so long as the cumulative match stays within the approved ratio.

**FISCAL YEAR-END BILLINGS:**

All grantees are required to submit a state fiscal year-end request for reimbursement for all project costs incurred up to June 30 of each state fiscal year. The state fiscal year begins July 1 and ends June 30. The due date for fiscal year-end requests varies each year and will be specified by the RTP Grant Coordinator.

A fiscal year-end request for reimbursement does not need to be submitted if:

- No project costs have been incurred by June 30, or
- The remaining grant balance is held as retainage and the project has not been completed, or
- Not enough match has been incurred to maintain the cumulative match requirement for payments to-date.
FINAL BILLING:

A final billing is made when the project scope of work is completed, all required documentation has been submitted and approved, and the project is open to the public. Submit a final Reimbursement Request in the online system.

If all grant funds have not been expended, include a memo or comment within the request that verifies the amount of funds that will remain unspent. Once a project has been closed, remaining funds are deobligated, rolled back into the program, and OPRD cannot make additional payments.

PUBLIC INFORMATION:

All information and documentation submitted to OPRD is open to public review. OPRD requires that confidential or sensitive information, including home addresses, social security numbers, and bank account numbers, be removed or redacted from documents submitted to OPRD. This includes bank account numbers on check copies.

PROOF OF PAYMENT:

RTP payments are made on a reimbursement basis. Project Sponsors must use a verifiable payment method and submit proof of payment for all project expenses with each request, including expenses submitted as match.

Proof of payment may include a ledger or transaction report generated by the Sponsor’s accounting system, a bank statement, or a cancelled check. OPRD will not reimburse for payments made in cash, as this method does not provide a verifiable audit trail. Cash payments may not be used for expenses submitted as match either.

U.S. Forest Service: Requests submitted by USFS must include a copy of the Bill for Collection, also referred to as a Dunning Notice, and the corresponding USFS Spending Detail Report. The requested amount should match the amount on the Bill for Collection.

Oregon Department of Forestry: Requests submitted by ODF must include a copy of ODF’s invoice made out to OPRD.

DOCUMENTING GOOD AND SERVICES:

For all goods and services purchased for the project, Sponsors must retain and submit a copy of the original invoice or receipt. All goods and services must be directly related to the approved scope of work.

DOCUMENTING PAYROLL (FORCE ACCOUNT):

Force account refers to the use of a Project Sponsor’s or their partner organization’s staff. Employee time directly related to the approved scope of work may be reported as a project cost or as match. The reportable amount is the employee’s regular rate of pay, including taxes and benefits. Taxes and benefits are eligible only if you pay them when they are due.
Refer to policy 2.3D for requirements around eligibility of force account expense for reimbursement or match.

All payroll related costs must be documented on a timesheet that meets the following standards. Alternative reports generated by the Sponsor’s accounting system may be considered sufficient supporting documentation.

- Reflect an after-the-fact determination of the actual activity of each employee.
- Account for the total activity for which employees are compensated.
- Be signed or authorized electronically by the individual employee or by a responsible supervisor having firsthand knowledge of the activities performed by the employee.
- Be prepared at least monthly and coincide with one or more pay periods.
- Not be budget estimates or other distributions based on a percentage before the work was performed.

Sponsors using payroll costs as match must provide supporting documentation for the wage value and of a tracking system that clearly shows those hours as grant related activity.

If payroll costs from an agency other than the Sponsor are used as match, it must be to the same documentation standards.

**DOCUMENTING TRAVEL AND TRANSPORTATION:**

If travel costs are allowable for your project, they are limited to the state per diem rates, which can be found by following this link [https://www.gsa.gov/portal/category/100120](https://www.gsa.gov/portal/category/100120). Reimbursements for travel and lodging are limited to the lower of the actual cost or the state per diem rate. You must maintain a detailed travel log, which includes a name with dates, times, locations, business purpose and itemized travel costs. Reimbursement for food is not allowed unless an exception is granted under policy 2.3C.

**DOCUMENTING CORRECTIONS LABOR:**

Corrections labor is work performed by inmates or people performing community service instead of a fine or jail time. Corrections labor is not donated labor. Actual costs for the crew to complete their work may be reimbursed or used as match. Submit a copy of the invoice along with proof of payment. See policy 2.3B for restrictions on projects within a road right-of-way.

**DOCUMENTING DONATIONS:**

Donations are third party contributions provided at no cost. The value of donated labor or donated items must be included in the project application budget. The value of donations cannot be reimbursed, cannot include items previously purchased with RTP funds, and cannot be reported on more than one grant. To be counted towards a project’s match, donations must be supported by a detailed log or third party donation statement.
Refer to the following sections for more information on documenting donations and volunteer labor.

**DOCUMENTING DONATED OR VOLUNTEER LABOR:**

Donated labor is time provided by a person without compensation. Labor donations are valued at an hourly rate of pay, excluding taxes, benefits and overtime. Refer to policy 2.3D for volunteer labor rates.

Use the **Volunteer or Donated Labor Timesheet** available on the [RTP section](#) of the OPRD website. Two versions are available for use, one for individual volunteers, and one better suited for instances when a group of volunteers performs work together.

Alternate documentation may be accepted and must include the following:

- Individual’s name
- Contact information
- Dates of service
- Worksite or location name
- Description of work performed
- Hours worked
- Individual or crew leader signature

For travel to and from the worksite, you can claim either the hourly labor donation rate or the mileage rate, **not both**. If you choose to claim mileage, donated time starts once the volunteer has arrived at the project site and begins work. Costs associated with the volunteer’s food or beverages are not eligible as match.

**DOCUMENTING DONATED MATERIALS AND SUPPLIES:**

Materials and supplies are considered donated when they are given to the project at no cost. The reported value of donated materials is the market value of the materials or supplies at the time used. To document donated materials and supplied, submit the **Donated Materials Record** form along with information to support the valuation determination.

**DOCUMENTING VENDOR DISCOUNTS:**

Normal vendor discounts and sales cannot be counted towards the match. However, discounts can be counted when provided to a Sponsor from a vendor as an amount or percentage off their retail price as a project specific donation or due to your organizational mission or affiliation. Discounts can be used as match if the following is provided:

- Invoice that clearly shows the retail process and discount provided **and/or**
- Letter from the vendor that states they have provided a discount as a donation and includes the valuation of the discount
DOCUMENTING DONATED SERVICES:

Services are considered donated when they are provided by a third-party organization at a reduced cost or free to you. Some examples include surveys, appraisals, and engineering services. You must retain a copy of the invoice and/or a letter from the organization acknowledging the donation and its value.

DOCUMENTING DONATED VEHICLE MILEAGE AND ANIMAL STOCK USE:

Mileage donated to the project is limited to the current state rate found at: http://www.gsa.gov/portal/content/100715. For travel to and from the worksite, you can claim either the hourly labor donation rate or the mileage, not both. If you choose to claim mileage, donated time starts once the volunteer has arrived at the project site and begins work. Mileage documentation must include the starting and end locations and daily mileage for each volunteer.

Stock animals, such as pack animals, are valued at no more than $100 a day for each animal.

DOCUMENTING DONATED REAL PROPERTY:

Property acquired at less than its appraised market value may be considered donated real property. To be considered as donated real property, a statement of donation from the donor must be submitted for each property acquired. An appraisal from the time of donation must be provided. If the donation occurs during the RTP grant project period (after the Notice to Proceed), then the real estate transaction must conform to the Uniform Act.

DOCUMENTING EQUIPMENT OR TOOL USE ALLOWANCE:

If you use your organization’s equipment or tools, you may be allowed to claim some of the costs as a non-reimbursable amount (match). If the lower of the purchase price or fair market value of the equipment or tool is equal to $1,000 or more, you may claim a use allowance. The use allowance is either an established rental rate or your own calculation, but that may not exceed the current rental rate for equivalent equipment or tools in the project area for the period of use.

For example, if you use a mini-excavator for 24 months and the daily rental rate is $150 (720 days x $150 = $108,000), but they have a monthly rental rate of $1,000 ($1,000 x 24 = $24,000), you must use the lower of the two rates ($24,000). To take it one step further, if the mini-excavator’s fair market value was $15,000, you would only be able to show a use allowance of $15,000 which is the lower of rental cost and fair market value.

Equipment purchased with RTP grant funding is not allowed to be claimed for equipment use allowance.

When reporting use allowance, you must track the time and date of use, location of use and identification information (make, model, serial number, description, etc.) to accompany the reimbursement request. The RTP Donated Materials or Supplies Form should be used.
5.3C  FINAL REPORT

No later than 45 days after work is completed, and no more than 45 days after the grant end date, Project Sponsors must submit a final progress report and request for reimbursement on the OPRD Grants website.

- **RTP Progress Report**: submitted in OPRD Grants and marked as final. The final report serves as notice that the Sponsor has completed the project in compliance with applicable regulations and should include:
  - Description of the work completed
  - Indication that the project is complete, accessible, and open to the public
  - Photos of the completed work
- **Final Reimbursement Request**: submitted in OPRD Grants, marked as final, and including documentation of all final expenditures and match.

OPRD grants staff reserves the right to inspect completed RTP projects. Final payments will not be made until final documentation is received and approved, and the project has been verified as complete.

5.3D  PUBLICITY

Project Sponsors must make every effort to acknowledge and publicize OPRD’s participation and assistance with the RTP project. Upon completion, signs should be placed at the project location acknowledging OPRD support. OPRD can make acknowledgement signs available upon request or Sponsors may incorporate acknowledgements onto existing or new signage at the project location.

If a public grand opening or other public event is held upon project completion, please make the RTP Grant Coordinator aware of it.

5.3E  EQUIPMENT ACQUISITION & DISPOSITION

**Acquisition**: Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit cost of $5,000 or more. If equipment is acquired with RTP funding, a completed **RTP Equipment Record Form** must be submitted. The initial record form can be submitted as an attachment to the online Reimbursement Request form once purchased, or via email to the RTP Grant Coordinator.

**Annual Reporting**: Project Sponsors that purchase equipment with RTP funds must conduct a physical inventory of the property and submit an updated **RTP Equipment Record Form** once a year, until the equipment is valued at less than $5,000 or is disposed of. Email the form to the RTP Grant Coordinator. Equipment purchased with RTP funds must be used as described in the project agreement through the equipment’s useful life and in accordance with 2 CFR 200.313.

**Insurance**: Non-federal Project Sponsors purchasing equipment with RTP funds must provide insurance as required by 2 CFR 200.310.
Disposition: For equipment valued at $5,000 or more, the Project Sponsor may not dispose of or sell the equipment without prior written approval from OPRD and FHWA. Send a request to the RTP Grant Coordinator with a description of the equipment and reason for sale or disposal. Equipment with a current fair market value of $5,000 or less may be sold or otherwise disposed of with no further obligation.

5.4 PROCUREMENT

Procurement of goods and services under RTP must follow, at a minimum, the guidelines found in Oregon procurement code (ORS 279) and federal procurement requirements for grant management (2 CFR 200.317-326). Per 2 CFR 1201.317, notwithstanding 2 CFR 200.317, subrecipients of states shall follow such policies and procedures allowed by the state when procuring property and services under a federal award.

All procurement transactions must be documented and conducted in a manner to provide, to the maximum extent possible, free and open competition. Methods of procurement depend on the estimated cost and are detailed further in policy 5.4A.

Documentation related to procurement activities must be kept on file per the retention requirements (policy 5.5) and must be made available to OPRD or FHWA upon request.

5.4A PROCUREMENT METHODS

Procurement thresholds are based on the requirements in ORS 279B. When a project sponsor's internal policy is more stringent, those requirements may take precedence.

1. Small Purchases (ORS 279B.065): For purchases or subawards for goods or services not exceeding $10,000, project sponsors may award contracts in any manner deemed practical or convenient. This includes direct selection without a competitive process so long as the price is determined reasonable. To the extent practicable, project sponsors must distribute small purchases equitably among qualified suppliers or contractors. Procurements may not be artificially divided or fragmented as to constitute a small purchase.

2. Intermediate Purchases (ORS 279B.070): For procurement for goods or services exceeding $10,000 and not exceeding $150,000, project sponsors may use an informal request for quote process. Contractor selection may be based on price as well as other considerations documented in the request for quote, such as experience, expertise, product functionality, suitability for a particular purpose, and contractor responsibility. Project sponsors should directly solicit a minimum of three bids and/or publicize their request in an effective manner to solicit the type of goods of services requested.

3. Competitive Sealed Bids or Proposals: Procurement for contracts exceeding $150,000 may follow one of the following methods:
a. **Competitive Sealed Bids (ORS 279B.055):** The project sponsor must award contracts by using a formal invitation to bid process if the sponsor is basing contractor selection on lowest cost bid. Sponsors must give public notice of the solicitation.

b. **Competitive Sealed Proposals (ORS 279B.060):** The project sponsor must award contracts by using a formal request for proposal (RFP) if the sponsor is basing contractor selection on criteria in addition to cost or wants the ability to negotiate terms and conditions with the selected contractor. These options are not allowed under the competitive sealed bidding process. Sponsors must give public notice of the solicitation.

## 5.4B SOLE SOURCING OF QUALIFIED YOUTH CORPS

FHWA encourages RTP sponsors to enter into contracts or agreements with qualified youth service or conservation corps to perform work on recreational trail projects. Federal requirements exempt contracts and agreements with qualified youth corps from federal contracting requirements. This means that project sponsors may sole-source contracts and agreements with these youth corps.

A list of these qualified youth service and conservation corps can be found here: [http://www.corpsnetwork.org/impact/corps-by-state](http://www.corpsnetwork.org/impact/corps-by-state)

**Note:** Criterion #3 of Section 4 indicates that applicants may be awarded points for utilizing youth corps or youth crews in an RTP project. While points may be awarded by the RTP Advisory Committee for using groups not identified on the Corps Network website, sole-sourcing is only authorized for groups listed on the Corps Network website.

## 5.5 RETENTION REQUIREMENTS

RTP grant recipients are subject to state and federal audit of their RTP project file. Sponsors must retain and keep accessible all books, documents, papers, and records that are directly related to the RTP project for a minimum of six years following the close of the program agreement. These documents include but are not limited to:

- Invoices and receipts
- Timesheets
- Copies of payments
- Copies of internal transactions
- Travel and mileage logs
- Records pertaining to a use allowance for sponsor-owned equipment
- Procurement documentation
- Donation logs and statements
- All books, records, documents, data, and other materials relevant to the grant agreement.
The records must support all project-related costs reported to OPRD and be made available upon request. If any litigation, claim or audit is started before the end of the 6 years, you must keep the records until all litigation, claims or audit findings involving the records have been resolved and final action is taken.

The federal government has different audit procedures for non-federal entities depending on when their fiscal year of funding was received.

5.6 **RTP RULES AND REGULATIONS**

**Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation 23 USC 206 and ORS 390.980 which makes funds available for the purposes of the Oregon Recreation Trails System Act. Key regulations applicable to RTP include but are not limited to:

- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR 1201
- [FHWA Recreational Trails Program Interim Guidance](#)
- 23 U.S.C. 206 Recreational Trails Program
- 23 U.S.C. 104 (h), Recreational Trails Program Apportionments
- 23 U.S.C. 106, Project Approval and Oversight
- 23 CFR 1.36, Compliance with other Federal Laws and Regulations
- 23 CFR 771, Environmental Requirements
- 23 CFR 635.410 Buy America
- 49 CFR 29, Suspension and Debarment
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 23 U.S.C. 114, Convict Labor
- 23 U.S.C. Prevailing Wage Rate (Davis Bacon Act)
### REGIONAL NON-MOTORIZED TRAIL ISSUES

#### Region 1 (Clatsop, Tillamook, and Lincoln Counties)

<table>
<thead>
<tr>
<th>Within Urban Growth Boundaries</th>
<th>Dispersed Settings</th>
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<td>Increased access for non-motorized boating</td>
<td>Increased access for non-motorized boating</td>
</tr>
<tr>
<td>Lack of funding for non-motorized boating facilities</td>
<td>Lack of water accessible campsites</td>
</tr>
<tr>
<td>Improved water conditions (quality, obstructions, rapids, currents, low levels, floating debris)</td>
<td>More parking</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region 3 (Yamhill, Polk, Benton, Marion, and Linn Counties)</th>
<th>Region 9 (Klamath and Lake Counties)</th>
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<tr>
<td>Lack of funding for non-motorized boating facilities</td>
<td>Lack of water accessible campsites</td>
</tr>
<tr>
<td>More parking</td>
<td>More parking</td>
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</tr>
<tr>
<td>Lack of funding for non-motorized boating facilities</td>
<td>More consistent water flows and/ or dam releases</td>
</tr>
<tr>
<td>Lack of law enforcement</td>
<td>Lack of funding for non-motorized boater facilities</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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</tr>
<tr>
<td>Increased access for non-motorized boating</td>
<td>Increased access for non-motorized boating</td>
</tr>
<tr>
<td>More restrooms</td>
<td>Lack of non-motorized boating maps/ information</td>
</tr>
<tr>
<td>Lack of funding for non-motorized boating facilities</td>
<td>More restrooms</td>
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</tbody>
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<tr>
<td>Increased access for non-motorized boating</td>
<td>Increased access for non-motorized boating</td>
</tr>
<tr>
<td>More trash receptacles</td>
<td>Lack of non-motorized boating maps/ information</td>
</tr>
<tr>
<td>Lack of non-motorized boating maps/ information</td>
<td>More restrooms</td>
</tr>
</tbody>
</table>
## REGIONAL OHV TRAIL ISSUES

<table>
<thead>
<tr>
<th>Region 1 (Clatsop, Tillamook, and Lincoln Counties)</th>
<th>Region 8 (Jefferson, Deschutes, Crook, and Wheeler Counties)</th>
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<tbody>
<tr>
<td><strong>OHV trail issues</strong></td>
<td><strong>OHV trail issues</strong></td>
</tr>
<tr>
<td>Closure of trails</td>
<td>Closure of trails</td>
</tr>
<tr>
<td>Closure of unimproved backcountry roads</td>
<td>Closure of unimproved backcountry roads</td>
</tr>
<tr>
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<td>Litter/ dumping</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Region 2 (Columbia, Washington, Clackamas, Multnomah, and Hood River Counties)</th>
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<td><strong>OHV trail issues</strong></td>
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<tr>
<td>Riding in closed areas</td>
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<td>Litter/ dumping</td>
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<td>Closure of unimproved backcountry roads</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Region 6 (Non-Coastal Douglas, Josephine, and Jackson Counties)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OHV trail issues</strong></td>
<td>Vandalism</td>
</tr>
<tr>
<td>Closure of trails</td>
<td>Too little law enforcement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trails Planning Region 7 (Wasco, Sherman, Gilliam, Morrow, and Umatilla Counties)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OHV trail issues</strong></td>
<td>Litter/ dumping</td>
</tr>
<tr>
<td>Litter/ dumping</td>
<td>Closure of unimproved backcountry roads</td>
</tr>
<tr>
<td>Closure of trails</td>
<td>Closure of trails</td>
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</tbody>
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Appendix A Page 3
<table>
<thead>
<tr>
<th>Region 1 (Clatsop, Tillamook, and Lincoln Counties)</th>
<th>Region 7 (Wasco, Sherman, Gilliam, Morrow, and Umatilla Counties)</th>
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</thead>
<tbody>
<tr>
<td><strong>Snowmobile trail issues</strong></td>
<td><strong>Snowmobile trail issues</strong></td>
</tr>
<tr>
<td>No snowmobile trails in region</td>
<td>Closure of snowmobile trails/ riding areas</td>
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<tr>
<td>Closure of snowmobile trails/ riding areas</td>
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</tr>
<tr>
<td>ATVs on snowmobile trails</td>
<td>Riding in closed areas</td>
</tr>
<tr>
<td>Irresponsible/ dangerous/ reckless riding</td>
<td>Natural resource damage</td>
</tr>
</tbody>
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<td>ATVs on snowmobile trails</td>
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## REGIONAL NON-MOTORIZED TRAIL NEEDS

### Region 1 (Clatsop, Tillamook, and Lincoln Counties)

<table>
<thead>
<tr>
<th>Within Urban Growth Boundaries</th>
<th>Dispersed Settings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connecting trails into larger trail systems</td>
<td>Connecting trails into larger trail systems</td>
</tr>
<tr>
<td>Protection of natural features, including wildlife habitat</td>
<td>Protection of natural features, including wildlife habitat</td>
</tr>
<tr>
<td>Repair major trail damage</td>
<td>Repair major trail damage</td>
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</tbody>
</table>

### Region 2 (Columbia, Washington, Clackamas, Multnomah, and Hood River Counties)

<table>
<thead>
<tr>
<th>Within Urban Growth Boundaries</th>
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<tbody>
<tr>
<td>Connecting trails into larger trail systems</td>
<td>More trails</td>
</tr>
<tr>
<td>Repair of major trail damage</td>
<td>Repair of major trail damage</td>
</tr>
<tr>
<td>Protection of natural features, including wildlife habitat</td>
<td>Connecting trails into larger trail systems</td>
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</table>

### Region 4 (Non-coastal Lane County)

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<tr>
<td>More trail maps/ trail information</td>
<td>More trails</td>
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</tr>
<tr>
<td>Protection of natural features, including wildlife habitat</td>
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### Region 7 (Wasco, Sherman, Gilliam, Morrow, and Umatilla Counties)

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<tr>
<td>More trail maps/ trail information</td>
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<tr>
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</tr>
<tr>
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<td>More trails</td>
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<td>More trail maps/ trail information</td>
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</table>
### REGIONAL WATER TRAIL NEEDS

#### Region 1 (Clatsop, Tillamook, and Lincoln Counties)

<table>
<thead>
<tr>
<th>Water Trail Funding Priorities</th>
<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>Salmon River</td>
<td>R5 Nehalem River</td>
</tr>
<tr>
<td>Information available online</td>
<td>R5 Nehalem River</td>
<td>R17 Siletz River (Mainstem from confluence of North and South Forks to Siletz Bay)</td>
</tr>
<tr>
<td>Map of routes</td>
<td>B6 Siletz Bay</td>
<td></td>
</tr>
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#### Region 2 (Columbia, Washington, Clackamas, Multnomah, and Hood River Counties)

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<th>Top Water Trail Nominations</th>
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<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R49 Tualatin River</td>
<td>R60 White River</td>
</tr>
<tr>
<td>Non-motorized boat launch facilities</td>
<td>R50 Clackamas River (River Mill Dam to Willamette River confluence)</td>
<td>R58 Sandy River (Source to confluence with Bull Run River)</td>
</tr>
<tr>
<td>Parking for cars without trailers</td>
<td>R5 Nehalem River</td>
<td>R5 Nehalem River</td>
</tr>
<tr>
<td></td>
<td>R49 Tualatin River</td>
<td>R125 Willamette River (Canby to Sam Daws Bend, near Peoria)</td>
</tr>
</tbody>
</table>

#### Region 3 (Yamhill, Polk, Benton, Marion, and Linn Counties)

<table>
<thead>
<tr>
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<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R63 Yamhill River</td>
<td>R66 North Santiam River (Pending dam status review)</td>
</tr>
<tr>
<td>Non-motorized boat launch facilities</td>
<td>R66 North Santiam River</td>
<td>R126 Willamette River (Sam Daws Bend, near Peoria, to Mid Fork Junction)</td>
</tr>
<tr>
<td>Parking for cars without trailers</td>
<td>R68 South Santiam River</td>
<td>R69 Middle Santiam River</td>
</tr>
<tr>
<td></td>
<td>R17 Siletz River (Mainstem from confluence of North and South Forks to Siletz Bay)</td>
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</tr>
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#### Region 4 (Non-coastal Lane County)

<table>
<thead>
<tr>
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<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R70 McKenzie River</td>
<td>R70 McKenzie River (Paradise South)</td>
</tr>
<tr>
<td>Non-motorized boat launch facilities</td>
<td>L58 Waldo Lake</td>
<td>R126 Willamette River (Sam Daws Bend, near Peoria, to Mid Fork Junction)</td>
</tr>
<tr>
<td>Restrooms</td>
<td>R81 North Middle Fork Willamette River</td>
<td>R79 Coast Fork Willamette River</td>
</tr>
</tbody>
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#### Region 5 (Coastal Lane, Coastal Douglas, Coos, and Curry Counties)

<table>
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<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R45 &amp; R46 Chetco River (from Boulder Creek to the mouth at Pacific Ocean)</td>
<td>R27 Umpqua River (Mainstem from confluence of North and South Fork to the Pacific Ocean)</td>
</tr>
<tr>
<td>Designated water trails with signs</td>
<td>B10 Coos Bay</td>
<td>R28 Smith River</td>
</tr>
<tr>
<td>Information available online</td>
<td>R27 Umpqua River (mainstem from confluence of North and South Fork to mouth at Pacific Ocean)</td>
<td></td>
</tr>
<tr>
<td>Region 6 (Non-Coastal Douglas, Josephine, and Jackson Counties)</td>
<td>Water Trail Funding Priorities</td>
<td>Top Water Trail Nominations</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Water Trail Funding Priorities</td>
<td>Public access to the water (developed or undeveloped)</td>
<td>R84 North Umpqua River</td>
</tr>
<tr>
<td></td>
<td>Non-motorized boat launch facilities</td>
<td>R27 Umpqua River (from confluence of North and South Forks to mouth at Pacific Ocean)</td>
</tr>
<tr>
<td></td>
<td>Restrooms</td>
<td>R43 Illinois River (Deer Creek to Agness near confluence with Rogue River)</td>
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</tbody>
</table>

<table>
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<tr>
<th>Region 7 (Wasco, Sherman, Gilliam, Morrow, and Umatilla Counties)</th>
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<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R102 Umatilla River</td>
<td>R60 White River</td>
<td></td>
</tr>
<tr>
<td>Areas without motorized boats</td>
<td>R103 North Fork John Day River</td>
<td>R102 Umatilla River (Source to McKay)</td>
<td></td>
</tr>
<tr>
<td>Information available online</td>
<td>R60 White River</td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Region 8 (Jefferson, Deschutes, Crook, and Wheeler Counties)</th>
<th>Water Trail Funding Priorities</th>
<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R98 Crooked River</td>
<td>R98 Crooked River</td>
<td></td>
</tr>
<tr>
<td>Information available online</td>
<td>R97 Metolius River</td>
<td></td>
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<tr>
<td>Parking for cars without trailers</td>
<td>L91 Hosmer Lake</td>
<td></td>
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<thead>
<tr>
<th>Region 9 (Klamath and Lake Counties)</th>
<th>Water Trail Funding Priorities</th>
<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
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<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R94 Williamson River</td>
<td>R94 Williamson River</td>
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</tr>
<tr>
<td>Non-motorized boat launch facilities</td>
<td>Wood River</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Map of routes</td>
<td>L109 Upper Klamath Lake</td>
<td></td>
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<thead>
<tr>
<th>Region 10 (Grant, Baker, Union, and Wallowa Counties)</th>
<th>Water Trail Funding Priorities</th>
<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R110 Grande Ronde River (Confluence with the Wallowa River to WA state line, near Troy)</td>
<td>R100 John Day River (Picture Cr. To Service Cr.)</td>
<td></td>
</tr>
<tr>
<td>Areas without motorized boats</td>
<td>R114 Wallowa River (Minam to confluence with the Grande Ronde River)</td>
<td>R115 Imnaha River</td>
<td></td>
</tr>
<tr>
<td>Designated water trails with signs</td>
<td>R100 John Day River (Source to Service Creek)</td>
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<table>
<thead>
<tr>
<th>Water Trails Planning Region 11 (Harney and Malheur Counties)</th>
<th>Water Trail Funding Priorities</th>
<th>Top Water Trail Nominations</th>
<th>Potential Scenic Waterway Additions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public access to the water (developed or undeveloped)</td>
<td>R120 Snake River (Owyhee Dam to state line)</td>
<td>R121 Owyhee River (Owyhee Dam to Snake River)</td>
<td></td>
</tr>
<tr>
<td>Non-motorized boat launch facilities</td>
<td>R122 Owyhee River (Lake Owyhee to Rome, near Hwy 95)</td>
<td></td>
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</tr>
<tr>
<td>Information available online</td>
<td>R118 Lake Owyhee</td>
<td></td>
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</table>
## REGIONAL OHV TRAIL NEEDS

<table>
<thead>
<tr>
<th>Region 1 (Clatsop, Tillamook, and Lincoln Counties)</th>
<th>Region 6 (Non-Coastal Douglas, Josephine, and Jackson Counties)</th>
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<tbody>
<tr>
<td><strong>OHV funding priorities</strong></td>
<td><strong>OHV funding priorities</strong></td>
</tr>
<tr>
<td>More single-track off-road motorcycle trails</td>
<td>More trails for 4x4s (Class I)</td>
</tr>
<tr>
<td>(Class III)</td>
<td>More trails for 4x4s (Class II)</td>
</tr>
<tr>
<td>Maintaining existing trails in good/sustainable</td>
<td>More enforcement of existing rules/regulations in trail</td>
</tr>
<tr>
<td>condition</td>
<td>areas</td>
</tr>
<tr>
<td>Reduce natural resource damage near trails</td>
<td>Maintaining existing trails in good/sustainable condition</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Region 2 (Columbia, Washington, Clackamas, Multnomah, and Hood River Counties)</th>
<th>Region 7 (Wasco, Sherman, Gilliam, Morrow, and Umatilla Counties)</th>
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<tbody>
<tr>
<td><strong>OHV funding priorities</strong></td>
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<tr>
<td>More single-track off-road motorcycle trails (Class III)</td>
<td>Reduce natural resource damage near trails</td>
</tr>
<tr>
<td>Trail maps/ information</td>
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<thead>
<tr>
<th>Region 3 (Yamhill, Polk, Benton, Marion, and Linn Counties)</th>
<th>Region 8 (Jefferson, Deschutes, Crook, and Wheeler Counties)</th>
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<td>Maintaining existing trails in good/sustainable condition</td>
<td>More single-track off-road motorcycle trails (Class III)</td>
</tr>
<tr>
<td>Trail maps/ information</td>
<td>Prioritize long-distance trails (over 100 miles)</td>
</tr>
<tr>
<td>Reduce natural resource damage near trails</td>
<td>More cross-country travel areas</td>
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<thead>
<tr>
<th>Region 4 (Non-coastal Lane County)</th>
<th>Region 9 (Klamath and Lake Counties)</th>
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<tr>
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<td>More cross-country travel areas</td>
</tr>
<tr>
<td>More single-track off-road motorcycle trails (Class III)</td>
<td>More trails for quads (Class I)</td>
</tr>
<tr>
<td>More trails for quads (Class I)</td>
<td>More trails for 4x4s (Class II)</td>
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<table>
<thead>
<tr>
<th>Region 5 (Coastal Lane, Coastal Douglas, Coos, and Curry Counties)</th>
<th>Region 10 (Grant, Baker, Union, and Wallowa Counties)</th>
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<tbody>
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<td><strong>OHV funding priorities</strong></td>
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<td>Snowmobile Trails Planning Region 1 (Clatsop, Tillamook, and Lincoln Counties)</td>
<td>Snowmobile Trails Planning Region 7 (Wasco, Sherman, Gilliam, Morrow, and Umatilla Counties)</td>
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<tr>
<td><strong>Snowmobile trail funding priorities</strong></td>
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</tr>
<tr>
<td>No snowmobile trails in region</td>
<td>More parking/ sno-parks in the area</td>
</tr>
<tr>
<td><strong>Snowmobile Trails Planning Region 2 (Columbia, Washington, Clackamas, Multnomah, and Hood River Counties)</strong></td>
<td>More safety/ reduce hazards</td>
</tr>
<tr>
<td><strong>Snowmobile trail funding priorities</strong></td>
<td>Expand existing trail system</td>
</tr>
<tr>
<td>Expand existing trail system</td>
<td>More back-country off-trail riding</td>
</tr>
<tr>
<td>More trail grooming/ trail rehabilitation</td>
<td>Expand existing trail system</td>
</tr>
<tr>
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<td><strong>Snowmobile trail funding priorities</strong></td>
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<tr>
<td><strong>Snowmobile trail funding priorities</strong></td>
<td>More signs along trails</td>
</tr>
<tr>
<td>Expand existing trail system</td>
<td>More trail maps/ information</td>
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<td>More trail grooming/ trail rehabilitation</td>
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<td><strong>Snowmobile trail funding priorities</strong></td>
</tr>
<tr>
<td><strong>Snowmobile Trails Planning Region 4 (Non-coastal Lane County)</strong></td>
<td>More back-country off-trail riding</td>
</tr>
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<td><strong>Snowmobile trail funding priorities</strong></td>
<td>Expand existing trail system</td>
</tr>
<tr>
<td>More enforcement of existing rules/regulations in trail areas</td>
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(The rating team will determine a value from 0 to 30 points based on the information provided by the applicant.)
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

The contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Appendix C Page 1
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, with attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are...
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

   a. All laborers and mechanics employed or working upon the site of the work will be paid wages equal to and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (ii) The classification is utilized in the area by the construction industry; and

   (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(ii), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wp347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency. (2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(i) of Regulations, 29 CFR part 5. The appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring lease employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformance with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier covered transactions, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

   b. 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
THIS AGREEMENT (“Agreement”) is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as “OPRD” or the “State” and the GRANTEE NAME, hereinafter referred to as the “Grantee”.

OPRD Grant Number: RT##-0##

Project Title: PROJECT TITLE

Project Description: [Brief Project Description]. The Project is further described in the Application included as Attachment B.

Grant Funds / Maximum Reimbursement: $000.00 (00.00%)

Grantee Match Participation: $000.00 (00.00%)

Total Project Cost: $000.00

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD’s online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. The request must also include documentation for all match expenses, as eligible under the rules, policies, and guidelines for the Recreational Trails Program, which may be found at www.oregon.gov/oprd/grants/pages/trails_more.aspx. Grantee may request reimbursement as often as monthly for costs accrued to date. Once the first payment is made, Grantee must request reimbursement at least every six months.

State Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by August 15th of each year, 45 days after June 30.

Reimbursement Terms: The total project cost is estimated at $000.00. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed $000.00 or 00.00 percent of the total eligible project costs, whichever is less, for eligible costs. Grantee shall accept the Grant Funds and provide Match Funds for the Project in an amount not less than 00.00 percent of the total eligible Project Costs. The reimbursement and match percentage rates apply to each individual request for reimbursement.

Progress Reports: After OPRD issues the Notice to Proceed, Grantee shall report to OPRD regarding the status and progress of the project on a quarterly basis, as follows:

For the period beginning January 1, ending March 31: report is due April 30
For the period beginning April 1, ending June 30: report is due July 31
For the period beginning July 1, ending September 30: report is due October 31
For the period beginning October 1, ending December 31: report is due January 31

Progress Reports shall be submitted using OPRD’s online grant management system accessible at oprdgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties unless noted otherwise on the Notice to Proceed letter. Unless otherwise terminated or extended, the Project shall be completed by [DATE]. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. No grant funds shall be available for any expenditures after the Project Completion Date.

Retention: OPRD shall disburse up to 75 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon
approval by OPRD of the completed Project and Final Report.

**Final Report:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

**Publicity:** Grantee shall make every effort to acknowledge and publicize OPRD’s participation and assistance with the Project. Grantee agrees to place a sign(s) at the Project location acknowledging program support. Grantee also agrees to maintain the signs throughout the useful life of the Project.

**Agreement Documents:** Included as part of this Agreement are:
- Attachment A: Standard Terms and Conditions
- Attachment B: Project Application including Description and Budget
- Attachment C: Form FHWA-1273
- Attachment D: Federal Requirements
- Attachment E: Insurance Requirements
- Attachment F: Inadvertent Discovery Plan for Cultural Resources

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment D, Attachment C, Attachment E, Attachment F, Attachment B.

**Contractor or Sub-Recipient Determination:** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OPRD’s determination is that:

[X] Recipient is a sub-recipient; OR [ ] Recipient is a contractor

**Federal Award Identification information required by 2 CFR 200.331(a)(1):**

(i) Subrecipient Name: [PLACEHOLDER]
(ii) Subrecipient DUNS Number: [PLACEHOLDER]
(iii) Federal Award Identification Number (FAIN): 41RT##0##
(iv) Federal Award Date: [DATE]
(v) Sub-Award Period of Performance Start and End Date: Date of execution – [END DATE]
(vi) Total Amount of Federal Funds Obligated by this Agreement: [PLACEHOLDER]
(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: [PLACEHOLDER]
(viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: [PLACEHOLDER]
(ix) Federal Award Project Description: [Brief Project Description]
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
   a. Name of Federal awarding agency: U.S. Department of Transportation Federal Highway Administration
   b. Name of pass-through entity: Oregon Parks and Recreation Department
   c. Contact information for awarding official of the pass-through entity: Lisa Sumption, Director, (503)986-0660
(xi) CFDA Number and Name: 20.219, Recreational Trails Program
(xii) Is Award Research and Development (R&D): No
(xiii) Indirect cost rate for the Federal Award: 0%

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:
THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

GRANTEE

By:____________________________________
Signature

Printed Name

Title

Date

STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.

By:____________________________________
Daniel Killam, Deputy Director of Administration

Date

APPROVAL RECOMMENDED

By:____________________________________
Michele Scalise, Manager, Grants & Community Programs

Date

Oregon Department of Justice (ODOJ) approved
for legal sufficiency for grants exceeding $150,000:

By:____________________________________
ODOJ Signature or Authorization

Printed Name/Title

Date

By:____________________________________
Jodi Bellefeuille, RTP Grant Coordinator

Date
1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, Title 23 U.S.C Section 206, Federal Highway Administration (FHWA) Recreational Trails Program Guidance, FHWA Form-1273 (Attachment C), Oregon’s Recreational Trails Program Manual, 2 CFR Part 200, and federal, state, and local program guidelines.

2. **Insurance; and Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker’s Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than $500,000 must be included. Grantee shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the insurance requirements provided in Attachment E.

3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.

4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved. The Grantee agrees to allow OPRD, Oregon Secretary of State auditors, the United States Department of Transportation, the Federal Highway Administration and any of their duly authorized representatives access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.

5. **Equipment:** Equipment is defined as tangible personal property having a useful life of more than one year and per-unit acquisition cost of $5,000 or more. Equipment purchased with Recreational Trails Program Grant funds must be used as described in the Project Agreement and Application throughout the Equipment’s useful life and in accordance with 2 CFR 200.313. The Grantee will maintain Equipment records in compliance with 2 CFR 200.313(d)(1). Within 90 days of purchase the Equipment records must be submitted to OPRD using the “RTP Equipment Record Form”, available on the OPRD website. The Grantee will take physical inventory of the Equipment at least every two years and submit the updated Equipment records to OPRD until the Equipment value is below $5,000 or the Equipment is disposed of. The Grantee will not sell or dispose of the Equipment without prior approval from OPRD and the Federal Highway Administration. This section shall survive termination or expiration of this Agreement.

6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written preapproval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years
after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

7. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

8. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.

9. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents,
employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

10. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee’s compliance with the terms of this Agreement.

11. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.

12. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.

13. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party’s contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.

14. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

16. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective.
against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

17. **Counterparts**: This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

18. **Severability**: If any term or provision of this agreement 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 Agreement did not contain the particular term or provision held to be invalid.
Placeholder

Grant Agreement Attachment B

Copy of grant application as submitted and approved on https://oprudgrants.org
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under...
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor’s obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor’s control, where the facilities are segregated. The term “facilities” includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.9 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work will be paid at least the prevailing rate and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.9(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
The wages of any laborer or mechanic include the amount of 
deductions made and actual wages paid. Whenever the 
Davis-Bacon Act), daily and weekly number of hours worked, 
applied standards of the Davis-Bacon Act have 
been met. The Secretary of Labor may require the contractor 
to set aside in a separate account assets for the meeting of 
obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon 
written request of an authorized representative of the 
Department of Labor, withhold or cause to be withheld from 
the contractor under this contract, or any other Federal- 
assisted contract subject to Davis-Bacon prevailing wage 
requirements, which is held by the same prime contractor, so 
that the applicable standards of the Davis-Bacon Act have 
been met. The Secretary of Labor may require the contractor 
to set aside in a separate account assets for the meeting of 
obligations under the plan or program.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be 
maintained by the contractor during the course of the work and 
for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records 
shall contain the name, address, and social security number of 
each such worker, his or her correct classification, hourly rates 
of wages paid (including rates of contributions or costs 
anticipated for bona fide fringe benefits or cash equivalents 
thereof of the types described in section 1(b)(2)(B) of the 
Davis-Bacon Act), daily and weekly number of hours worked, 
deductions made and actual wages paid. Whenever the 
Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that 
the wages of any laborer or mechanic include the amount of 
y any costs reasonably anticipated in providing benefits under a 
plan or program described in section 1(b)(2)(B) of the Davis-
Bacon Act, the contractor shall maintain records which show 
that the commitment to provide such benefits is enforceable, 
that the plan or program is financially responsible, and that the 
plan or program has been communicated in writing to the 
laborers or mechanics affected, and records which show the 
costs anticipated or the actual cost incurred in providing such 
benefits. Contractors employing apprentices or trainees under 
approved programs shall maintain written evidence of the 
registration of apprenticeship programs and certification of 
trainee programs, the registration of the apprentices and 
trainees, and the ratios and wage rates prescribed in the 
applicable programs.

b. (1) The contractor shall submit weekly for each week in 
in which any contract work is performed a copy of all payrolls to 
the contracting agency. The payrolls submitted shall set out 
accurately and completely all of the information required to be 
prepared under 29 CFR 5.5(a)(3)(i), except that full social 
security numbers and home addresses shall not be included 
on weekly transmittals. Instead the payrolls shall only need to 
include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be 
submitted in any form desired. Optional Form WH–347 is 
available for this purpose from the Wage and Hour Division 
or its successor site. The prime contractor is responsible for 
the submission of copies of payrolls by all subcontractors. 
Contractors and subcontractors shall maintain the full social 
security number and current address of each covered worker, 
and shall provide them upon request to the contracting agency 
for transmission to the State DOT, the FHWA or the Wage and 
Hour Division of the Department of Labor for purposes of an 
investigation or audit of compliance with prevailing wage 
requirements. It is not a violation of this section for a prime 
contractor to require a subcontractor to provide addresses and 
social security numbers to the prime contractor for its own 
records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a 
“Statement of Compliance,” signed by the contractor or 
subcontractor or his or her agent who pays or supervises the 
payment of the persons employed under the contract and shall 
certify the following:

(i) That the payroll for the payroll period contains the 
information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is 
being maintained under §5.5 (a)(3)(i) of Regulations, 29 
CFR part 5, and that such information is correct and 
complete;

(ii) That each laborer or mechanic (including each 
helper, apprentice, and trainee) employed on the contract 
during the payroll period has been paid the full weekly 
wages earned, without rebate, either directly or indirectly, 
and that no deductions have been made either directly or 
indirectly from the full wages earned, other than 
permissible deductions as set forth in Regulations, 29 CFR 
part 3;

(iii) That each laborer or mechanic has been paid not 
less than the applicable wage rates and fringe benefits or 
cash equivalents for the classification of work performed, 
as specified in the applicable wage determination 
incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognizes by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.
VI. SUBLetting OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term includes payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      1. The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      2. The prime contractor remains responsible for the quality of the work of the leased employees;
      3. The prime contractor retains all power to accept or exclude individual employees from work on the project; and
      4. The prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:
“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both.”

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier contracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

   b. 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
ATTACHMENT D

Federal Requirements

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation 23 USC 206 and ORS 390.980 which makes funds available for the purposes of the Oregon Recreation Trails System Act. Without limiting the generality of the preceding sentence, Grantee shall, in its performance of its obligations under this Agreement and implementation of the Project, comply with the following laws and regulations:
   - 23 U.S.C. 206 Recreational Trails Program
   - 23 U.S.C. 104 (h), Recreational Trails Program Apportionments
   - 23 U.S.C. 106, Project Approval and Oversight
   - 23 U.S.C. 114, Convict Labor
   - 40 U.S.C 3141-3148, The Davis-Bacon & Related Acts
   - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
   - 2 CFR 1201
   - 23 CFR 1.36, Compliance with other Federal Laws and Regulations
   - 23 CFR 771, Environmental Requirements
   - 23 CFR 635.410 Buy America, as further described below
   - 41 U.S.C. § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

2. **Required Contract Provisions for Federal-Aid Construction Contracts:** Form FHWA-1273 must be physically incorporated in each construction contract funded with Grant Funds provided under this Agreement. The contractor (or subcontractor) must insert Form FHWA-1273 in each subcontract and further require its inclusion in all lower tier subcontracts. See Attachment C: Form FHWA-1273.

3. **Buy America:** 23 CFR 635.410 is applicable to steel, iron and manufactured goods used in a “federal-aid highway construction project” including the Project funded under this Agreement. Based on the definitions of “construction” in 23 U.S.C. 101 and “project”, the Buy America provisions apply to steel and iron permanently incorporated in a project funded by RTP when the total value of these materials exceeds $2,500. . A certificate of origination and manufacture location of the steel or iron is required to be obtained and retained with the Grantee’s grant records.

4. **Audit Clause:** Subrecipients receiving federal awards in excess of $750,000 in the Subrecipient’s fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall at Subrecipient’s own expense submit to Agency a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to Agency the annual audit of any subrecipient(s),
contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.

5. **Debarment and Suspension.** Recipient certifies that it is not listed, and shall not permit any person or entity to be a subcontractor if the person or entity is listed, on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
ATTACHMENT E

Insurance Requirements

GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Parks and Recreation Department (“OPRD”). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a contract in which the Grantee is a party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than $500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.
Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:
Bodily Injury, Death and Property Damage:
$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts:
Bodily Injury, Death and Property Damage:
$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**“TAIL” COVERAGE.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, either “tail” coverage or continuous “claims made” liability coverage must be maintained, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of: (i) the contractor’s completion and Grantee’s acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days’ written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.
ATTACHMENT F

Inadvertent Discovery Plan for Cultural Resources

The Inadvertent Discovery Plan (IDP) should be followed if cultural materials including human remains are encountered during construction.

Protocol for coordination in the event of inadvertent discovery:

☐ In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.

☐ The area will be secured and protected.

☐ The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.

   Oregon State Police: Chris Allori 503-731-4717
   CIS: Karen Quigley 503-986-1067
   Appropriate Tribes: As designated by CIS
   SHPO: Dennis Griffin 503-986-0674, John Pouley 503-986-0675, or Matt Diederich 503-986-0577.

☐ No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.

☐ If human remains are encountered, do not disturb them in any way. Do not call 911. Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.

☐ A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.

☐ Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

When to stop work:

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

Work must stop when the following types of artifacts and/or features are encountered:
Native American artifacts may include (but are not limited to):

- Flaked stone tools (arrowheads, knives scrapers etc.);
- Waste flakes that resulted from the construction of flaked stone tools;
- Ground stone tools like mortars and pestles;
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell;
- Human remains;
- Structural remains- wooden beams, post holes, fish weirs.

Euro-American artifacts may include (but are not limited to):

- Glass (from bottles, vessels, windows etc.);
- Ceramic (from dinnerware, vessels etc.);
- Metal (nails, drink/food cans, tobacco tins, industrial parts etc.);
- Building materials (bricks, shingles etc.);
- Building remains (foundations, architectural components etc.);
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water);
- Remains of ships or sea-going vessels, marine hardware etc.;
- Old farm equipment may indicate historic resources in the area.
- Even what looks to be old garbage could very well be an important archaeological resource;

When in doubt, call it in!

Proceeding with Construction

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.

- After an inadvertent discovery, some areas may be specified for close monitoring or ‘no work zones.’
  Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.