

AGENDA

Thursday, April 1, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-16

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID Updates**

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Resolution #1953 under the Housing Authority 2021 Annual Plan. \$16,077,000 for section 8 vouchers, \$1,890,000 in public housing funds and \$1,382,947 in Capital Grant Program funds. No general funds are involved.

II. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Proclamation to Make April 2021 Grange Month – *County Administration*

III. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. First Reading of Ordinance No. _____ Amending Chapter 10.03, Determination of Waste Management Fees

IV. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

County Counsel

1. Board Order No. _____ on a Request for Use of Either a Utility Vehicle or All-Terrain Vehicle on Public Roads as an Accommodation Pursuant to the Americans with Disabilities Act, and Safety Concerns.

V. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of an IGA Amendment #1 with University of Wyoming, Wyoming Survey and Analysis Center. Amendment adds \$21,500 for the maximum value of \$216,500. No general funds are involved. – *CFCC*
2. Approval of Amendment No. 2 to the Cooperation Agreement with the Corvallis Neighborhood Housing Services Incorporated, dba DevNW and Community Development Division to provide additional Community Development Block Grant funds for Sanitary Sewer System Development Charges for Housing Project. This amendment would add \$80,000 for a total value of \$300,000 funded through the U.S. Department of Housing and Urban Development Community Development Block Grant. – *Community Development*
3. Approval for amendment #1 to an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission (CJC) for Mental Health Court (MHC) services. Grant in the amount of \$43,002.24, no matching funds and no general funds are involved. – *Health Centers*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to the Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project. Total cost estimated at \$770,365 with funding through Ferry Boat Discretionary Program (71.3%) and Road Fund Match (28.7%). No general fund
2. Approval of a Contract with Lyda Excavating Inc. for the D-Street Improvements Project. Contract value of \$3,459,488.50 which is budgeted in Development Agency Budget Project Fund #30316. – *Procurement*

C. Business & Community Services

1. Approval of Amendment # 2 between Business and Community Services and Opsis Architecture LLP for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library Design and Permitting Services

VI. CONSENT AGENDA NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)

1. Approval of Amendment # 2 between Business and Community Services and Opsis Architecture LLP for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library Design and Permitting Services

VII. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

April 1, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Resolution #1953: Housing Authority Annual Plan 2021-2022

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's (HACC) Annual Plan.
Dollar Amount and Fiscal Impact	\$16,077,000 for Section 8 Voucher funds, \$1,890,000 in Public Housing funds and \$1,382,947 in Capital Grants Program funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective July 1, 2021 through June 30, 2022
Previous Board Action	2021-2022 Annual Plan approved by the HACC Board on April 1, 2021 – Resolution No. 1953
Counsel Review	N/A
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests a Public Hearing before the HACC Board to present HACC's policy changes, new goals and activities, progress on meeting goals and allow for public comment. This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the Annual Plan.

HACC's Annual Plan implements the goals and objectives of the 5-Year plan and updates HUD regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs, and services.

Capital Fund Program (CFP) is a grant that HUD provides for the development, modernization, and management of Public Housing. HACC is applying for and seeking Capital Funds in the amount of \$1,382,947 for 2021-22.

The Plan meets the following requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998.

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 12th, 2021 to review the Plan.

- A summary of the policy changes were given to members of the RAB to distribute to their neighbors in Public Housing.
- HACC published a public notice in the Oregonian opening the Annual Plan for public review and comments from January 12, 2021 through February 25th, 2021.
- HACC published a notice in the Quarterly newsletter inviting residents to the RAB meeting, Public Hearing and notifying residents of the public review period. The Quarterly newsletter is mailed to every household living in Public Housing and emailed to families living in Section 8.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.
- A Public Hearing in front of the HACC Board was held on March 18, 2021. A public notice was published on January 4th, 2021 for the public hearing.

Once the Board adopts the Annual Plan, including all attachments, the Plan will be submitted to HUD. This final step is required to be completed at least 75 days before the beginning of our fiscal year, 7/1/2022.

RECOMMENDATION:

Staff recommends that the HACC Board of County Commissioners approve Resolution #1953, and permit staff to submit the final version of the plan to HUD following the April 1, 2021 business meeting. Staff also recommends the Board Chair sign HUD Form 50077-ST-HCV-HP (Certification of Compliance with PHA Plans) and HUD Form 50077-CR (Civil Rights Certification).

Respectfully submitted,



Rod Cook, Interim Director
Health, Housing and Human Services

Attachments:

- Proposed 2021-2022 Annual Plan

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Approving the Housing
Authority's Annual Plan, related
Certifications and Attachments



Resolution No. 1953
Page 1 of 1

Whereas, the Housing Authority of Clackamas County (HACC), Oregon has developed an Annual Plan; and

Whereas, the Annual Plan must be updated each year, while the Five Year Plan is developed every five years; and

Whereas, the Annual Plan and its attachments, was developed using the required HUD templates with input and recommendations from an established Resident Advisory Board (RAB) on January 12, 2021; and

Whereas, the Annual Plan and its attachments were advertised in the Oregonian for public review and comment from January 12, 2020 through February 25, 2021; and

Whereas, the Annual Plan and its attachments were discussed and testimony was taken at a public hearing in front of the HACC Board of Commissioners on March 18, 2021; and

Whereas, HUD requires HACC Board approval in the form of a board resolution; and

Whereas, the Annual Plan, related certifications and attachments are to be submitted to HUD at least 75 days prior to the effective date, July 1, 2021; and

NOW THEREFORE, IT IS HEREBY ORDERED that The Board of Commissioners for the Housing Authority of Clackamas County reviewed HACC's Annual Plan and formally approves the Annual Plan, related Certifications and Attachments, and the Executive Director of the Housing Authority is authorized to submit these documents to HUD.

Motion was made by Commissioner _____ and seconded by Commissioner _____

DATED this 1st day of April, 2021

BOARD OF COUNTY COMMISSIONERS OF THE
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification
Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Tootie Smith	Title HOUSING AUTHORITY BOARD CHAIR
Signature	Date

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 7/1/2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2021-2022

5-Year PHA Plan for Fiscal Years _____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Tootie Smith	Title Housing Authority Board Chair
Signature	Date

Housing Authority of Clackamas County (HACC)

**Annual Plan
2021-2022**



**HACC Executive Director
Jill Smith**

Housing Authority of Clackamas County



Annual Plan 2021-2022

Effective Dates July 1, 2021 – June 30, 2022

Housing Authority of Clackamas County

Annual Plan 2021-2022

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Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																		
	<p>PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2021</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>445</u> Number of Housing Choice Vouchers (HCVs) <u>2007</u> Total Combined <u>2452</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Plan, PHA Plan Elements, and Public Hearing Information can be found at the following locations: 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Park Community Center, 10203 SE D Street, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/housingauthority/plansandreports.html 5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR 97222 6) Resident Advisory Boards (RAB) Members receive a hard copy of the full draft Annual Plan 7) RAB Members received a summary of policy changes (hard copy) to hand out to other residents</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p>																		
	<table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:									
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Lead PHA:																			
B.	Annual Plan Elements																		

<p>B.1</p>	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. (See Attached A, B and D)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. (See Attachment A and B)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review. See Attachment D</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below:</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>In 2021-2022, HACC will review the feasibility of submitting a Section 18 Demolition and/or Disposition, a Rental Administration Demonstration (RAD), or a Section 18 and RAD blended application for Oregon City View Manor, a 100-unit Public Housing property located at 200 S. Longview Way in Oregon City. If an application is submitted and approved, HACC will relocate all 100 households following the approved Relocation Plan and with the assistance of Section 8 vouchers.</p> <p>In 2021-2022, HACC will review the feasibility of submitting a Section 18 Demolition and/or Disposition, a Rental Administration Demonstration (RAD), or Section 18 and RAD blended application for Clackamas Heights, a 100-unit Public Housing property located at 13900 S. Gain St., Oregon City, OR 97045. If an application is submitted and approved, HACC will relocate all 100 households following the approved Relocation Plan and with the assistance of Section 8 vouchers.</p> <p>In late 2018, HACC submitted a RAD application for Hillside Park, a 100-unit Public Housing property located in Milwaukie. The application was approved and HACC received the CHAP on April 26, 2019. In 2020, HACC requested a withdrawal of the CHAP because HACC believes the development is better suited for disposition under Section 18. In 2018-2019, HACC embarked on a Master Planning process that envisioned the redevelopment of the Hillside Park public housing community. The planning process engaged residents and community members, who helped develop a vision for a vibrant mixed-use, mixed-income community. The design preserves and rebuilds existing affordable housing at the site, while creating opportunities for expanded housing choice and type. In late 2020, HACC submitted a land use application to the city of Milwaukie seeking to rezone the site to allow for increased density and mixed-use housing. In 2020, HACC completed an environmental review conducted under 24 CFR part 58 and the RRFO and AUGF were approved by HUD. In 2021-2022, HACC plans to submit a Section 18 Demolition and/or Disposition application for the project. If the application is approved, HACC will relocate all 100 households following the approved Relocation Plan with the assistance of a relocation contractor and Section 8 vouchers.</p> <p>HACC's application for a RAD conversion and Section 18 blend, which entails converting 100 units, 70 under a RAD HAP contract and 30 under a regular PBV contract (including 5 de minimis units that are backfilled with regular PBVs), as part of the rehabilitation of Hillside Manor, located at 2889 SE Hillside Ct, Milwaukie, was approved. The project closed on construction financing in May 2020 and the project is currently under construction with construction completion anticipated in October 2021.</p> <p>HACC has 145 scattered sites throughout Clackamas County. In 2021-2022, HACC anticipates working with HUD and submitting an application to begin the Section 18 Disposition and/or Demolition process for these sites. If the application is approved, HACC will relocate all 145 households following the approved Relocation Plan with the assistance of a relocation contractor and Section 8 vouchers.</p> <p>In 2018, regional voters approved a \$652.8 million Metro Affordable Housing Bond for the creation of 3,900 affordable housing units within the urban growth boundary. The bond allows the Metro region the opportunity to invest in the development of new housing resources for some of its most vulnerable and historically marginalized residents.</p>

Recognizing the need and opportunity throughout the region, bond revenue is distributed based on assessed value of each of the three counties within the Metro district. Bond revenues dedicated to Clackamas County are \$116,188,094. As an implementing jurisdiction of the Metro Bonds, all bond resources allocated to Clackamas County will run through HACC. The goal for HACC is to support the development of at least 812 units of affordable housing throughout the eligible Metro boundary within the county. This support may include direct acquisition, development, and/or ownership by HACC or involve partnering with non-profit or for-profit developers to support the development of units throughout the eligible Metro boundary. HACC's strategy for reaching this goal is outlined in the 2019 Clackamas County Local Implementation Strategy (LIS).

Utilizing funds allocated to HACC from the Metro Affordable Housing Bond, HACC will continue to expand its development capacity by hiring new staff to direct affordable housing development in the County.

In 2019, Metro Affordable Housing Bond funds were used to acquire a facility located at 18000 Webster Road in Gladstone. Once rehabilitated, the Webster Road redevelopment project will provide 48 units of housing for homeless and very low income individuals, including 12 dedicated PSH units. In 2019-2020, HACC participated in the Permanent Supportive Housing (PSH) Development and Operational Team Technical Assistance Pilot Cohort sponsored by Oregon Housing and Community Service (OHCS). Participation in the six month Technical Assistance Pilot Cohort made HACC eligible to apply for PSH Pilot funds to provide capital and services funding to support the Webster Road Redevelopment Project. In 2020, HACC was successfully awarded \$2.4 MM in capital funding to support the project. This project will be supported by Metro Affordable Housing Bonds, PSH capital and services funding, 48 PBVs, HOME funds, 4% LIHTCs, and Tax-Exempt bond financing. HACC plans to close on construction financing in the 1st half of 2021.

In addition to the Webster Road project, HACC plans to use bond funds to support the mixed-income redevelopment and repositioning of HACC's public housing portfolio and award bonds fund to affordable housing projects sponsored by non-profit or for-profit developers throughout the eligible Metro boundary within the county. HACC plans to use the 200 PBV's approved by HUD to support new development and rehabilitation projects that utilize Affordable Housing Bond funds. This is consistent with the PHA Plan to modernize, redevelop and demo/disposition as our PHA Plan is required to align with the County's Consolidated Plan, Fair Housing Plan, Action Plan and Ten-Year Plan to end homelessness.

In 2020, HACC released a Notice of Funds Availability (NOFA), availing over \$40 million dollars in Metro Affordable Housing Bond funds and 125 project-based vouchers toward the development of affordable housing. HACC conceptually awarded a total of \$44,233,000 in Metro Affordable Housing Bonds and 125 project-based vouchers to three projects proposed for development in Happy Valley, Oregon City, and unincorporated Clackamas County. These three projects will provide a total of 413 units, of those 153 units will be reserved for households at or below 30% AMI. The project in unincorporated Clackamas County, known as Fuller Road Station, is slated to start construction in first quarter 2021. HACC awarded the project \$10,000,000 in Metro Affordable Housing Bonds and 25 project-based vouchers to support 25 units at 30% AMI and below. The other two projects, Good Shepherd Village in Happy Valley and Maple Apartments in Oregon City, are working through pre-development and land use processes and hope to close on construction financing late in 2021.

HACC received \$1,333,000 in funding from Kaiser/Healthshare, for a pilot project known as Metro 300. HACC will serve 80 households, with a member of the household 50+ and homeless. The homeless individual will have one or more disabling conditions and are referred with case management. All 80 households have been identified. The grant was extended due to COVID with no new funds but an extended operating period to expend the funding. Participants who continue to need assistance after 12 months in the program will be graduated to a new State funded rental assistance program for homeless families. The Healthshare funding paid for rent assistance and covered costs such as application fees and deposits which serve as barriers to housing.

Oregon passed Measure 26-210 which authorized income and business taxes for homeless services. The funding raised by this tax are being allocated to the Portland Metropolitan Area Housing Authorities to operate Rent Assistance Programs that provide services to find and retain stable housing for homeless individuals and families. This new rental assistance program will be run by HACC and is anticipated to begin accepting families as early as July 2021. In the first year of operations, HACC is anticipating enough revenue to serve approximately 250 households.

HACC successfully applied for and received new Foster Youth to Independence (FYI) tenant based rental assistance to serve 25 youth graduating out of foster care. HACC intends to continue and apply and gain more FYI vouchers in the coming year.

HACC successfully applied for and were awarded additional 78 Mainstream and 25 Veteran Administration Supportive Housing (VASH) vouchers and intends to continue to apply for additional vouchers in the future.

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

PHA Goal 1: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing by:

- Applied for and received 25 additional VASH vouchers
- Applied for and received 78 additional Mainstream vouchers
- Applied for and received 25 New Foster to Youth Initiative (FYI) vouchers
- Applied for 50 Family Unification Program (FUP) Vouchers but were not awarded.
- Continuing to leverage private and/or other public funds to create additional housing opportunities
- Working with a broker to acquire land for new construction of affordable housing
- Conducted a financial feasibility study for rehabilitation, disposition, or redevelopment of existing Public Housing properties
- Our multi-phase Rental Administration Demonstration (RAD) – Section 18 blend application for the rehabilitation of Hillside Manor was approved by HUD and the project closed on construction financing in in Spring 2020. The rehabilitation is currently underway with construction completion slated for October 2021.
- Prepared and submitted a grant to Metro to develop a community plan for the Hillside Park property. The grant was awarded the Hillside Park Master Plan was completed using Metro funds.
- Continued planning for the utilization of RAD and/or Demolition/Disposition Section 18 to improve & increase number of affordable units
- Submitted a Section 18 Demo/Disposition application for Oregon City View Manor. This application is still in process with HUD.

- Rosewood Station is under construction with the first of six buildings leased in May 2019. Total affordable housing is 212 units, 20 of the units were awarded PBV. Project is scheduled to be complete in January 2021.
- Clayton Mohr Commons Veteran's Housing project was completed and has 24 Project Based Vouchers.
- Northwest Housing Alternatives new campus of affordable housing was completed and includes 7 PBV units.
- Submitted a HUD Section 108 loan application & received loan approval to fund a variety of affordable housing projects including acquisition, new construction, and rehabilitation.
- Acquired the Webster Road property in Gladstone using Metro Bond funds.
- Working with development team to rehabilitate and redevelop the property to provide 48 units serving low income and homeless individuals 55 and older. HACC plans to apply for Metro Housing Bonds, LIHTC, PSH pilot funds, PBVs, and HOME funds to support redevelopment efforts.
- Participated in the Permanent Supportive Housing (PSH) Development & Operational Technical Assistance Pilot Cohort sponsored by OHCS.
- Conceptually awarded a total of \$44,233,000 in Metro Affordable Housing Bonds and 125 project-based vouchers to three projects proposed for development in Happy Valley, Oregon City, and unincorporated Clackamas County. These three projects will provide a total of 413 units, of those 153 units will be reserved households at or below 30% AMI.

Housing Authority of Clackamas County certifies that the RAD conversion complies with all applicable site selection and neighborhood reviews standards and that all appropriate procedures have been followed.

PHA Goal 2: Improve access & housing choice for everyone, with a focus on protected classes and single parent households by:

- Provided voucher mobility counseling
- Conducted outreach efforts to potential voucher landlords
- Revised payment standards to reduce the barriers to finding affordable housing
- Continuing our security deposit loan program for Section 8 families
- Provided higher payment standards for families needing ADA units. Maintain a list of ADA units within the County to assist families seeking housing

PHA Goal 3: Enforce Fair Housing Laws and Increase public understanding of Fair Housing laws by:

- HACC hosted free Fair Housing and Landlord Tenant Law trainings and plans to continue hosting free training
- Strengthened the partnership with Fair Housing Council of Oregon and continued distributing fair housing information
- Continued to partner with Housing Rights & Resources Program
- We offer training at Metro Multifamily and other Landlord Group Meetings on the Benefits of Rental Assistance
- Distributed Fair Housing Videos and Information to landlords participating in Section 8 through Landlord newsletter.
- Continuing to educate clients on Fair Housing Rights & provide Fair Housing brochures at Orientation meetings
- Continued attending State subcommittee meetings on Renters Rights and other nonprofit Renter Rights Advocacy Groups
- Aligned our 5-year plan with the County's 5-year Consolidated Plan & completed the Assessment of Fair Housing plan
- Closed and completed all FHEO findings
- Conduct trainings for staff on Fair Housing and Diversity Equity and Inclusion

PHA Goal 4: Improve the quality of Housing Authority assisted housing and customer service by:

- Maintained high performer status in Section 8 Improved the physical environment in our public offices
- Streamlined administrative operations, creating efficiencies and improving customer service
- Maintain a robust client feedback system to gauge if improvements are needed
- Completed 76 capital fund rehabilitation projects.
- Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor
- Developed strategies for cross training staff to ensure we provide the highest level of service to clients we serve.
- Attend RAD & LIHTC Compliance Trainings for new developments scheduled to come on line in 2021
- Staff training on Diversity, Equity and Inclusion (DEI) via Meyer Memorial Trust Grant, required Mental Health First Aid Training of all staff, Trauma Informed Care training, Domestic Violence Training and Fair Housing Training.
- Attended six month training institute about Permanent Supportive Housing facilitated by CSH and hosted by OHA and OHCS to support new developments scheduled to come on line in 2021.

PHA Goal 5: Improve community quality of life and economic vitality by:

- Partnered with social service agencies to provide services to school aged youth
- Developed stronger partnerships with service providers who assist our elderly and/or disabled residents
- Continued to grow the community gardens program, including hosting an Americorps member dedicated to focusing on the community garden and food insecurity within the Public Housing community
- Encouraged Resident participation through Resident Associations
- Contracted with Clackamas County social services and other resident service providers to provide a variety of Public housing services using county provided general fund including 1 FTE case manager, 1.5 FTE Peer Support Specialist and 1 FTE additional resident services support staff.
- Completed a Metro Grant to assist in the planning of the Hillside Park redevelopment, envisioned to be a mixed income community offering a variety of housing opportunities along a spectrum of affordability.

PHA Goal 6: Promote self-sufficiency and asset development of families and individuals by:

- Continue to partner with local & regional workforce partners to increase the number of employed/under-employed living in housing
- Partnered with agencies to provide supportive services to increase independence for the elderly and families with disabilities
- Awarded Resident Opportunities Self Sufficiency (ROSS) grant.
- Applied for and received renewal funding for the Family Self Sufficiency (FSS) grant
- Research and apply for future grants that provide services and enhance residents' quality of life
- Established Memorandum of Understandings with area service agencies to provide outreach and housing stabilization services for families referred for Housing Choice Vouchers and Mainstream Vouchers.
- Continue to offer a Credit Building Program for our Public Housing residents. If residents elect to enroll, HACC reports on-time rent payment, to the Credit Bureau's through a third party. This has been an effective way to support residents in their goals of becoming more financial stable and self-sufficient.

B.4.	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
Other Document and/or Certification Requirements.	
C.1	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p> <p>Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.2	<p>Civil Rights Certification.</p> <p>Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.3	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attachment K</p>
C.4	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
D Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).	
D.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD Form 50075.2 approved by HUD on 10/04/2018.</p>

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. ([24 CFR §903.7\(a\)\(1\)](#)) and 24 CFR §903.12(b). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#)) and 24 CFR §903.12(b).

Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions. Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. ([24 CFR §903.7\(b\)](#)) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. ([24 CFR §903.7\(b\)](#)) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. ([24 CFR §903.7\(b\)](#))

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. ([24 CFR §903.7\(d\)](#))

Homeownership Programs. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. ([24 CFR §903.7\(k\)](#)) and 24 CFR §903.12(b).

Safety and Crime Prevention (VAWA). A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. ([24 CFR §903.7\(m\)\(5\)](#))

Pet Policy. Describe the PHA’s policies and requirements pertaining to the ownership of pets in public housing. ([24 CFR §903.7\(m\)](#))

Substantial Deviation. PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

Significant Amendment/Modification. PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD’s website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

Hope VI. 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Mixed Finance Modernization or Development. 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

Conversion of Public Housing. Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

Project-Based Vouchers. Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

C.3 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.4 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form 50075.2 approved by HUD on XX/XX/XXXX.”

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

ATTACHMENT A

Summary of Proposed Housing Choice Voucher Administrative Plan Policy Changes Effective Upon Board Approval

Chapter	Old Policy Language	New Policy Language	Summary
2-1.B.	<p>NonDiscrimination</p> <p><i>No direct language regarding harassment</i></p>	<p>NonDiscrimination</p> <p><u>HACC Policy</u></p> <p>It is the policy of HACC that harassment or intimidation of a tenant, staff person or guest because of that person’s race, color, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity, will not be tolerated.</p> <p>Discriminatory harassment and intimidation are violations of the fair housing laws and are specifically prohibited. Tenants who experience or witness such conduct are strongly encouraged to report the incident to the Operations Manager immediately or email HACC@clackamas.us. Retaliation: We will not tolerate retaliation by staff or tenants against</p> <ol style="list-style-type: none"> 1. Any tenant who complains of discriminatory harassment or intimidation or; 2. Any witness who supports a claim of discriminatory harassment or intimidation <p>Please be aware that, depending on the seriousness of the incident(s), the behavior may be grounds for termination of tenancy if a tenant is found to have harassed others. If you have questions about what types of behaviors would be considered “harassment, threats or intimidation”, please ask us. We can provide you with examples and more information.</p>	<p>HACC is adding a no tolerance policy of harassment of tenant, staff or guests of protected class and must investigate all complaints.</p>

3-III.D.

Screening

HACC Policy

HACC will perform a criminal background check through local law enforcement and eviction record check on all applicant family members 15 years of age and older.

HACC will require proof of photo identification, such as a driver’s license, school identification, etc. Other means of identification and requests to allow additional time to provide photo identification will be considered.

Family members 15 years of age and older must pass the Housing Authority’s criminal history evaluation process, except if this is a transition from a successful SPC.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, HACC will request information from the National Crime Information Center (NCIC).

Applicants’ criminal background history for the most recent 5 years will be scored based on severity of convictions. Scoring will be 1-4 with 4 being the highest level of risk crimes. Applicants who have combined score 3 and under will be approved. Applicants with a score 4 - 9 can be approved by a manager taking into consideration factors discussed in Section 3-III.E. Applicants with a score greater than 9 are denied.

Screening

HACC Policy

The PHA will perform a criminal background check through local law enforcement for every adult household member.

HACC will require proof of photo identification, such as a driver’s license, school identification, etc. Other means of identification and requests to allow additional time to provide photo identification will be considered.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, HACC will request information from the National Crime Information Center (NCIC).

All applicants must be denied for: Debts owed to a PHA that are not paid in full; prior terminations from a PHA as showing in EIV; Registered Sex Offenders; and Manufacture of Methamphetamines in any housing.

While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose.

Major reduction to screening to reduce barrier to assisting homeless.

No longer screening minors. Only adults 18 and older.

Reduced screening for only federally mandated reasons for denying housing:

No Sex Offenders

No Manufacture of Meth in any housing

No Debts to a PHA

No prior terminations from a PHA (exceptions if proof of drug & alcohol treatment and addiction lead to the termination)

Exception to this criteria is given to households referred for a Preference Voucher by a referring agency that has entered a Memorandum of Understanding to provide 24 months of supportive services including housing search assistance and stabilization of housing. Under a preference referral denials are for: Debts owed to a PHA that are not paid in full; prior terminations from a PHA as showing in EIV; Registered Sex Offenders; and Manufacture of Methamphetamines in subsidized housing.

**FSS
Action
Plan
4-II.B.
COVID
Waiver**

HACC Policy

The Housing Choice Voucher FSS Program will not adopt the use of preferences when selecting families for participation in the FSS program.

FSS Selection Preferences

HACC Policy

The Housing Choice Voucher FSS Program will adopt a preference for the families that qualify for the work ready preference.

Adding a preference to help work ready families.

**FSS
Action
Plan
4-II.C.
COVID
Waiver**

HACC Policy

The PHA will deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to a PHA who have entered into a repayment agreement and are current on that repayment agreement will be denied FSS participation until debt is paid off.

PHA Debt Selection Factor

HACC Policy

The PHA will not deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. However, the PHA will make it clear that upon a successful FSS completion, escrow funds will go towards the unpaid balance and the remaining escrow balance will be given to participant.

Removing the FSS debt selection will allow more residents the opportunity to enroll in the FSS program.

4-II.F.

HACC Policy

The waiting list will be updated periodically. To update the wait list, HACC will send an update request and/or purge letter via first class mail. A letter will be sent to the applicant's last known address.

The family's response must be in writing and may be delivered in person, by mail, email or fax.

If there is no response within 10 days of the date of the attempted contact, with no returned letter, a second letter will be sent. This letter will allow 30 days from the date it is sent to reactivate the application. If the first notification is returned to HACC with a forwarding address it is resent and another 10 days is given to respond. If there is no response a second letter is sent to the new address allowing 30 days to reactivate. If the first letter is returned with no forwarding address the application is filed inactive and no further notifications are sent. However, if the family contacts HACC within 90 days of the date of the returned notice, the application will be reactivated and the family's application will be placed back on the waiting list by the original date and time applied.

UPDATING THE WAITING LIST [24 CFR 982.204]

HACC Policy

The waiting list will be updated as needed to ensure all applicants and applicant information is current and timely.

To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, by email, or by fax. Responses should be postmarked or received by the PHA not later than 15 business days from the date of the PHA letter.

If the family fails to respond within 15 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, the PHA may reinstate the family if it is determined that the lack of response

Wait list purge change to give families more time to respond and an ability for HACC to reinstate a family for good cause.

was due to PHA error, or to circumstances beyond the family's control.

- 4-III.C. Wait List SELECTION METHOD Local Preferences**
6. Maximum of 33 dedicated vouchers to serve homeless persons per fiscal year (FY) (July 1st to June 30th). Families must be homeless at time of application. This preference can only come from direct referring agencies that have signed a Memorandum of Understanding (MOU) outlining the services to be offered to those referred. The referrals must originate from the Coordinated Housing Access (CHA) system and have an HMIS identification number to show an intake was completed. To be referred households must be actively engaged in services at time of voucher issue. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year.

 7. Maximum of 17 dedicated vouchers within a fiscal year (July 1st to June 30th) for families referred by a domestic violence professional counseling organization and/or shelter, for victims of domestic violence that has occurred within the last 12 months and are certified as homeless by the agency and who continue to be in counseling or case management through the referring agency or other professionally recognized counseling organization. Referrals from agencies that have signed an MOU outlining the services to be offered to their referral

- Wait List SELECTION METHOD Local Preferences**
6. Maximum of **16** dedicated vouchers to serve homeless persons per fiscal year (FY) (July 1st to June 30th). Families must be homeless at time of application. **Family must want to live outside the Metropolitan/Portland region that cannot be served by Measure 26-210 rental assistance.** This preference can only come from direct referring agencies that have signed a Memorandum of Understanding (MOU) outlining the services to be offered to those referred. The referrals must originate from the Coordinated Housing Access (CHA) system and have an HMIS identification number to show an intake was completed. To be referred households must be actively engaged in services at time of voucher issue. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year.

 7. Maximum of **10** dedicated vouchers within a fiscal year (July 1st to June 30th) for families referred by a domestic violence professional counseling organization and/or shelter, for victims of domestic violence that has occurred within the last 12 months and are certified as homeless by the agency and who continue to be in counseling or case management through the referring agency or other professionally recognized counseling organization. **Family must want to live outside the Metropolitan/Portland region that cannot be served by Measure 26-210 rental assistance.** Referrals from agencies that have signed an MOU outlining the services to be offered to their

Are reducing these preferences and will be helping only those household that cannot be served by Measure 26-210 funding due to wanting to live outside the Metropolitan region. Making change to assist those that have been waiting 3 years on the general wait list.

families will only be accepted. The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval. Applicants will be served on a first come, first served basis. Unused Preference slots do not carry over to the next fiscal year.

8. Maximum of 10 dedicated vouchers per year within a fiscal year (July 1st to June 30th) for households referred by a provider that has entered into a Supportive Services MOU with HACC and applicant has been deemed by the provider to be in less need for supportive services. The household must be considered a candidate that is graduating off the PSH and that at time of entry into the PSH program were homeless and/or disabled. Unused Preference slots do not carry over to the next fiscal year.

referral families will only be accepted. The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval. Applicants will be served on a first come, first served basis. Unused Preference slots do not carry over to the next fiscal year.

8. Maximum of 4 dedicated vouchers per year within a fiscal year (July 1st to June 30th) for households referred by a provider that has entered into a Supportive Services MOU with HACC and applicant has been deemed by the provider to be in less need for supportive services. **Family must want to live outside the Metropolitan/Portland region that cannot be served by Measure 26-210 rental assistance.** The household must be considered a candidate that is graduating off the PSH and that at time of entry into the PSH program were homeless and/or disabled. Unused Preference slots do not carry over to the next fiscal year.

**16-III.B.
And
16-III.C
COVID
WAIVER**

INFORMAL REVIEWS and HEARINGS

Adding Remote due to COVID Waiver

INFORMAL REVIEWS and HEARINGS

Remote Informal Reviews

All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.

HACC Policy

HACC has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, HACC will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.

Conducting Remote Informal Reviews

The PHA must ensure that the applicant has the right to hear and be heard.

HACC Policy

HACC will conduct remote informal reviews via telephone conferencing call-in or via videoconferencing. If the informal review will be conducted via videoconferencing, HACC will ensure that all applicants, applicant representatives, HACC representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen). If any applicant, applicant representative, HACC representative, or person conducting the informal review

Adding remote abilities permanently as needed with COVID and finding it is much more accessible to persons with disabilities.

is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.

Whether the informal review is to be conducted via videoconferencing or telephone call-in, HACC will provide all parties login information and/or conferencing call-in information before the review.

Remote Informal Hearings

The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations.

HACC Policy

HACC has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, HACC will conduct an informal hearing remotely upon request as a reasonable accommodation for a person with a disability, if a participant does not have child care or transportation that would enable them to attend the informal hearing, or if the participant believes an in-person hearing would create an undue health risk. HACC will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Conducting Informal Hearings Remotely

In conducting any informal hearing remotely, the PHA shall ensure due process and that all parties are able to have full access to the hearing.

HACC Policy

HACC will conduct remote informal hearings via telephone conferencing call-in or via videoconferencing. If the informal hearing will be conducted via videoconferencing, HACC will ensure that all participants, participant representatives, advocates, witnesses, HACC representatives, and the hearing officer can adequately access the platform (i.e., hear, be heard, see, and be seen).

If any participant, representative, advocate, witness, HACC representative, or hearing officer is unable to effectively utilize the videoconferencing platform, the informal hearing will be conducted by telephone conferencing call-in.

Whether the informal hearing is to be conducted via videoconferencing or telephone call-in, HACC will provide all parties login information and/or telephone call-in information before the hearing.

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will mail copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

Documents will be shared electronically whenever possible.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for

examination on request of the PHA, the family may not rely on the document at the hearing.

HACC Policy

For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day.

Documents will be shared electronically whenever possible.

16-III.C. *Informal Hearing Officer*

HACC Policy

HACC will hire an outside consultant to serve as hearings officer as needed. The Administrative Assistant for the Section 8 Program may act as hearings officer if they have no prior knowledge of the case so as to remain unbiased.

Informal Hearing Officer

Removing language that requires HACC to hire an outside consultant and allows HACC to use internal staffing.

Cost savings measure and may facilitate a faster turnaround time on scheduling hearings.

ATTACHMENT B

Summary of Proposed Admissions and Continued Occupancy Plan Policy Changes Effective Upon Board Approval

Chapter	Old Policy Language	New Policy Language	Summary
<p align="center">2 2-4 COVID Waiver</p>	<p>2-I.B. NONDISCRIMINATION Discrimination Complaints</p> <p>Adding language specific to harassment.</p>	<p>2-I.B. NONDISCRIMINATION Discrimination Complaints</p> <p><u>HACC POLICY</u></p> <p>Under Fair Housing laws, “Discriminatory Harassment or Intimidation” includes abusive, foul or threatening language or behavior directed at a tenant, staff person or guest because of their protected class. Protected classes include a person’s race, color, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity.</p> <p>It is the policy of The Housing Authority of Clackamas County (HACC) that harassment or intimidation of a tenant, staff person or guest because of that person’s race, color, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity, will not be tolerated.</p> <p>Violation of this policy could be grounds for termination of tenancy. Discriminatory harassment and intimidation are violations of the fair housing laws and are specifically prohibited.</p> <p>Tenants who experience or witness such conduct are strongly encouraged to report the incident to your Property Manager immediately or email HACC@clackamas.us.</p> <p>Retaliation: We will not tolerate retaliation by staff or tenants against</p> <ol style="list-style-type: none"> 1. Any tenant who complains of discriminatory harassment or intimidation or; 2. Any witness who supports a claim of discriminatory harassment or intimidation <p>Please be aware that, depending on the seriousness of the incident(s), the behavior may be grounds for termination of tenancy. If you have questions about what types of behaviors would be considered “harassment, threats or intimidation”, please ask us. We can provide you with examples and more information.</p>	<p>HACC is adding policy to tackle increasing concerns around harassment.</p>

<p>4 5-6 COVID Waiver</p>	<p>4-II.B. ORGANIZATION OF THE WAITING LIST HACC Policy HACC will maintain a Site-based waiting lists. HACC maintains a site-based wait list system, with separate waiting lists by bedroom size for each of the following sites within HACC's public housing stock: Hillside Park, Hillside Manor, Oregon City View Manor/Clackamas Heights , Oregon City/Beavercreek Scattered, Gladstone/Milwaukie Scattered, SW Portland/Wilsonville/Lake Oswego/West Linn Scattered, Estacada/Sandy Scattered, and Clackamas/SE Portland/Milwaukie (97222) Scattered.</p>	<p>4-II.B. ORGANIZATION OF THE WAITING LIST <u>HACC Policy</u> HACC will maintain one Public Housing community-wide waiting list.</p>	<p>Making change from a site based Waiting list to one community-wide waiting list to afford families fastest opportunity for placement into housing without restrictions on locations.</p>
<p>4 FSS Action Plan COVID Waiver</p>	<p>4-II.C. DEBT SELECTION FACTOR HACC Policy The PHA will deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to a PHA who have entered into a repayment agreement and are current on that repayment agreement will be denied FSS participation until debt is paid off.</p>	<p>4-II.C. DEBT SELECTION FACTOR HACC Policy The PHA will not deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. However, the PHA will make it clear that upon a successful FSS completion, escrow funds will go towards the unpaid balance and the remaining escrow balance will be given to participant.</p>	<p>Removing the FSS Debt Selection Factor will allow more residents the opportunity to enroll in the FSS program.</p>
<p>4 4-2</p>	<p>4-I.B. APPLYING FOR ASSISTANCE [PIH Notice 2009-36] <u>HACC Policy</u> When a site based wait list is open, between the date of application and the availability of</p>	<p>4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36] <u>HACC Policy</u> HACC will use a two-step application process. The HACC initially will require families to provide only the information needed to make an</p>	<p>Using Section 8 language to align both policies. Section 8 language is updated.</p>

a unit, a two-step process will be used for all applications. Under the two-step application process, HACC initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list. When a waiting list is open, families may apply on-line at HACC's website at <http://www.clackamas.us/hacc/> or in person at its Administrative or Property Management Offices during normal business hours. Families may also request – by telephone, e-mail or by mail – that a form be sent to the family via first class mail. Completed applications must be returned to HACC by mail, electronically, by fax, e-mail attachment or submitted in person during normal business hours or on-line at all hours. Applications must be filled out completely in order to be accepted by HACC for processing. If an application is incomplete or illegible, HACC will notify the family of the additional information required.

initial assessment of the family's eligibility and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list. When the waiting list is open, applications will be available on the HACC website electronically and paper applications will be provided upon request. For preference to be applied verification of homelessness, disability or veteran status must be provided at time of application. Completed applications must be returned to HACC electronically by the wait list closing date. Applications must be complete in order to be accepted. For reasonable accommodation, HACC will provide paper applications upon written request by applicants and paper applications must be received by HACC by the wait list closing date. Applications received after the closing date will not be accepted. HACC will provide onsite assistance at its Administrative Offices for applicants needing assistance completing the online application during normal office hours.

4
4-15
**COVID
Waiver**

4-III.B. SELECTION METHOD
Local Preferences [24 CFR 960.206]
Adding new preferences

4-III.B. SELECTION METHOD
Local Preferences [24 CFR 960.206]
HACC Policy

Those households that qualify for a preference will be placed on the waiting list above those who do not qualify for a preference. Preference applicants will be pulled from list in order of priority listed below and then based on the date and time the application was received. HACC preferences are as follows:

- 2. Preference for eligible families displaced from HACC owned units due to acquisition or sale of property, or demolition.**

Adding preferences to meet development needs and new Natural Disaster preference.

3. **Preference for families occupying a HACC owned unit undergoing substantial rehabilitation who cannot tolerate the impacts of construction due to disability or as the result of domestic violence will be offered a preference.**
4. **Preference for Oregon families that have been displaced by a Natural Disaster as declared by Federal, State or County government. Eligible Oregon families must be referred by the Emergency Operation Center (EOC) or partnering Housing Authorities in Oregon and been determined to have not been eligible for long term assistance including but not limited to federal assistance such as Federal Emergency Management Agency (FEMA), State or local government assistance, insurance settlements, or the like, and who face long term homelessness. Those families seeking any compensation or settlement that may come in the future may not apply until all legal recourse has been resolved. Families receiving temporary assistance such as motel vouchers may qualify if no other legal negotiation for compensation is under consideration. If at the time more families meet this preference than there are vacant units immediately available, families will be placed on our public housing wait list with a preference and pulled ahead of all other wait list applicants.**

**4
4-15**

HACC Policy

HACC preferences are as follows:

1. Homeless Preference: HACC will offer no more than 10 vacancies per fiscal year (FY) (July 1st to June 30th) to households served by the Clackamas County Continuum of Care (CoC) who have originated off the Coordinated Housing Access (CHA) system as homeless or at risk of homelessness. The definitions of homeless or at risk of homelessness would follow the HUD definitions. This can include Permanent Supportive Housing graduates, Rapid Rehousing recipients and other similar programs that originated assistance from off the CHA. The CoC must enter into a Memorandum of Understanding that requires

**4-III.B. SELECTION METHOD
Local Preferences [24 CFR 960.206]
Removing Old Homeless Preference**

Due to new Measure 26-210 funding for rent assistance this preference no longer needed.

one-on-one case management for not less than 2 years following the household's successful screening. Services provided must focus on housing stabilization and retention and may include but is not limited to: assistance with timely rental payments, assistance with timely utility payments, deposit assistance, mediation services, mental health and addiction referrals for services, Worksource and SOAR connection, and financial and budgeting education services.

The CoC will be given two weeks' Notice of an upcoming vacancy and must provide an application for a household that meets the standard occupancy requirements for the bedroom size being offered. The CoC can maintain its own wait list for determining who is referred by bedroom size. If the CoC cannot identify a family that meets the occupancy requirement within two (2) weeks of notice that meet income and screening requirements, HACC will offer the unit to the next available household on the waiting list. Households must be willing and able to immediately enter into a lease upon successful screening. HACC will use the ACOP Eligibility screening criteria to determine if the referred family qualify for the Public Housing program. Further details on the screening criteria will be outlined in the MOU with the CoC.

**5
5-I.B.
COVID
Waiver**

HACC will reference the following standards in determining the appropriate unit bedroom size for a family: Updating table to show minimum can be one person per bedroom to limit transfers.

HACC will reference the following standards in determining the appropriate unit bedroom size for a family: Updating table to show minimum can be one person per bedroom to limit transfers.

Reduce burden of transfers to families when children become adults and leave housing.

<p>6 6-46 COVID Waiver</p>	<p>Utility Reimbursement [24 CFR 960.253(c)(4)] <u>HACC Policy</u> HACC will make utility reimbursements to the family. Upon agreement with the resident, the utility reimbursement may be applied toward any outstanding charges owed by the resident to the Housing Authority.</p>	<p>Utility Reimbursement [24 CFR 960.253(c)(4)] <u>HACC Policy</u> HACC will make utility reimbursements to the family except if a family requests a waiver to pay the electric utility company directly. The waiver only applies to households at properties where tenant responsibility for utilities is only all electric. At all other properties the utility allowance will be paid to family. If a family has accumulated large amounts of debts to HACC, the utility reimbursement may be applied toward any outstanding charges owed by the resident to the Housing Authority.</p>	<p>HACC Offer families the option to utilize a waiver to pay the utility company directly. HACC also can collect the utility allowance to cover debts owed to the housing authority.</p>
<p>12 12-12 COVID Waiver</p>	<p>12-IV.B. TRANSFER LIST <u>HACC Policy</u> Transfers will be processed in the following order: 1. Emergency transfers (hazardous maintenance conditions, threat of Harm (including threat of homelessness), domestic violence or criminal activity) 2. High-priority transfers (verified medical condition, and reasonable accommodation) 3. Transfers to make accessible units available 4. Demolition, renovation, etc. 5. Occupancy standards 6. Other HACC-required transfers 7. Transfers for access to employment. Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.</p>	<p>12-IV.B. TRANSFER LIST <u>HACC Policy</u> Transfers will be processed in the following order only if tenants owe no money to HACC and do not have a history of excessive damage to public housing units: 1. Emergency transfers (as determined by Property Management and may include hazardous maintenance conditions, threat of Harm, domestic violence, harassment, or administrative transfers for the health and well-being of the neighborhood) 2. High-priority transfers (verified medical condition and reasonable accommodation need for move and extreme occupancy standard breaches where less than one person per bedroom) 3. Transfers to make accessible units available 4. Demolition, renovation, etc. 5. Occupancy standards (aka Family Composition changes not extreme) 6. Other HACC-required transfers 7. Transfers for access to employment. Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.</p>	<p>Transfers limited to those that do not owe past debts or have history of excessive damage to units. Priority transfers updated to reflect practice.</p>

12 12-10	12-III.D. SECURITY DEPOSITS	<u>HACC Policy</u>	When a family transfers from one unit to another, HACC will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the “old” unit.	12-III.D. SECURITY DEPOSITS	<u>HACC Policy</u>	Security Deposits must be paid in full at time of leasing. Payment plans for public housing transfers will be the only exception and will be determined on a case-by-case basis.	The tenant will be billed for any maintenance or others charges due for the “old” unit not covered by the security deposit.	Security Deposits must be paid in full at time of leasing with rare exceptions.		
12 12-12	12-III.E. COST OF TRANSFER	<u>HACC Policy</u>	The resident will bear all of the costs of transfer s/he requests. However, HACC will bear the transfer costs when the transfer is done as a reasonable accommodation.	12-III.E. COST OF TRANSFER	<u>HACC Policy</u>	The resident will bear all of the costs of moves related to a transfer except in cases of reasonable accommodation. HACC will cover moving expenses associated with moving household and personal goods for eligible Reasonable Accommodations approved requests. The amount of the allowance has been determined by HACC based on household bedroom size, to be the typical costs in the community of where the tenant is moving. The Tenant will be responsible to contact, hire and coordinate the move. HACC will cover the cost of obtaining the initial mail box key, but resident must set up the mailbox with the U.S. Postal Service within 30 days of leasing.		Updating language and clarifying cost of transfer.		
14 14-16 COVID Waiver	INFORMAL REVIEWS and HEARINGS Adding Remote due to COVID Waiver			14-III.G. REMOTE HEARINGS	<u>PHA Policy</u>	The PHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.	Discovery of Documents Before the Remote Hearing	<u>PHA Policy</u>	If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. The PHA will mail copies of the hearing packet to the tenant, the tenant’s representatives, if any, and the	Adding remote abilities permanently as needed with COVID and finding it is much more accessible to persons with disabilities.

hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received.

Documents will be shared electronically whenever possible.

Conducting Hearings Remotely

PHA Policy

In conducting any hearing remotely, the PHA shall ensure due process and that all parties are able to have full access to the hearing.

The PHA will conduct remote hearings via telephone conferencing call-in or via videoconferencing. If the hearing will be conducted via videoconferencing, the PHA will ensure that all tenants, tenant's representatives, advocates, witnesses, PHA representatives, and the hearing officer can adequately access the platform (i.e., hear, be heard, see, and be seen). Witnesses may testify by telephone call-in.

If any tenant, tenant representative, advocate, witness, PHA representative, or the hearing officer is unable to effectively utilize the videoconferencing platform, the hearing will be conducted by telephone conferencing call-in.

Whether the hearing is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or telephone call-in information before the hearing.

Attachment C

Statement of Housing Needs and Strategy for Addressing Housing Needs

Introduction

The Housing Authority of Clackamas County (HACC) is committed to affirmatively furthering fair housing and contributing to the elimination of impediments to fair housing choice as described in 24 CFR Part 570.601 and the Furthering Fair Housing Executive Order 11063, as amended by Executive Order 12259.

Clackamas County Community Development Division (CDD) with local Fair Housing Partners participated in a Fair Housing Collaboration and completed an Assessment of Fair Housing (AFH) Plan.

Local Efforts

In preparing the AFH, CDD assembled its Fair Housing Partners to identify goals and strategies to improve housing choices in Clackamas County. CDD's Fair Housing local partners include; cities, towns and hamlets in Clackamas County, Clackamas County Social Services Division (SSD), Clackamas County Department of Transportation and Development (DTD), the Fair Housing Council of Oregon (FHCO) and Legal Aid Services of Oregon (LASO).

Six (6) general fair housing goals were identified in the AFH:

- Goal I: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing
- Goal II: Increase accessibility to affordable housing for person with disabilities and single parent familial status households (households with children under 18 yrs.)
- Goal III: Improve access to housing and services for all protected classes
- Goal IV: Enforce Fair Housing laws and increase public understanding of Fair Housing laws
- Goal V: Coordinate Fair Housing advocacy and enforcement efforts among regional partners
- Goal VI: Ensure that all housing in Clackamas County is healthy and habitable

Regional Efforts

The AFH has been completed and was approved by HUD. Clackamas County continues to meet quarterly with regional partners to coordinate fair housing efforts, data collection, training and events. Regional partners include: Multnomah County, Washington County, Clark County (WA), City of Portland, City of Gresham, and the City of Beaverton. In addition, there are several agencies that provide fair housing service in the county, including the United States Department of Housing and Urban Development, The Fair Housing Council of Oregon, Legal Aid Services of Oregon and Clackamas County Social Services Division, Housing Rights and Resources Program.

Regional partners intend to move to a regional Analysis of Impediments to Fair Housing study and regional data collection in order to plan more effective training events and strategies to reduce housing discrimination and increase housing choice for residents in the Portland Metropolitan area housing market. Regional partners are also working to align their fair housing efforts with the public housing authorities' plans to increase access to housing.

Statewide Goals of the Fair Housing Council of Oregon:

The Fair Housing Council of Oregon (FHCO) has contracts with the state of Oregon and with several local governments to provide fair housing training to tenants and landlords. FHCO has assembled a group of fair housing partners to coordinate fair housing activities, training and events. The first meeting was held on May 6, 2014 to discuss needs for education and outreach, audit testing needs (to find out if landlords are discriminating against protected classes of people) and, other identified by local agencies. FHCO is also being asked by partners to collect and analyze housing discrimination data to report out to partners.

Oregon state laws have changed:

- Senate Bill 608: prohibits landlord from terminating month to month tenancy without cause after 12 months of occupancy. Provides exception for certain tenancies on building or lot used by landlord as residence.

Attachment C

Statement of Housing Needs and Strategy for Addressing Housing Needs

Allows landlord to terminate tenancy with 90 days' written notice and payment of one month's rent under certain conditions. Exempts landlord managing four or fewer units from payment of one month's rent.

Provides that fixed term tenancy becomes month-to-month tenancy upon ending date if not renewed or terminated. Allows landlord to not renew fixed term tenancy if tenant receives three lease violation warnings within 12 months during term and landlord gives 90 days' notice. Limits rent increases for residential tenancies to one per year. Limits maximum annual rent increase to seven percent above annual change in consumer price index. Requires Oregon Department of Administrative Services to publish maximum annual rent increase percentage.

- Measure 102 <https://www.opb.org/news/article/oregon-measure-102-affordable-housing-result/>

Clackamas County Actions Taken in 2020-2021 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CDD	Clackamas County Social Services Division, SSD has annual contracts with the Fair Housing Council of Oregon FHCO and Legal Aid Services of Oregon (LASO) to provide enforcement of fair housing laws.
Improve access to fair housing information	SSD CDD HACC	Clackamas County Community Development Division, CDD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County, HACC has landlord outreach materials posted on the HACC website: https://www.clackamas.us/housingauthority/landlords.html Outreach for events and trainings were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi-Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc Landlord Newsletters continues to be distributed and posted on HACC's website.
Ensure the HACC conducts targeted outreach to underrepresented & protected class for upcoming waitlist opening	HACC	HACC opened its waiting lists in 2020 and added thousands of new applicants to the Housing Choice Voucher Section 8 waitlist and Public Housing waitlists.

Housing Needs

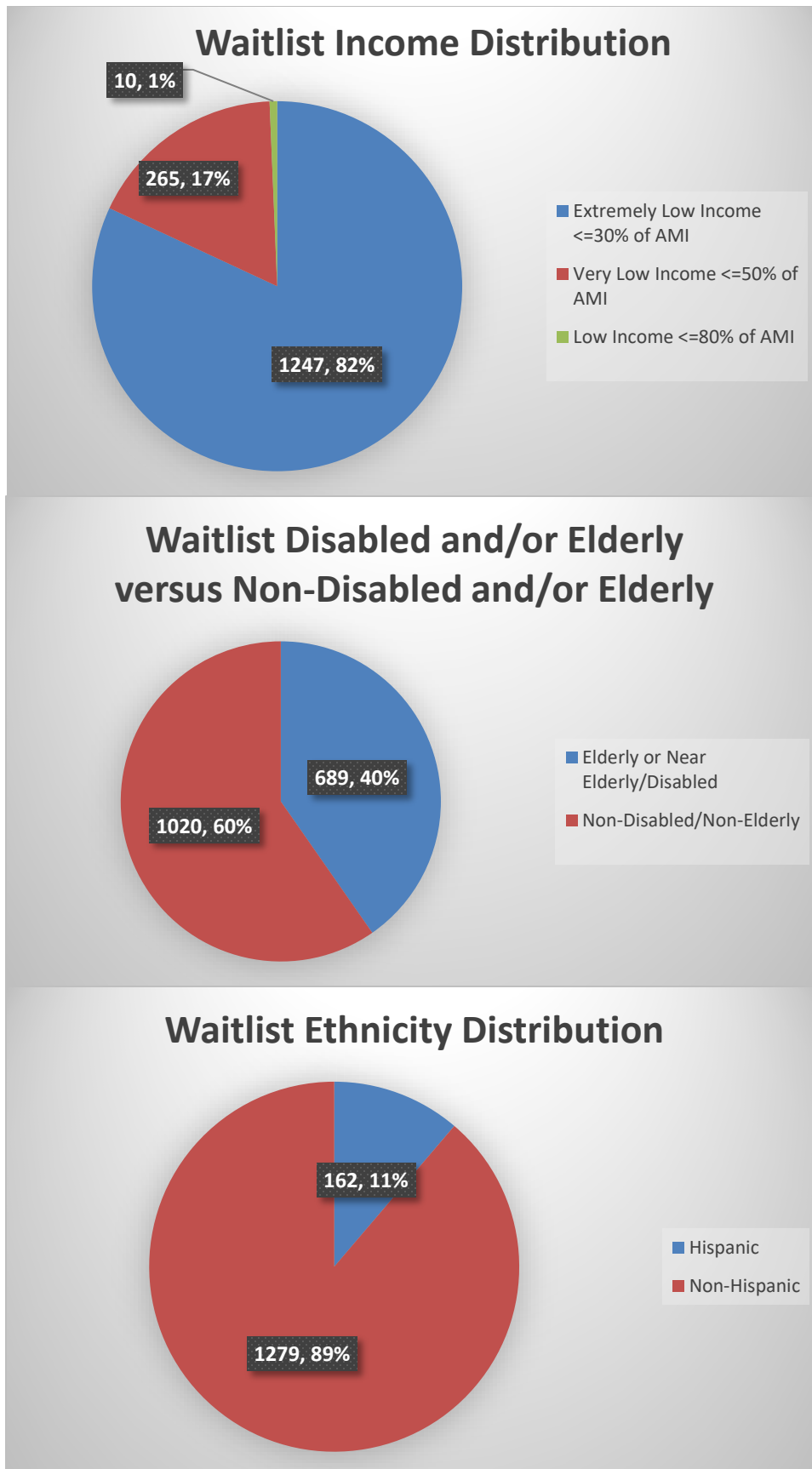
Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

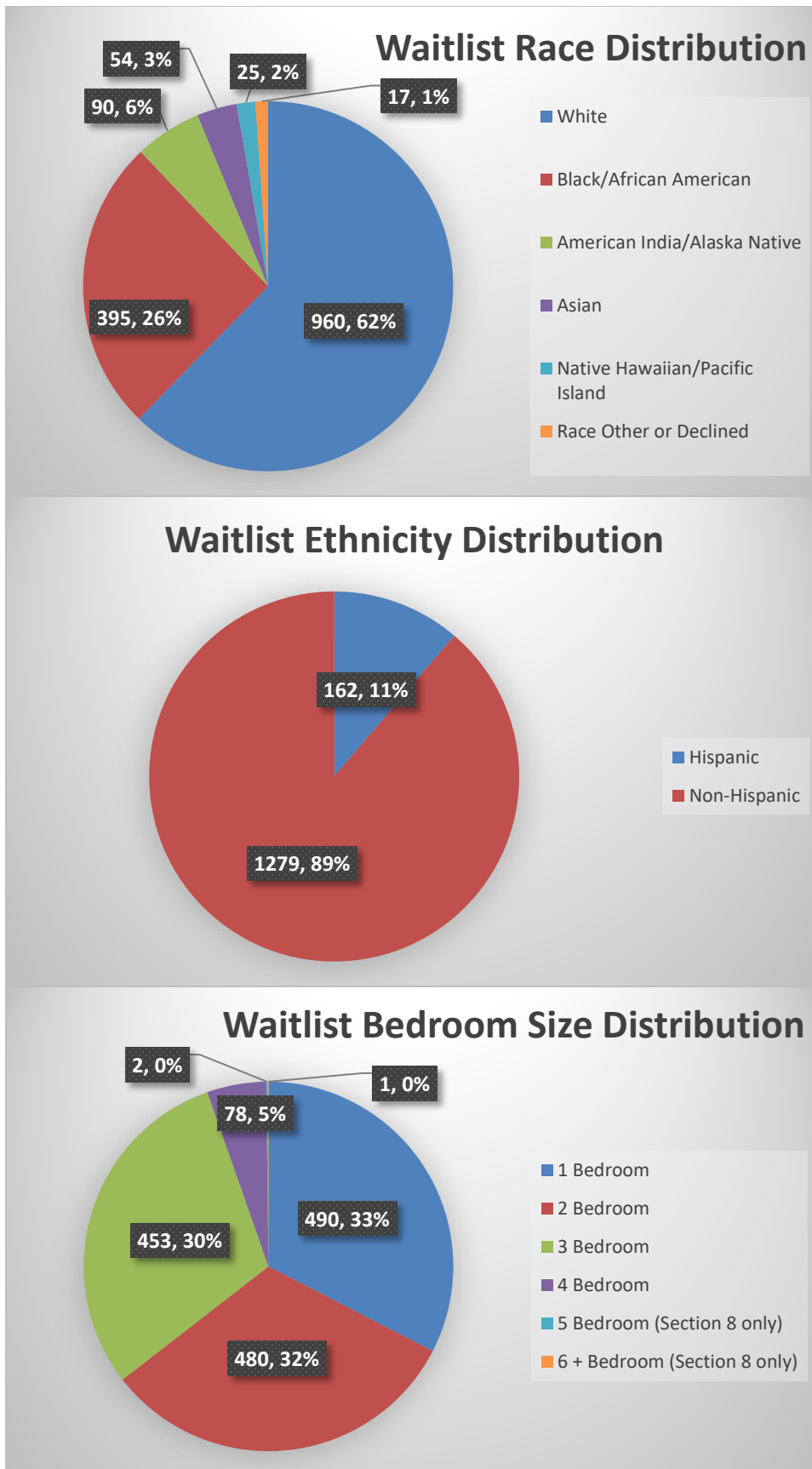
public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	1504	100%
Section 8 Waiting List	512	34%
Public Housing Waiting List	992	66%
Extremely Low Income <= 30% of AMI	1247	82.9%
Very Low Income <= 50% of AMI	265	17.6%
Low Income <= 80% of AMI	10	0.7%
Above 80% of AMI	0	0%
Elderly or Near Elderly/Disabled	689	45.8%
Non-Elderly / Non-Disabled	1020	67.8%
White	960	62.3%
Black/African American	395	25.6%
American Indian/Alaska Native	90	5.8%
Asian	54	3.5%
Native Hawaiian/Pacific Island	25	1.6%
Race Other or Declined	17	1.1%
Hispanic	162	10.8
Non-Hispanic	1279	85%
Characteristics by Bedroom Size		
1 BR	490	32.6%
2 BR	480	31.9%
3 BR	453	30.1%
4 BR	78	5.2%
5 BR (Section 8 only)	2	0.1%
6 BR (Section 8 only)	1	0.1%

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs



Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs



Attachment D

Deconcentration Policy

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2] HACC's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of HACC's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)]. HACC's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c) (5)]. Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by HACC with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by HACC with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c) (1)]. To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, HACC must comply with the following steps: Step 1. HACC must determine the average income of all families residing in all HACC's covered developments. HACC may use the median income, instead of average income, provided that HACC includes a written explanation in its annual plan justifying the use of median income. **HACC Policy - HACC will determine the average income of all families in all covered developments on an annual basis. Step 2. HACC must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, HACC has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD. HACC Policy - HACC will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis. Step 3. HACC must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income). HACC has added a preference for the Family Self Sufficiency program for work ready families living in our covered family developments.**

Attachment E

2020 Capital Fund Completed Projects

- Project # 19012 – HACC Wide Flooring - \$110,694.97 (21 Units)
- Project # 19014 - Hillside Manor Elevator Upgrades as part of the larger portion of the rehab - \$700,000.00
- Project # 20001 - On Demand Moving Contract - \$859.70 (2 Units)
- Project # 20003 - On Demand Cabinet Contract - \$59,380.00 (9 Units)
- Project # 20004 - Scattered Sites Fencing Project - \$146,250.00 (28 Units)
- Project # 20007 – Clackamas Heights Skirting test unit (503 A Street) - \$5,000.00 (1 Unit)

2021 Proposed Capital Fund Projects

- Clackamas Heights Decks (all remaining decks) - \$200,000.00
- Clackamas Heights Skirting - \$175,000.00
- Modernization of 6606 Hemlock - \$160,000.00
- HACC Wide Flooring - \$250,000.00
- Asbestos Abatement Services - \$50,000.00
- Asbestos Air Monitoring Services - \$30,000.00

Attachment F

**Housing Authority of Clackamas County
2021 Capital Fund Budget Summary**

Acct #	2021 Capital Fund Budget	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	276,587.40								
1408	HA-Wide Management Improvement	500.00								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	138,293.70								
1410	CFP Capital Improvement Coordinator A&E design work									
1411	Audit	6,500.00								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	25,000.00								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	85,000.00								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	840,055.90								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	0.00								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	1,000.00								
1495	Relocation Costs	10,000.00								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	0.00								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	0.00								
1460	Energy Improvements per Energy Audit	0.00								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	0.00								
	Grand Total Capital Fund Budget	1,382,937.00								

Development #1 Hillside Manor			
<u>Name of Public Housing Project:</u> Hillside Manor	<u>PIC Development ID:</u> OR001005000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation</u> Per unit is \$1,640 Total is \$164,000
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 96 Two Bedroom: 4	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A

Following the earlier of the end of the construction period identified in the HUD-approved Financing Plan or actual construction, the PHA will no longer be eligible to receive RAD Rehab Assistance Payments, and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable. MTW agencies may not alter this requirement.

- 9. HQS Inspections.** Under current regulations at 24 CFR § 983.103(b) a unit covered under a HAP Contract must be inspected and must meet HQS before assistance can be paid on behalf of a household. In addition, section 8(o)(8)(A) of the Act provides that HAP Contract units must be inspected to ensure compliance with HQS prior to payment of any assistance on behalf of a family. When Work is occurring under RAD, HUD requires that all units meet HQS no later than the date of completion of the Work as indicated in the RCC. Consequently, HUD is waiving and establishing an alternative requirement to 24 CFR § 983.103(b) and section 8(o)(8)(A) of the Act in such cases.
- 10. Floating Units.** For mixed-income Converting Projects where PHAs are currently exercising their discretion to allow subsidized units to float within a project redeveloped with funding under a Choice Neighborhoods Implementation or HOPE VI grant, or as part of a Mixed-Finance project, upon the request of the Voucher Agency that will administer the Covered Project, HUD will permit PBV assistance to float among units within the project having the same bedroom size. A unit to which assistance is floated must be comparable in condition to the unit it is replacing (i.e., the unit must be of the same quality and amenities as the unit it is replacing). Assistance may float from a Section 504 accessible unit only to another Section 504 accessible unit that has the same bedroom size and accessibility features. Units that float are not specifically designated under the HAP Contract. Therefore, the requirements in 24 CFR § 983.203(c) that the HAP Contract provide “the location of each contract unit” and “the area of each contract unit” are waived. Instead, the HAP Contract must specify the number and type of units in the property that are designated as RAD units, including any excepted units. From the time of the initial execution of the PBV RAD HAP Contract, the property must maintain the same number and type of RAD units, including the same number and type of Section 504 accessible units. Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

C. PBV Resident Rights and Participation.

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD Statute, at conversion, current households cannot be excluded from occupancy at the Covered Project based on any rescreening, income eligibility, or income targeting. With respect to occupancy in the Covered Project, current households in the Converting Project will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.³² Post-conversion, the tenure of all residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified in this Notice (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting of tenants for initial occupancy, will not apply for current households. Once the grandfathered household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement. Further, so as to facilitate the right to return to the assisted property, this provision shall apply to current public housing residents of the Converting Project that will reside in non-RAD PBV units or non-RAD PBRA units placed in a project that contain RAD PBV units or RAD PBRA units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR § 983 for non-RAD PBV units and the PBRA requirements governing the applicable contract for non-RAD PBRA units.³³
2. **Right to Return.** See section 1.4.A.5(ii) and the RAD Fair Housing, Civil Rights, and Relocation Notice regarding a resident's right to return.
3. **Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR part 983 have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.
4. **Phase-in of Tenant Rent Increases.** If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying

³² These protections (as well as all protections in this Notice for current households) also apply when a household is relocated to facilitate new construction or repairs following conversion and subsequently returns to the Covered Project.

³³ For non-RAD PBV households, applicable program requirements includes the requirement that any admission to the project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time.

alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of “total tenant payment” (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section “Calculated PBV TTP” refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full Calculated PBV TTP³⁴

Five Year Phase in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 25% of difference between most recently paid TTP and the Calculated PBV TTP

³⁴ For example, where a resident’s most recently paid TTP is \$100, but the Calculated PBV TTP is \$200 and remains \$200 for the period of the resident’s occupancy, (i.e. no changes in income) the resident would continue to pay the same rent and utilities for which it was responsible prior to conversion. At the first recertification following conversion, the resident’s contribution would increase by 33% of \$100 to \$133. At the second AR, the resident’s contribution would increase by 50% of the \$66 differential to the standard TTP, increasing to \$166. At the third AR, the resident’s contribution would increase to \$200 and the resident would continue to pay the Calculated PBV TTP for the duration of their tenancy.

- Year 3: Year 3 AR and any IR prior to Year 4 AR – 33% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 5 AR and all subsequent recertifications – Full Calculated PBV TTP

Please Note: In either the three year phase-in or the five-year phase-in, once the Calculated PBV TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies must also implement a three or five-year phase-in for impacted residents, but may alter the terms above as long as it establishes a written policy setting forth the alternative terms.

- 5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs.** Public Housing residents that are currently FSS participants will continue to be eligible for FSS once their housing is converted under RAD. The PHA may continue to use any FSS funds already awarded to serve those FSS participants who live in units converted by RAD. At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding and may use that funding to serve PH, HCV and/or PBRA participants in its FSS program. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the subsequent Appropriation Acts), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g., escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.³⁵ Further,

³⁵ The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and

upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

For information on FSS PIC reporting requirements for RAD conversions, see Notice PIH 2016-08 at <http://portal.hud.gov/hudportal/documents/huddoc?id=pih2016-08.pdf>.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents. At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a non-profit or local Resident Association and this consequence of a RAD conversion may impact those entities.

6. **Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with assistance converted to PBV will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.
7. **Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.
 - i. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be :
 - a. A reasonable period of time, but not to exceed 30 days:

any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

- ii. If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - iii. In the event of any drug-related or violent criminal activity or any felony conviction;
 - b. Not less than 14 days in the case of nonpayment of rent; and
 - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- ii. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional resident procedural rights to comply with section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),³⁶ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

³⁶ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate program has been repealed.

- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

- 8. Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in 24 CFR § 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants that move into the property following conversion or tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion due to loss of employment) is covered by this waiver.

- 9. Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant relocation and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.
- 10. When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit's occupants are eligible for housing assistance payments (24 CFR § 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent) (24 CFR § 983.258). Since the rent limitation under this Section of the Notice may result in a family's TTP equaling or exceeding the gross rent for the unit, for residents living in the Converting Project prior to conversion and who will return

to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent. Further, HUD is establishing the alternative requirement that until such time that the family's TTP falls below the gross rent, the rent to the owner for the unit will equal the lesser of (a) the family's TTP, less the Utility Allowance, or (b) any applicable maximum rent under LIHTC regulations. When the family's TTP falls below the gross rent, normal PBV rules shall apply. As necessary to implement this alternative provision, HUD is waiving the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR § 983.301 as modified by Section 1.6.B.5 of this Notice.³⁷ In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP Contract. The PHA is required to process these individuals through the Form 50058 submodule in PIC.

Following conversion, 24 CFR § 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

- 11. Under-Occupied Unit.** If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes

³⁷ For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.

available in the Covered Project, 24 CFR § 983.260 is waived. MTW agencies may not modify this requirement.

D. PBV: Other Miscellaneous Provisions

- 1. Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs and the Project Owner must cooperate with any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
- 2. Additional Monitoring Requirement.** The Owner must submit to the administering PHA and the PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.³⁸
- 3. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
- 4. Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
 - i.** Transferring an existing site-based waiting list to a new site-based waiting list.
 - ii.** Transferring an existing site-based waiting list to a PBV program-wide or HCV program-wide waiting list.
 - iii.** Transferring an existing community-wide public housing waiting list to a PBV program-wide or HCV program-wide waiting list, an option particularly relevant for PHAs converting their entire portfolio under RAD.
 - iv.** Informing applicants on a community-wide public housing waiting list how to transfer their application to one or more newly created site-based waiting lists.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a Covered Project converting to PBV because the household's TTP is

³⁸ For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of monitoring and evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.

likely to exceed the RAD gross rent, the PHA shall consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting list(s) or to another voucher waiting list, in addition to transferring such household to the waiting list for the Covered Project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait list(s) to which their application was transferred in accordance with the date and time of their application to the original waiting list.

If the PHA is transferring assistance to another neighborhood and, as a result of the transfer of the waiting list, the applicant would only be eligible for a unit in a location which is materially different from the location to which the applicant applied, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at other sites.

If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the Covered Project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).³⁹

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations.

³⁹ For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the Covered Project in accordance with 24 CFR § 983.251(c).

5. **Mandatory Insurance Coverage.** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
6. **Agreement Waiver.** This section has been moved to 1.6.B.8.
7. **Future Refinancing.** Project Owners must receive HUD approval for any refinancing or restructuring of secured debt during the HAP Contract term to ensure the financing is consistent with long-term preservation of the Covered Project. With respect to any financing contemplated at the time of conversion (including any permanent financing which is a conversion or take-out of construction financing), such consent may be evidenced through the RCC.
8. **Administrative Fees for Public Housing Conversions During the Year of Conversion.** For the remainder of the Calendar Year in which the HAP Contract becomes effective (i.e., the “year of conversion”), RAD PBV projects will be funded with public housing funds. For example, if the project’s assistance converts effective July 1, 2015, the public housing ACC between the PHA and HUD will be amended to reflect the number of units under HAP Contract, but will be for zero dollars, and the RAD PBV HAP Contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time.

PHAs operating HCV program typically receive administrative fees for units under a HAP Contract, consistent with recent appropriation act references to “section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Work Responsibility Act of 1998” and 24 CFR § 982.152(b). During the year of conversion mentioned in the preceding paragraph, these provisions are waived. PHAs will not receive Section 8 administrative fees for PBV RAD units during the year of conversion.

After the year of conversion, the Section 8 ACC will be amended to include Section 8 funding that corresponds to the units covered by the Section 8 ACC. At that time, the regular Section 8 administrative fee funding provisions will apply.

- 9. Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP Contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD.

The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) of the Act and 24 CFR § 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

- 10. Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA

transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines.

1.7 **Special Provisions Affecting Conversions to PBRA**

Under the Demonstration, HUD has the authority to waive statutory and regulatory provisions governing the PBRA program, or to establish alternative requirements for the effective conversion of assistance. Additionally, the RAD Statute imposes certain unique requirements and authorizes HUD to establish requirements for converted assistance under the demonstration.

For public housing projects converting assistance to PBRA under the First Component of the Demonstration, 24 CFR part 880, Section 8 Housing Assistance Payments Program for New Construction and applicable standing and subsequent Office of Housing guidance⁴⁰ will apply, except for the provisions listed below. These “special” provisions are grouped into three categories: Contract Terms, Resident Rights and Participation, and Other Miscellaneous Provisions. Where applicable, reference is made to the affected statute and/or regulation. For additional background purposes, HUD has provided Appendix I, which is a copy of the existing 24 CFR part 880 regulation with the provisions stricken that will not apply to Covered Projects. Additionally, Appendix II includes the specific provisions of the Act that are inapplicable to PBRA conversions. Finally, Appendix III includes the site and neighborhood standards that apply to PBRA.

A. PBRA Contract Terms.

1. **Length of Contract.** Covered Projects shall have an initial HAP term of 20 years. To implement this provision, HUD is specifying alternative requirements for section 8(d)(2)(A) of the Act, which establishes a maximum term of 15 years for “an existing structure.” Additionally, 24 CFR § 880.502, which imposes maximum contract terms for New Construction projects consistent with statutory authority that was repealed in 1983, does not apply.
2. **Mandatory Contract Renewal.** Section 524 of MAHRAA and 24 CFR part 402 currently govern renewals of expiring or terminating project-based section 8 HAP Contracts and, in general, require HUD to renew such contracts “at the request of the

⁴⁰ Examples of Office of Housing guidance include handbooks such as “Occupancy Requirements of Subsidized Multifamily Housing Programs” (4350.3) and “Multifamily Asset Management and Project Servicing” (4350.1). Future changes to part 880 would apply to RAD as long as the future changes are not provisions that have been stricken in the final Notice.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Special Attention of:

Public Housing Agencies
Public Housing Hub Office Directors
Public Housing Program Center Directors
Regional Directors
Field Office Directors
RAD Transaction Managers

Notice H 2014-09
PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)
REV 1

Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component

1. Purpose

This Notice provides public housing agencies (PHAs)¹ and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD)** conversion² under the first component of the demonstration.³ This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.⁴

¹ This Notice always uses the term “PHA” to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses “PHA” to refer to the “displacing agency,” a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

² The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

³ The “first component” of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the “second component” refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

⁴ Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents⁵ of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

2. Background

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.⁶ The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to rad@hud.gov.

3. Applicable Legal Authorities

⁵ The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

⁶ HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378.

- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

4. Relocation Planning

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> • Determine potential need for relocation • Meet with residents to discuss plans, communicate right to return, and solicit feedback • Provide <i>General Information Notice</i> (GIN) to residents • Survey residents to prepare Relocation Plan and relocation process cost estimate
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> • Prepare Significant Amendment to PHA Plan • Assess and refine need for relocation • Develop a Relocation Plan (See Appendix 1 for recommended content) • Identify relocation housing options
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> • Budget for relocation expenses • Submit FHEO Accessibility & Relocation checklist (PHAs may submit Relocation Plan along with checklist)

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations” (ION), as defined in the URA (49 CFR 24.2(a)(15)) • Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance • Meet with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> • Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD • PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation • PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice

5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.⁷ The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

⁷ Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.⁸ A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount⁹, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

6. Relocation Assistance

Under RAD, relocation assistance may vary depending on the length of time relocation is required.¹⁰

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
 - Permanent relocation assistance and payments at URA levels; or
 - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

⁸ Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

⁹ A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

¹⁰ Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

7. Initiation of Negotiations (ION) Date

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

8. Resident Notification

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.¹¹

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident's relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.¹² Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).¹³
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. Notice of Intent to Acquire (49 CFR 24.203(d))

¹¹ HUD policy generally requires a "notice of non-displacement" in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident's public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days' notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

¹² HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

¹³ PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“*Notice of Intent to Acquire*”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.¹⁴

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year* (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements (“*Notice of Relocation Eligibility*”). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one “comparable replacement dwellings” as set forth in 49 CFR 24.204(a).

9. Initiation of Relocation

¹⁴ PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

10. Fair Housing and Civil Rights Requirements

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (*see* 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- URA requires that PHAs provide persons who are unable to read or understand the notices, such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
 - Regulations: 24 CFR part 8
 - Fair Housing Act Regulations: 24 CFR part 100
 - Title VI of the Civil Rights Act of 1964
 - Regulations: 24 CFR part 1
 - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
 - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
-

11. Other Requirements

a. **Public Housing Program Compliance**

PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

b. **Evictions for Cause**

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

Jemine A. Bryon
General Deputy Assistant Secretary
for Public and Indian Housing

Carol J. Galante, Assistant Secretary for
Housing-Federal Housing Commissioner

APPENDICES

Appendix 1

Recommended Relocation Plan Contents

Appendix 2

Sample RAD General Information Notice (GIN)

Appendix 3

Sample RAD Notice of Relocation (for relocation anticipated for a year or less)

Appendix 4

Sample RAD Notice of Relocation (for relocation anticipated for more than a year)

Appendix 5

Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)

Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

I. Project Summary

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

II. Resident Return and Re-occupancy Policies

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

III. Summary of Moving Costs

The plan should include a summary of moving costs, identified by move types, including the following:

Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.¹⁵
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

¹⁵ A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- Payment for Temporary Relocation Moving Expenses - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
 - Undertake the moves itself, using force account labor or a moving company; – Use PHA's contractor or moving company;
 - Carry out moves with employees of the PHA;
 - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- Utility Costs - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).¹⁶

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
 - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

¹⁶ Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

Allow the resident to elect one of the following choices:

- 1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:
 - Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
 - Packing, crating, uncrating, and unpacking of personal property.
 - Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
 - Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
 - Insurance for the replacement value of the property in connection with the move and necessary storage.
 - The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc and in Spanish at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc. Residents may choose moving assistance from one of the following two options.

- 1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).

- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

VII. Appeal Process

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

VIII. Certification

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

Technical Assistance

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or [email rad@hud.gov](mailto:email_rad@hud.gov).

Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

PHA LETTERHEAD

RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure “Relocation Assistance To Residents Displaced From Their Homes” available at:
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>.

Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA) notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now.** This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [*insert date at least 30 days after the date of this notice*].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- Payment for Moving Expenses.** You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.*]

- The location of your temporary replacement unit is [*address*]. This temporary housing has been determined to be decent, safe and sanitary.

- [*List appropriate relocation advisory services and any other services and assistance provided.*]

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*Name, Title, Address, Phone, Email Address*] before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now.** If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by *[date no sooner than 90 days after notice].*

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*
- The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.
- *[List appropriate relocation advisory services and any other services and assistance provided.]*

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.]*
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- *[PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.]*

- Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] [PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)

***THIS IS A GUIDE FORM.
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date*.] Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed. It is currently estimated that you may return to the RAD project by [*date*]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [*Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you.*]

This is your Notice of Eligibility for relocation assistance.

The effective date of your eligibility is [*insert date that relocation exceeds one year.*]

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*] This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .*]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [*address*] is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$[*amount*] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] *[PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print Name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

ATTACHMENT I

Violence Against Women (VAWA) Statement

Housing Authority of Clackamas County (HACC) addresses VAWA in the Section 8 Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy. The responsibility of not terminating families from housing for reasons that fall under the VAWA regulation is particularly addressed. HACC has an Emergency Transfer Plan for victims of domestic violence in our housing programs.

We offer a local preference in the Housing Choice Voucher program for victims of Domestic Violence working with case management. We partner with several community partners like Northwest Family Services, Clackamas Women's Services, A Safe Place and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for current tenant's experiencing Domestic Violence.

HACC also partners with Clackamas County Social Services and Behavioral Health as well as the State Department of Human Services to use funds in a transitional housing program and Shelter + Care program under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

In summary, we follow the VAWA program policies and regulations with the goal of providing safeguards for the families falling under the VAWA related program requirements and refer households, as needed, to local domestic violence service provider partners. HACC has amended all its policies to comply with VAWA.



Jill Smith, Executive Director

Date

Attachment J PUBLIC NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Annual Plan effective 2021-2022 will be held on January 12th, 2021, at 10:00 AM via Zoom link. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A Public Hearing to comment on HACC's 2021-22 Draft Plan will be held on March 18, 2021, at 10:00 AM before the HACC's Board of Commissioners via Zoom link.

During the ongoing coronavirus pandemic, your Board of County Commissioners is keeping the public/stakeholders as aware of decisions, and as connected to them, as possible. While social distancing practices are occurring, the Board of County Commissioners is holding meetings virtually.

All residents are invited to join and provide comments live via Zoom. Prior to each meeting our Public & Government Affairs staff will provide a Zoom Technology link for the members of the public to speak live on topics and public hearings that will be available on our website <https://www.clackamas.us/news/2021-03-18/joining-the-board-of-county-commissioners-during-a-zoom-meeting>.

Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing Liane Tankersley at Ltankersley@clackamas.us. As normal, meetings will be archived on our YouTube Channel. Thursday Business Meetings will continue to be livestreamed to YouTube, for all to watch.

HACC developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01.

The Draft Plan will be available for review from January 14, 2021 – February 28, 2021, and can be found online at <https://www.clackamas.us/housingauthority/plansandreports.htm>. Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, open Monday through Thursday, 8AM to 6PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE Mcloughlin, Milwaukie, OR 97267.

ATTACHMENT K

Definition of Substantial Deviation and Significant Amendment or Modification 2021-2022 Annual Plan

Definition of Substantial Deviation and Significant Amendment

It is the intent of the Housing Authority of Clackamas County (HACC) to adhere to the mission, goals and objectives outlined in the Annual Plan and the Five-Year Strategic Plan (the Plans). The Plans, however, will be modified and re-submitted to HUD should a substantial deviation from program goals and objectives occur.

A. Definition of Substantial Deviation from the 5-Year Plan

- Any collective change in the planned or actual use of federal funds for activities that would prohibit or redirect HACC's strategic goals or mission of sustaining or increasing the availability of decent, safe and affordable housing while promoting self-sufficiency and asset development of families and individuals from being implemented as identified in Plans.
This includes elimination or major changes in any activities proposed, or policies provided in the Plans that would momentarily affect services or programs provided residents. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes.
- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the Plans that exceeds 25% of the of HACC's annual program budgets for Housing Choice Voucher (Section 8) or Public Housing activities.
- A need to respond immediately to Natural Disasters or Declarations of Emergency beyond the control of the Housing Authority, such as earthquakes, flooding, landslides, or other unforeseen significant event.
- A mandate from local government officials, specifically the governing board of the Housing Authority, to modify, revise, or delete the long-range goals and objectives of the program.

A substantial deviation does not include any changes in HUD rules and regulations, which require or prohibit changes to activities listed herein.

As provided in PIH Notice 2012-32 (HA), Rev. 3 – the following is excluded from the definition of Substantial Deviation: The decision to convert to either Project Based Rental Assistance or Project Based Voucher Assistance;

- 1) Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- 2) Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- 3) Changes to the financing structure for each approved RAD conversion.

B. Definition of Significant Amendment or Modification to the Annual and 5-year plans

- Changes of a significant nature to the rent or admissions policies, or the organization of the waiting list not required by federal regulatory requirements as to effect a change in the Section 8 Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy (ACOP).
- Changes to HACC's plans effecting the demolition or disposition of public housing, designation of senior or disabled housing, the homeownership program, and a plan to convert public housing units to other than assisted housing.
- This includes elimination or major changes in any activities proposed, or policies provided in the agency plan that would momentarily affect services or programs provided residents. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes.

C. Capital Fund Program Definition of Significant Amendment or Modification to the Annual and 5-year plan

- A change in the planned or use of Capital Fund that have a total expense in excess of \$250,000 in any single year.

Attachment L
HACC ANNUAL PLAN 2021-2022
Resident Advisory Board Meeting Agenda

Tuesday, January 12, 2021 10am – 1:30pm Via Zoom

Q. What are Hillside Manor residents now that the property has been re-habbed?

A. You are now representing S8 residents at this meeting.

Q. Has the Oregon City View Manor land has been sold?

A. No.

10:00 – 10:10 Welcome and Introductions

Every year, we are required by HUD to submit an Annual Plan for what we have accomplished in the prior year and what we plan to do in the coming year. This meeting will fill everyone in on this and what changes have been made to the Annual Plan itself. We welcome all comments and questions, which will be made a part of the Annual Plan.

13 staff and 11 RAB members were in attendance

10:10 – 10:25 Annual Plan Review – New Activities & Progress Report

Most of the new activities will be coming from Development, so this was discussed in the next section.

10:25 – 10:40 Development Update

Over next 5 years we will be converting our Public Housing properties to affordable housing. Many Housing Authorities are focusing on creating self-sustaining portfolios. Rehab and restructuring of Hillside Manor is the first to property to start this process. HACC submitted application to HUD for RAB and LIHTC rental assistance. The anticipated completion date of the Hillside Manor project is late 2021. Quantum Residential is managing the property and Patrice Brown Kennedy is the new on-site manager. HACC is taking all precautions regarding COVID including temperature checks for construction workers.

Hillside Park – late 2020 we submitted land use application to City of Milwaukie to allow 400 new housing units. It is currently under review. This year, we are submitting an application to HUD. If approved, HACC will work with Relocation Specialists to find housing for all residents who also will have opportunity to move back to the property after construction is completed.

Q: What is the date when the application process will be started and residents notified?

A. Our goal is mid-2021 and hopefully start relocation by the end of 2021 or the beginning of 2022. We should have the approval or denial from HUD mid-2021, then can start process.

Q. Is HSM about 55% completed?

A. Yes. We hope to have all construction completed by the end of summer.

One resident/RAB member commented that he loves new elevator because it talks to him.

Q. Has funding been secured for Hillside Park?

A. Not completely. We will not proceed until it's secured.

Q. How much notice to tenants to move?

A. Ample – 3-6 months. Residents will be issued a voucher which gives them 120 days to find other housing throughout all of the United States.

Q. When would we be moving out of Hillside Park?

A. End of this year earliest. Most likely 2022.

Q. What is the difference between housing and HUD?

A. Housing is subsidized by HUD. They provide the operating fund to run the property and CAP funds to maintain the property. There is no way for us to refinance or add debt to the property so for any big renovations needed, there is no funding source. LIHTC allows other funding and allows us to get out from under HUD. It also allows us to provide project based rental assistance. Other funds may also be brought in to help fund these projects such as Bond funds. Community reparations funds are also part of the LIHTC process. There will be banks and other investors in these projects.

Q. Will there be help to find housing?

A. Yes. Relocation services will help for in-state housing searches.

Q. Are we switching over to Section 8 in Hillside Park?

A. Hillside Park will be mixed. Anyone who currently lives there will be offered voucher.

Q. What if I can't find housing outside the Park with a voucher?

A. Residents can move back in with a Section 8 voucher once the construction is completed. If you can't find housing in the allotted time, extensions may be granted or may move into Public Housing units when they are available.

Scattered Sites has 145 properties throughout Clackamas County. The cost to maintain these units is high and the locations are spread over 260 square miles. HACC will be asking HUD for Section 18 Disposition Enhanced Housing Choice Vouchers for every household. This means, anyone who is relocated due to the sale will be provided vouchers, but our goal is to help and hopefully some of our current tenants get on a path to purchase these homes if possible through the use of FSS Escrow and IDA. Over the next year, HACC will be working on plans for repositioning Clackamas Heights and Oregon City View Manor. We are looking at Section 18 Disposition, RAD Conversion as options or a hybrid of the two. This will be planned out over the next few years.

The Metro Housing Bond – All bond funds for Clackamas County will run through the Housing Authority of Clackamas County. Our strategy is outlined in our implementation on our website. 18000 Webster Rd., when rehabilitated, will provide housing for homeless and very low income persons. The start project will be mid-2021. There will be 12 Permanent Supportive Housing units.

We also secured 200 vouchers from HUD to help with repositioning of our remaining properties. A map of all the properties that were discussed as well upcoming properties was placed in the Chat. It is also on our website.

HACC has awarded \$400,000 in grants to developers to build low-income housing units. Maple Apartments, Good Shepard and Fuller Rd. Station are being built/currently under construction.

Q. This is drop in bucket for people in need. Curious what are HACC's plans moving forward to help? When the eviction moratorium on rent ends, what is the foresight in housing to help? Everyone is going to be facing the same crisis. When folks think of developing housing, they don't think of the quality of the housing or the quality of life it affords for the folks in housing. Such as having very limited storage or no garages. That foresight need to be there. What are our plans moving forward for considering quality of life in housing?

A. From other RAB members: HACC is making plans to consider quality of life in future housing communities. Another RAB member and resident stated that she has finished the IGA program and is currently in the FSS program, and a Master's program on her own. She is looking forward to buying a home. She can understand the need or want for more storage, but feels that HACC has taken that into consideration. Thinks this is true of all housing, not just subsidized housing.

A. The Hillside Park master plan addresses some of this. It is recommended to look at the Housing website to see how it is being planned with open spaces, parking, and community areas. Also look at the Metro Bond for their housing requirements as well as Measure 26-10 which creates funds also. These funds are being given to housing authorities, and plans to spend the funds are being created now. The groups that are meeting to discuss these plans are service-oriented agencies. HACC is also looking at supportive housing which is needed to help those with trauma get back on their feet. It's a lot less strict, there are less barriers to housing, etc. Measure 26-210 is a State program. Not as strict as a Federal program.

Q. Are we considering looking at tax from marijuana sales? 51% goes to police departments. Why can't housing look into/take some of that money for housing?

A. Housing Authorities are a strong advocacy group within the State. We work with smaller Tenant protection advocacy groups and have a unique working relationship also with Landlord groups. We do our best at advocating for Low Income, Homeless and people facing housing crisis. We are fully aware of the long racial disparity stem from red lining and other practices in the past. We are trying to help guide our State to do better and be better as one part of the team in the process.

Q. Section 8 vouchers that will be given out to people; what protections will be given to people? Landlords move people or don't renew leases after one year or raise rents high.

A. 12 months' rent are frozen. The State after the first year protects the level of CPI that rents can't go over. In most cases, the Voucher program has to pay the difference in rent, not tenant.

Q. What are protections if the landlords don't renew leases?

A. Rent can only go up by CPI. Relocation will help if a tenant has to move to pay deposits. Tenants do not lose their voucher if a lease is not renewed, they retain the voucher and have to move, but moving is expensive and covering those costs admittedly are still an issue. In some cases, we can connect tenants to other resources to cover some of that expense.

Q. What about the property by Johnson Creek?

A. It is not a housing authority property.

10:40 – 11:00 Public Housing Updates – Review Attachment B

Review the portion of the Streamlined Annual Plan form (50075) that gets submitted to HUD regarding Public Housing.

Went down list of items checked that we will be discussing in the Plan. Discussed Revisions to the plan elements such as the Statement of Housing Needs, Deconcentration policy and Financial Resources, such as having to stay within the Urban Growth Boundaries to receive funding.

Discussed new activities. Development discussed most of this previously. It talks about what we have done and what we plan to do. Encouraged everyone to submit written questions and comments after reviewing.

Went over Progress Report portion of plan. What our goals are for new development, grants, vouchers, new construction projects in the works; a lot of the details to these are listed items are on our website. Discussed Fuller Road, Clayton Mohr, Webster Road, \$44,233,000 in Metro funds and other sources.

We discussed what we are doing to improve Equity, Diversity and Inclusion as a Housing Authority. Discussed ongoing trainings, policy changes as we acknowledge unseen or underlying issues that are not in alignment with our DEI goals, hiring with a DEI focus as we really want hires that have lived experience, expertise or with a diversity that matches those we serve.

Q. Why does the new lease change the “late by” date for rent?

A. We aligned our leases with Market practices. Most of you in Public Housing will be converting out of Public Housing eventually and this is a market practice. You can always with reasonable accommodation discuss options to avoid late fees with SSI coming on the 3rd of the month and late fees start after the 5th. In addition to this change we made payment options more flexible to ensure faster receipt of payment. You can now drop off payments in person or drop box, you can set up direct payments with your bank with resident services help if needed, and we are looking at online customer service café for payments in the future. Currently with COVID there are no late fees and Property Manager – Just sending out reminder letters right now. The Public Housing Property Managers are flexible about waiving late fees depending upon situations.

Q. Asked about Quantum’s policies regarding late fees and social security not coming on time.

A. Residents can talk to Quantum regarding a reasonable accommodation to change due date. One resident stated that they switched to auto-pay through her bank and she has never been charged a late fee since. Property Manager - we go by date the envelope is postmarked not the date the check is written.

Q. This flexibility is not known by all and serves as a bias toward helping some while others get “stuck” paying late fees. Is there a way to be more universal in communicating to tenants the avenues for having late fees waived? Like the FSS program thing we talked about, had we known reasonable accommodation might allow a part-time person to join.

A. That is a good point. We certainly can make reasonable accommodation a more universally known tool for all disabled tenants. For circumstances on a case by case basis to be more transparently fair, yes I think we can improve in that area of making tenants know what type of circumstances will get fees waived such as loss of employment, loss of child support in a given month. Definitely we can work on more universal understanding and creating a safe space with tenants to talk directly to their PM. On the

FSS topic, I will note we need to look at that policy on why only full time employed allowed to join now. I will write that down to research as that is a good point.

A. PM also noted the Lease is what residents can rely on for rules that are relied upon. Exceptions are harder to pin point as we don't know all the scenarios. It's up to tenant to get in touch with their Property Manager to let them know what's going on.

Q. Resident/RAB member hopes that this fluctuation of policy is general knowledge with all tenants. What was the percentage of people paying late Pre-Covid per property?

A. About 12%.

Q. RAB member wishes we had left late date as the 8th.

A. Change is hard, but we really do have good intentions of preparing all for general market practices. As discussed earlier, we also are working with tenants to improve payment options to ensure timely payments and will work on reasonable accommodation exceptions on a case by case basis.

Transfer policy based on family composition changed. We are softening and not requiring 2 per bedroom. If there are people to fill every bedroom we will let you stay as housed. Not strictly following the 2 per bedroom policy on EXISTING tenants.

Utility Reimbursement – HACC will make payment to family or we can pay utility company directly at tenant's request. It's Optional.

Transfer list – prioritized transfer policies. High priority vs. emergency.

Security deposits – Clearer language about security deposits not being transferrable from one housing unit to the next.

Cost of transfers – resident will bear cost for normal transfers.

Mailbox keys – HACC will pay a one-time fee when tenant is a new move in. If tenant loses keys, tenant responsible for replacement key.

Hearing are being done remotely.

Discussed the Rent Reporting Program that helps people improve their credit scores. There have been fantastic improvement results to date.

Nondiscrimination policy was discussed. HACC added a no tolerance policy of harassment of tenant, staff or guests of a protected class.

Screening Policy – major reduction to screening to reduce barriers.

Family Self-Sufficiency Program – Adding preference to help work-ready families. Also removing no debt requirement for money owed to PHA's.

Q. There should be a list of resources readily available for anyone. Especially the homeless.

A. Resident Services are available to help with any questions and can provide referrals.

Organization of the waiting list; moved to only one waitlist instead of waitlists by area.

The waitlist will be updated as needed.

11:15 – 11:45 Section 8 Policy Updates – Review Attachment A

Preferences – Reducing preferences and will be helping only those who cannot be served by Measure 26-10 funding outside the metro region.

Informal review and hearings added remote policy. Also added that uninvolved staff can conduct hearings as our hearings officer attorney is not always available.

Harassment Policy has been updated. Same as Public Housing's policy.

Family Self-Sufficiency Program same as Public Housing

Added preference for natural disaster families that have been displaced. Also added the option to move section 8 relocation clients to public housing if needed.

Homeless preference clients will now be served by 26-10 instead of Continuum of Care.

Q. When you move back in after relocation, is that security deposit paid for by housing?

A. The HACC will look into.

11:45 - 12:15 Capital Fund Overview: Attachments E-F

2020 was a rough year for completing projects.

In 2020, 21 units of flooring were completed.

Elevator replacement at HSM took a big chunk of Capital Fund dollars.

Cabinets were big expense to replace due to age (9).

Scattered site fencing project 28 units – over a mile of fencing.

Clackamas Heights units were tested for foundation skirting. In 2021 we will be doing all 100 units.

Q. If CAP Fund money is not spent, does it roll over? Do we have to use it or lose it? Cabinet expenses, etc. for cabinets and flooring?

A. Each unit has different prices depending on the size and condition of the unit. Services are contracted out.

CAP Fund is separate Federal grant money from housing. We have 2 years to obligate the money and 4 years to spend it. HUD also extended spending dates due to Covid.

2021:

Deck replacements were approved. 34 will be finished this year.

Skirting project will complete all 100 units at Clackamas Heights.

Modernization of Hemlock due to fire will be completed.

HACC-wide flooring replacement on turnover/as needed – 2 year project.

Asbestos abatement & monitoring – we have contractor who completes this for us and monitors.

Q. Why are floors at Hillside Manor being covered over not replaced?

A. You can encapsulate flooring and it is safe. We are removing asbestos ceilings. If we had more funding we would replace flooring.

Q. RAB/resident said she moved into Hillside Park a couple years ago. She and others have developed breathing problems.

A. RAB/resident stated that in the Manor, all floors are highly waxed and encapsulated and the ceilings have been abated.

Discussed breakdown of what we are projected to get for CAP funds this year and what anticipated expenses will be broken down by account.

Q. Line items 1430 – 1460 contract services? Are these costs public by line item? Are these contracts available for bid?

A. Yes. All work is made public for bid. It's all public information. The public can send in a request for this information. We have to justify expenses before we go out to bid.

12:15 – 12:30 Resident Services (Public Housing) Overview

This year is very different from past years as we have a much larger Resident Services Team. Includes dedicated staff to each neighborhood. Two Resident Services people are doing peer services and another is working on the public garden.

Started in March as a team to reach out to residents at the beginning of the pandemic and coordinated with services to help them; Oregon food bank, gleaners, other needs.

Financial impact with pandemic has been tremendous. Have been reaching out to residents to get their rent adjusted if income dropped or disappeared and help provide information to access rent resources.

Completed a survey as outreach tool and had over 500 household respond to see where help is needed. Will be putting out more newsletters to keep people up to date.

12:40 – 12:34 Annual Plan Timeline

Discussed what is coming up next regarding the Annual Plan.

Q. Would like to see more of these types of meeting throughout the year. Are there plans for more?

A. We would like to see that. Each community should have their own res advisory committee so meetings can be set up.

Q. How does the utility allowance work – why he doesn't get a check?

A. It was explained that residents pay 30% of income towards rent. People at \$0 income may get a check from Housing to help pay their utilities.

Q. Can residents transfer to Public Housing during relocation instead of taking voucher? A. Yes, but resident would need to talk to their relocation specialist to get on transfer list.

HACC ANNUAL PLAN 2021-2022 Public Hearing March 18, 2021

The public hearing was held during the Housing Authority Board Business Meeting. Attendees could attend live or via zoom.

Commissioner Comments

Chair Smith

Comment - worked on Hillside Manor project when she was a commissioner the last time. - Is happy that is finally being realized with remodel of Hillside Manor and rejuvenation of Hillside Park. Takes a long time when working with HUD. There are other opportunities beside the HUD opportunities for housing. Question - So, due to high cost of rents the funding for 2700 vouchers gets watered down to really only 1600 vouchers due to the high rent costs?

Answer – Yes, that is correct.

Question - Is there a waiting list for this voucher program?

Answer - Opened up the applications to build a waiting list and got more than 10,000 applicants in 4 days. Lottery to select 3000 randomly to go on the waiting list because you don't really want more than you can fill in the next 3-5 years on the wait list.

Question: It is a lottery so that is good since I didn't know if for instance somebody applied last year would they still stay on the list but then it goes back into the system and they are just chosen at random is that right?

Answer – Yes, unfortunately it is. Selected at random.

Comment – I think it used to be different but hey I'm not setting the rules for that, it's just the way it is. I don't know how you do it when the need is so great. Thank you.

Commissioner Savas

Comment – What you mentioned was happening at Hillside Manor and Hillside Park- densifying that and replacing the older housing is similar to what we discussed prior to you coming to Clackamas County with Oregon City Manor I believe in relationship to Rosewood Terrace, right? So we had a transition plan there as well to maximize the properties on Holcomb to densify that similarly. You didn't mention that in your plan and I am looking forward to understanding what happened there because I do know that the tax break we gave, the property tax break in particular with Rose Terrace was based on that transition plan. So I would like to learn more about that but not necessarily today but the question for today is.

Question - The transition out of public housing into voucher program and public/private partnerships –isn't the life cycle – Rosewood Terrace for example 60 year life cycle. Question two fold. What happens after year 60? Does it become a liability for the County or the Housing Authority? What happens for the future of public housing? Also, along the way in these public/private partnerships does that have the best protection for the actual cost of the rent that is applied to the voucher? Do we have more control or less control and what assurances do we have that will be as low as possible?

Answer – Those are excellent questions and it is one of the most controversial discussions in the country related to public housing because you are right, when Public Housing goes away and you are in these partnerships – there is no absolute guarantee that those will forever serve vulnerable people. So, deal by deal basis, it is critical that the Housing Authority as we fund these with Metro Bonds or we approve tax abatements or whatever other mechanisms we choose to move forward with that the Housing Authority should be giving first right of refusal at that 60 year point when those restrictions are lifted to ensure that it stays affordable forever. That is in place at Rosewood and I think we should prioritize that moving forward with all this new development going on.

Comment – It is incumbent upon us to think forward and think about what is going to happen at that point as I won't be around in 60 years.

Commissioner Schrader

Question - When you talked about the housing services money, the here together wrap around services, who might those non-profits be that you will contract with? I am curious on how that is going to work. How much are you going to handle internally with staffing already extended here in the county and how much is going to go (to non-profits)? Have we figured out that plan yet?

Answer – Our priority is to try to draw non-profits into Clackamas County that work throughout the whole community that are neighborhood based and that people know and feel comfortable working with. We don't have enough of those right now so it is likely we will have to invest in building that the first year or two but the intention is to limit the amount of County employee administration and staffing as much as possible to draw these folks in. I envision year one we may have to invest in helping to develop some culturally specific providers to come in Clackamas County and that is a totally eligible use of that funding and is a huge need in our community.

Commissioner Fischer

Comment - Would like to say thank you to Jill for all information and all of the work and I don't know if everybody else when you are going through the whole list, think oh wow we are doing so much, it is almost like you get tired of hearing of all of the activities and Clackamas County has been a real leader in the region and I just want to thank Jill and her team for their leadership on these issues.



April 1, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Proclamation to Make April 2021 Grange Month

Purpose/Outcome	Aknowledging Grange Month as April 2021
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	N/A
Previous Board Action/Review	N/A
Strategic Plan Alignment	Build public trust through good government.
Counsel Review	N/A
Procurement Review	N/A
Contact Person	Christina Terwilliger, Clerk to the Board, Interim (503-655-8581)

BACKGROUND: Every year in April the Board of County Commissioners have designated April as Grange Month. We have been asked by the Redland Grange #796 to designate April as Grange month for 2021.

RECOMMENDATION: : Staff recommends the Board approve a Proclamation to make April 2021 Grange Month.

Respectfully submitted,

Christina Terwilliger
County Administration



Proclaiming April 2021 as Grange Month in Clackamas County

Whereas, since 1867, the Grange has been a grassroots movement for the benefit of American families and local communities; and

Whereas, Grange programs are family oriented, beginning with Junior Grange for children of ages 4 through 13 for the purpose of getting children involved with their community, with agriculture, and with good citizenship; and

Whereas, Grange activities support personal development, leadership seminars, and foster a wide range of useful skills and abilities for personal growth through social, cultural, and educational programs; and

Whereas, Grange members attend public meetings, inform themselves of local, state, and national issues, and speak on behalf of those working in agriculture, producing food, fuel, and fiber; and

Whereas, members of the 16 active granges in Clackamas County ignite a passion in the community for service and involvement and outcomes of Grange advocacy are felt by nearly every citizen of Clackamas County today.

Now, therefore, the Clackamas County Board of Commissioners do hereby Proclaim April 2021 as Grange Month in Clackamas County. We urge the Citizens of the County to recognize and participate in Grange activities and support Clackamas County Granges.

Dated this 1st day of April 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Tootie Smith
Chair

Sonya Fischer
Commissioner

Martha Schrader
Commissioner

Paul Savas
Commissioner

Mark Shull
Commissioner



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 1, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**First Reading of Ordinance No. _____ Amending Chapter 10.03,
Determination of Waste Management Fees**

Purpose/Outcomes	Amend County Code Chapter 10.03 regarding determination of waste management fees.
Dollar Amount and Fiscal Impact	There are limited direct financial implications as a result of adopting or rejecting the proposed code amendment as presented in the Ordinance. If adopted, there would be staff time related to outreach when the fees are adjusted under the Ordinance, and costs related to using the contracted accounting firm to review the fee reduction at implementation.
Funding Source	Additional costs would be funded by solid waste franchise fees. No general funds would be used for these costs.
Duration	Indefinitely
Previous Board Action/Review	Issues Session: February 23, 2021 Policy Session: March 9, 2021
Strategic Plan Alignment	<ol style="list-style-type: none"> <i>How does this item align with your Department's Strategic Business Plan goals?</i> A core purpose in the Sustainability & Solid Waste Program is oversight of the garbage and recycling system to ensure franchisees can provide safe, efficient and timely services. <i>How does this item align with the County's Performance Clackamas goals?</i> Access to safe, convenient garbage and recycling services helps promote community health, livability, and responsible stewardship of natural resources. Fee reviews provide assurance that customers are provided fair value and charged a fair fee for the services they receive.
Counsel Review	Reviewed and approved by Counsel 3-22-21 NB
Contact Person	Rick Winterhalter, DTD Sustainability & Solid Waste 503-742-4466

EXECUTIVE SUMMARY:

On Tuesday February 22, 2021 Mr. John DiLorenzo made a presentation to the Board of Commissioners proposing an Ordinance amending County Code Chapter 10.03, Determination of Waste Management Fees. In response to Mr. DiLorenzo's presentation, the Board posed several questions and requested that staff convene the Solid Waste Commission for them to review and comment on the proposed Ordinance.

On February 25th, Mr. DiLorenzo sent a revised version of the proposed Ordinance. This version was submitted to the Solid Waste Commission for consideration on March 1, 2021, and is the code language under consideration in this first reading (Attachment 1). The Solid Waste Commission recommendation, and answers to the Board's questions were presented in a Policy Session on March 9, 2021. In the Policy Session the Board posed additional questions to staff, and moved to hold a first reading of the proposed Ordinance.

Background

Current Fee Review Process

The Sustainability & Solid Waste Program of the Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of the County's nine franchised solid waste collection companies. The purpose of the review is to ensure that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. The review is used to establish the fees charged for the variety of services required by the County, to ensure a fair return to the collectors, and to ensure reasonable collection rates for the residents of Clackamas County. The review process is assisted by a contracted certified public accountant who reviews franchisee financial records, creates summaries, and provides analysis.

The County undertakes an annual fee review, coupled with annual adjustments as necessary, to keep fees and real costs aligned. The adjustments may come in the form of fee increases, maintaining or lowering fees, adding additional collection services, or a combination of these options. In this process if there is a decrease in disposal costs (which account for approximately 20% of the cost of collection) the decrease is included and considered alongside other known and measurable increases in costs (e.g.: labor, equipment, trucks). Using this model these decreases have served to offset other cost increases that would have resulted in a rate increase, and accounts for how cost decreases are passed along to customers. Using the annual review model also prevents large and unexpected increases that can result from a less frequent review.

Proposed Ordinance

The Ordinance proposed by Mr. DiLorenzo would require the Board to directly reduce its garbage and recycling collection fees to reflect, commensurately, any reduction in Metro's tip fee, if reduced by Metro or required by a court. If a reduction is ordered by a court, the ordinance requires the Board to bypass the regular fee review process, implementing the reduction as soon as reasonably practicable. If a reduction is initiated by Metro or for other reasons, the ordinance would allow the reduction to be incorporated in the regular, annual fee review process and would allow the Board to use that reduction to offset other increased costs,

in a way that ensures that the full benefit of the reduction inures to the benefit of the customers. This adjustment does not go into effect for increases in Metro's tip fees. A reduction triggered by a court order would not be as expansive as the annual rate review process which considers other elements such as the cost of labor, equipment, fuel, new services, or rate of return to collectors (allowing for rate smoothing). Under this ordinance, the annual fee review process would continue. The proposed ordinance includes an emergency clause making it effective upon adoption.

Clarifying Questions

In the February 22, 2021 Issues presentation and the March 9, 2021 Policy Session the Board asked some clarifying questions. Some were answered directly by Counsel, or by Mr. DiLorenzo. Other questions, and answers from staff, are provided below.

Question: Has the Ordinance been discussed with the franchise holders?

Staff response: The collectors have representation on the Solid Waste Commission, and they were present at the March 1, 2021 Solid Waste Commission meeting. Staff also notified the collectors, who will have an opportunity to provide public comment during Ordinance first and second readings.

Questions: Does this duplicate the existing annual review process? How will approving the Ordinance affect the Board's ability to review fees?

Staff response: Under the ordinance if a court orders Metro to enact a reduction in the tip fee, the Board will be required to immediately adjust fees to reflect the reduction. The annual fee review, as outlined above, will continue under this ordinance, and will include, for the Board's consideration, any mid-cycle reduction implemented resulting from a court ordered reduction in Metro fees.

Question: What is the Solid Waste Commission's view of the proposed Ordinance?

Staff response: In response to this question being raised at the February 22nd Issues session, the Solid Waste Commission was convened on March 1, 2021. The staff report for the meeting is provide as Attachment 3. The Board's discussion in its Issues session was included for the Solid Waste Commissioners to observe. Additionally, in the meeting both Mr. DiLorenzo, and Shane Abma, Senior Attorney for Metro, were in the audience and were provided the opportunity to comment. In public testimony one member of the audience provided comment via chat on Zoom.

After deliberation, the Solid Waste Commission voted unanimously 6-0-1 (with one abstention) not to recommend adoption of the Ordinance. In their deliberation, the Solid Waste Commission expressed a general consensus that:

- The County's code currently provides the Board full authority and discretion to increase or decrease fees and pass on reductions or increased costs.
- The County's fee review process is extensive, and per code it considers and passes on the benefits of reductions in costs, to customers.

Question: Has the County ever enacted a rate reduction?

Staff response: Following the annual fee review process, which considers the full costs and saving within the system, the Board has held fees flat when Metro has decreased fees. In 2017 Metro reduced tip fees by \$1.30. In 2014 Metro reduced the tip fee by \$1.00. These reductions

were considered by the Board along with other increasing expenses. In each case the Board held the fee at previously approved levels.

Question: Does this code amendment force the Board to respond solely to a court ordered Metro fee reduction?

Staff response: The proposed amendment requires the Board to respond to any reduction in Metro's tipping fee, but treats a court-ordered reduction differently than other reductions. If a court orders a reduction in Metro's fees, the Board is required to change the Waste Management Fee Schedule. The amount of the change shall be commensurate to the court ordered reduction in Metro's fees, as soon as reasonably practicable, "...without the need to pass through the process for Determination of Waste Management Fees set forth in Clackamas County Code Section 10.03.340." Alternatively, if a reduction is initiated by Metro or for reasons other than a court order, the ordinance would allow the reduction to be incorporated into garbage and recycling fees in the regular, annual fee review process and would allow the Board to use that reduction to offset other increased costs, in a way that ensures that the reduction inures to the benefit of the customers.

Question: Does this code amendment reduce the Board's discretion to smooth fees?

Staff response: Yes. In the case of a court ordered reduction in Metro fees the Board must lower fees commensurate to the court ordered reduction. If other costs for garbage and recycling are increasing concurrently with a reduction from Metro, this amendment would increase the likelihood that a rate increase will be required in the months after a reduction. Smoothing to prevent large, unexpected, or more frequent increases is part of the existing fee review process.

Question: The March 9 staff report and the attached letter from Metro's Counsel appear to address two different subjects. Provide a bridge between the two documents.

Staff response: Mr. Abma's letter and the March 9, 2021 Policy Session worksheet address two different aspects of this proposed amendment. The Policy Session worksheet provides background and information on the content and effect of the proposed amendment to the County Code, including the Solid Waste Commission's recommendation. Mr. Abma's letter discusses some of the legal background related to the proposed Ordinance.

Additionally, clarity was requested on which transfer stations collectors can use (as noted in Mr. Abma's correspondence). Collectors are not bound to use public transfer stations. Collectors use the facility that provides the most efficient and cost effective routing. Some of the private facilities available for a select number of franchisees have higher fees than Metro. The County's collection fee uses the lower public transfer station's fee to calculate the disposal component of the residential collection fee.

Question: If the Board rewords the proposed code amendment to allow the Board discretion (smoothing) does it negate the effort to hold Metro accountable if there is a subsidy in their disposal fee?

Staff response provided by County Counsel: The Board's discretion related to establishing waste management fees appears to be a central issue in terms of whether private parties have standing to sue Metro directly. Presumably then, any revision to the code language that alters the Board's discretion over establishing waste management fees could impact related lawsuits involving these types of disputes.

This question was also addressed by Metro, including the subject of whether a subsidy is present. Metro Counsel's response is provided as Attachment 2.

RECOMMENDATION:

This staff report is provided as background and supplementary information as requested by the Board, based upon the February 22, 2021 direction by the Board to hold this first reading and public hearing in consideration of the proposed amendment, and a second reading scheduled for April 15, 2021.

Respectfully Submitted,

Cheryl Bell

Cheryl Bell, Assistant Director
Department of Transportation and Development

Attachments:

1. Ordinance No. _____, an Ordinance Amending Clackamas County Code Chapter 10.03, *Solid Waste and Wastes Management*, and Declaring an Emergency
2. March 14, 2021 Response from Metro Attorney Addressing a Commissioner Question
3. Staff report for March 1, 2021 Solid Waste Commission Meeting

**Attachment 1: Ordinance No. _____,
an Ordinance Amending Clackamas County Code Chapter 10.03,
Solid Waste and Wastes Management, and Declaring an Emergency**

ORDINANCE NO. _____

**An Ordinance Amending
Clackamas County Code Chapter 10.03, *Solid Waste and Wastes
Management*, and Declaring an Emergency**

WHEREAS, Clackamas County is responsible for governing the collection, storage, transportation, and disposal of all solid waste and wastes with unincorporated Clackamas County and, with intergovernmental agreements, select cities; and

WHEREAS, Clackamas County grants franchises to Collection Service Franchisees granting the right and responsibility to provide Collection Services (including the collection, transportation, storage, or disposal, of solid waste or wastes for compensation), and Collection Service Franchisees provide Collection Services to consumers in Clackamas County; and

WHEREAS, the Board of County Commissioners for Clackamas County establishes the Waste Management Fees (WMF) that Collection Service Franchisees may charge to consumers in Clackamas County for Collection Services; and

WHEREAS, Clackamas County Code Section 10.03.340 requires the Board of County Commissioners for Clackamas County to give due consideration to a variety of factors, including the cost of disposal, when determining the WMF Collection Service Franchisees may charge to consumers in Clackamas County for Collection Services; and

WHEREAS, Clackamas County Code Section 10.03.340 further requires the Board of County Commissioners for Clackamas County, in considering WMF increases or decreases, to find that the WMF will be just, fair, reasonable, and sufficient to provide required service to the public; and

WHEREAS, Metropolitan Service District (Metro) operates two waste transfer stations within Metro's jurisdiction, including one in Clackamas County, at which Metro charges a per ton solid waste rate or "tip fee" for the transfer of solid waste at its transfer facilities; and

WHEREAS, Collection Service Franchisees utilize one or more Metro transfer facilities for the disposal of waste collected in Clackamas County in the course of providing Collection Services to consumers in Clackamas County, where Collection Service Franchisees pay Metro's per ton solid waste rate or "tip fee"; and

**Attachment 1: Ordinance No. _____,
an Ordinance Amending Clackamas County Code Chapter 10.03,
Solid Waste and Wastes Management, and Declaring an Emergency**

WHEREAS, the Metro per ton solid waste rate or “tip fee” Collection Service Franchisees pay to Metro in the course of providing Collection Services to consumers in Clackamas County is a significant factor in determining the WMF Collection Service Franchisees may charge for Collection Services, and

WHEREAS, the Board of County Commissioners for Clackamas County finds that a just, fair, reasonable, and sufficient WMF requires that consumers in Clackamas County directly receive the benefit of any reduction in the per ton solid waste rate or “tip fee” Metro is permitted to charge to Collection Service Franchisees,

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 10.03 of the Clackamas County Code is hereby amended by adding the following:

A. Notwithstanding any other provision of the Clackamas County Code, in the event that Metro reduces or is required by a court or otherwise to reduce its per ton solid waste rate, “tip fee,” or any similar charge charged by Metro on a per ton basis and paid by any Collection Service Franchisee providing Collection Services to consumers in Clackamas County, the Waste Management Fee for Collection Services set by the Board shall be reduced commensurately so that one hundred percent of the reduction in fees paid to Metro as a result of Metro’s reduction inures to the benefit of residents paying for Collection Services in the form of a reduced Waste Management Fee paid by those residents.

B. The requirements of Section A apply to any reduction of Metro’s fees described therein that will last more than 30 days in duration. If the reduction of Metro’s fees described in Section A is the result of a court order, the commensurate reduction in the Waste Management Fee for Collection Services a Collection Service Franchisee may charge to residents described in Section A shall be implemented as soon as reasonably practicable without the need to pass through the process for Determination of Waste Management Fees set forth in Clackamas County Code Section 10.03.340. Otherwise, the process for Determination of Waste Management Fees set forth in Clackamas County Code Section 10.03.340 shall apply to the implementation of the requirements of Section A, provided, however, that the Board shall complete its process for Determination of Waste Management Fees as soon as reasonably practicable after receiving notice of any reduction in Metro’s fees and that if, in setting the new Waste Management Fee, the Board finds that the Waste Management Fee must cover any unrelated increase in costs, the Board may implement the reduction in the Waste Management Fee required under Section A as an offset to those unrelated increases in costs and that offset shall be deemed to inure to the

**Attachment 1: Ordinance No. _____,
an Ordinance Amending Clackamas County Code Chapter 10.03,
Solid Waste and Wastes Management, and Declaring an Emergency**

benefit of residents paying for Collection Services as an effective reduction of the Waste Management Fee those residents otherwise would be paying.

Section 2: Emergency Clause. The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of the ordinance is necessary to ease the economic impact on residents of Clackamas County of the cost of solid waste Collection Services should a reduction in the per ton solid waste rate, "tip fee," or any similar charge charged by Metro on a per ton basis occur. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Winterhalter, Rick

From: Shane Abma <Shane.Abma@oregonmetro.gov>
Sent: Sunday, March 14, 2021 4:13 PM
To: Winterhalter, Rick
Subject: Re: [External sender]Question: Clackamas Board

Warning: External email. Be cautious opening attachments and links.

Rick,

Here is Commissioner Savas' question as you described (and which I agree with based on video):

Comm Savas (55:34) "If we put discretion thing in there (relating to his earlier comments about "smoothing") does it negate the effort to hold Metro accountable if there is a subsidy between dry and wet waste so that one industry is not favored to the detriment of our rate payers."

As you know, plaintiffs have alleged in the lawsuit that Metro uses "wet" waste to subsidize "dry" waste costs. Metro disagrees with this assertion. There is no "subsidy" between dry and wet waste disposal. Thus, it's a little difficult for Metro to answer this question if the underlying premise is that there is a subsidy between waste streams. As I've mentioned earlier, Metro believes that it is complying with its charter regarding rate setting. Metro further believes that its actions can be challenged in court. In the current lawsuit, the court ruled only that *these particular plaintiffs* did not have standing to challenge Metro's rates because they don't pay them directly (the haulers do), and there was no guarantee that if Metro lowered its rate as a result of the lawsuit that these plaintiffs would have lower garbage bills. It was too speculative.

Accordingly, Mr. DiLorenzo's proposed ordinance is mostly about finding a way to allow his two clients (plaintiffs) to again sue Metro at some future date. Mr. DiLorenzo believes that if the County is **required** to lower its garbage rates if Metro lowers its disposal fees, then a court might find that plaintiffs have standing to sue Metro in the future. (In other words, a court may find that plaintiffs' garbage bills would automatically decrease if Metro is required to split its fees into wet and dry waste disposal).

It's my understanding that the Board currently has **full discretion** to lower rates as it sees fit, and to do so at any time it sees fit. This would include lowering garbage rates if Metro lowers its disposal fees. However, this ordinance proposes to take away the Board's discretion and **require** the Board to act if Metro's disposal rate is ever lowered (by Metro or by court order). As you are aware, Metro has in fact lowered its disposal fee twice in the last few years, and neither time did Clackamas County reduce residential garbage rates. Because the Board has full discretion on rates, it can use savings from a lower Metro disposal fee to enhance or expand other services, or it can use the savings to help offset other rising costs (fuel, health care, recycling, wages, etc) in order to keep garbage rates fairly steady.

Finally, I would note that if a court did order Metro to charge separate wet and dry waste disposal fees (instead of just a "garbage" disposal fee), this would likely **increase** costs for many Metro customers, including Clackamas County self-haul customers. It would also reduce recycling opportunities. Plaintiffs have only characterized this as a cost-saving lawsuit for residential garbage payers. **But others would pay more.** If

Metro is required by a court to split its “garbage” rate into two separate rates, then it is likely (though not guaranteed) that “dry” waste disposal costs would increase and “wet” waste disposal costs would decrease. Plaintiffs only speak of one half of that equation.

- Increased “dry” waste costs could increase fees on the hundreds of thousands of self-haul customers that come to Metro South and Metro Central every year. Self-haul customers generally bring “dry” waste in for disposal (think home remodels, cleaning out the attic or garage, etc). It’s my understanding that only one other private transfer station in the region offers self-haul services, so these customers do not have many options.
- Increased “dry” waste costs could affect large droboxes used by home remodelers, commercial builders and residential builders. This could potentially lead to increased construction and remodeling costs.
- If Metro has a separate and more expensive “dry waste disposal” cost, this may encourage other dry waste facilities in the region to increase their rates as well, thus increasing dry waste disposal costs region-wide. At least one dry waste facility has indicated that it keeps its rates low to better “compete” with Metro’s rate, but that facility will raise its rates if Metro is required to establish a more expensive “dry” waste disposal fee.
- Splitting rates will actually increase some operational costs at Metro South because “spotters” would be required to determine if a load is wet or dry. Those costs will likely be added to the disposal fee.
- Recycling opportunities could be reduced. Having two rates would create an incentive for someone to take a “dry” waste load (that costs more) and contaminate it with some “wet” waste to make it a “wet” waste load (which could cost less). This may make the load no longer viable for recycling opportunities, thus sending more waste to the landfills.

In short, Metro has charged a single “garbage” disposal rate since it first opened Metro South in the early 1980s and long before it even had a charter. It does so for environmental and public policy reasons. Metro does not distinguish between a “wet” and “dry” waste load. Plaintiffs conflate how Metro *manages* waste after it is received with the *service* Metro provides at the front door to its customers, and Metro is confident a court would agree.

Please let me know if you have further questions or follow up.

Best,

Shane

Shane Abma
Senior Attorney
Metro Regional Government
he/him/his

600 NE Grand Avenue | Portland, Oregon 97232-2736 | 971-209-2262 (mobile)
shane.abma@oregonmetro.gov



From: "Winterhalter, Rick" <rickw@clackamas.us>
Date: Friday, March 12, 2021 at 1:16 PM
To: Shane Abma <Shane.Abma@oregonmetro.gov>
Subject: [External sender]Question: Clackamas Board

CAUTION: This email originated from an **External source**. Do not open links or attachments unless you know the content is safe.

Shane:

We were hoping you could answer the question Commissioner Savas asked at the end of the Policy Session this past Tuesday. I believe I've captured the gist of the question on the attached file. I know you've listened to the recording and if you believe I've missed something critical in the question please bring it to my attention so I can make necessary changes in my report.

Have a great weekend,
rick

“Sometimes, carrying on, just carrying on, is the superhuman achievement.”
- Albert Camus, writer, philosopher

Oregon's 2050 Vision:

*Oregonians in 2050 produce and use materials responsibly
conserving resources •protecting the environment •living well*

Rick Winterhalter
Sustainability & Solid Waste Program
Clackamas County
150 Beaver Creek Rd.
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[Spam Email](#)
[Phishing Email](#)



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 1, 2021

Solid Waste Commissioners Clackamas County

Members of the Commission:

EXECUTIVE SUMMARY:

On Tuesday February 22nd Mr. John DiLorenzo made a presentation to the County's Board of Commissioners proposing an Ordinance to amend County Code Chapter 10.03. Specifically the ordinance will affect Chapter 10.03.340, *Determination of Waste Management Fees*. The presentation can be viewed here (beginning at 35:35).

<https://www.youtube.com/watch?v=EF590fqSNIs&feature=youtu.be>

On February 25th Mr. DiLorenzo sent an amended version of the proposed Ordinance. Both versions of the proposed Ordinance are included with this staff report.

The Board has set a policy session for Tuesday, March 9th to review the proposed Ordinance. In advanced of the policy session, the Board requested the Commission review the ordinance and provide their recommendation.

The purpose of today's meeting is to review the code amendment proposed in the Ordinance in the context of the affect it would have on the County's management of the solid waste collection system.

BACKGROUND:

Current Fee Review Process

The Sustainability & Solid Waste Program of the Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of the County's nine franchised solid waste collection companies. The purpose of the review is to ensure that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. The review is used to establish the fees charged for the variety of services required by the County, and to ensure a fair return to the collectors. The review process is assisted by a contracted certified public accountant who reviews franchisee financial records, create summaries, and provide analysis.

Historically the County has undertaken an annual review, coupled with annual adjustments as necessary to keep fees and real costs aligned. The adjustments may come in the form of fee increases, maintaining or lowering fees, adding additional collection services, or a combination of these options. In this process if there is a decrease in disposal costs (which account for approximately 20% of the cost of collection) the decrease can be used to offset other known and

measurable increases in costs (e.g.: labor, equipment, trucks). This review model prevents large and unexpected increases that can result from a less frequent review.

The Solid Waste Commission last recommended increasing fees in 2020. The Clackamas County Board of Commissioners adopted and made effective new fees on July 1, 2020. Based upon this fee increase the adjusted returns to revenue for franchise holders in the Urban zone fell within the established range of 8-12%. The combined Rural zone returns were below the lower limit of the range, and the total County composite returns also fell below the range.

Proposed Ordinance

In the February 22nd Issues session with the Board, Mr. DiLorenzo presented to the Board an Ordinance which makes amendments to County Code Chapter 10.03.340, *Determination of Waste Management Fees*. To provide the Commission with full context of this session the link to the meeting is provided above.

The amendment requires the Board to directly adjust fees to reflect any Metro proposed, or a court required, reduction in Metro's tip fee. This adjustment does not go into effect for increases in Metro's tip fees, and would not be as expansive as the annual rate review process which considers other elements like increased costs, adding new services or rate of return to collectors.

In response to the presentation, the Board asked some clarifying questions. These questions, and the answers from staff, are provided below.

Question: Have you discussed this with the franchise holders?

Staff response: *Staff was made aware of the proposed Ordinance in the February 22nd Issues meeting and then took action to notify the collectors. Additionally, collectors have representation on the Solid Waste Commission.*

Questions: Does this duplicate the fee review process? How will approving the Ordinance effect the Board's ability to review rates?

Staff response: *Under the ordinance if Metro enacts any reduction in the tip fee, the Board would be required to directly adjust fees to reflect the reduction. This reduction would occur at the time the tip fee is reduced. The annual fee review, as outlined above, would continue under this ordinance, and would also include consideration of the mid-cycle reduction when looking at the fee model.*

Question: What is the Solid Waste Commission's view of the proposed Ordinance?

Staff response: *This meeting has been called to provide this feedback to the Board of County Commissioners.*

Question: Has the County ever enacted a rate reduction?

Staff response: *Following the annual fee review process, which considers the full costs and saving within the system, the Board has held fees flat when Metro has decreased fees. In 2017 Metro reduced tip fees by \$1.30. In 2014 Metro reduced the tip fee by \$1.00. These reductions were considered by the Board along with other increasing expenses. In each case the Board held the fee at previously approved levels.*

FINANCIAL IMPLICATIONS:

There are limited direct financial implications as a result of adopting or rejecting the proposed code amendment as presented in the Ordinance. If adopted, there would be staff time related to outreach when the fees are adjusted under the Ordinance, and costs related to using the contracted accounting firm to review the fee reduction at implementation.

LEGAL/POLICY REQUIREMENTS:

ORS 459 and 459A authorize the County to franchise solid waste collection services. County Code Chapter 10.03 requires a review of the solid waste collection system to ensure the public receives the services required, and the County's franchisees are able to provide those services safely, efficiently, and with a reasonable return.

STAFF PARTICIPATION:

Staff has assembled Commission packets and scheduled this meeting.

OPTIONS:

1. Recommend approval of the amendment as written within the proposed Ordinance.
2. Recommend approval of the amendment as written within the proposed Ordinance with revisions as determined in this meeting.
3. Do not recommend approval of the amendment as written within the proposed Ordinance.

RECOMMENDATION:

Staff respectfully requests the Solid Waste Commission to consider this report and submit its recommendation to the Board of County Commissioners for their consideration.

Respectfully submitted,

Rick Winterhalter

Senior Sustainability Analyst
Department of Transportation and Development



Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

April 1, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order on a Request for Use of Either a Utility Vehicle or All-Terrain Vehicle on Public Roads as an Accommodation Pursuant to the Americans with Disabilities Act and Safety Concerns

Purpose/Outcomes	<i>Adopt a board order to formally deny an ADA accommodation request.</i>
Dollar Amount and Fiscal Impact	<i>N/A</i>
Funding Source	<i>N/A</i>
Duration	<i>Indefinitely</i>
Previous Board Action	<i>Board of County Commissioners (Board) held public hearings on February 3, 2021 and March 3, 2021. The Board voted 5-0 to deny each of the individual's requests.</i>
Strategic Plan Alignment	<i>1. Build public trust through good government.</i>
Contact Person	<i>Nate Boderman, 503-655-8364</i>
Contract No.	<i>N/A</i>

BACKGROUND:

On February 3, 2021, the Clackamas County Board of County Commissioners conducted a public hearing to consider two requests by John Andersson requesting an accommodation under the Americans with Disabilities Act (ADA) for use of either a utility vehicle (John Deere Gator) or an all-terrain vehicle (Yamaha Banshee ATV) as an “other powered mobility device” on roads managed and maintained by Clackamas County. At that hearing, the Board accepted public testimony and the recommendation of County staff. At the conclusion of the hearing, the Board voted to continue the hearing until March 3, 2021 for deliberation and decision only. The Board left the record open for additional written testimony to be submitted by February 25, 2021.

On March 3, 2021, the Clackamas County Board of County Commissioners reconvened for a public hearing for purposes of deliberation and decision. At the hearing, the Board voted 5-0 to deny the request for accommodation presented by Mr. Andersson.

A copy of a board order, with findings and conclusions, have been provided with this report. Adoption by the Board of the attached Board Order and findings would formally implement the Board's oral vote on March 5, 2021.

RECOMMENDATION:

Staff recommends the Board adopt the attached Board Order, which incorporates finding.

Respectfully submitted,

Nate Boderman
Assistant County Counsel

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

Regarding a request by John Andersson to evaluate the use of a John Deere Gator, Yamaha all-terrain vehicle, or other similar “powered mobility device” on County roads as an ADA accommodation



Order No. _____
Page 1 of 2

Whereas, this matter coming regularly before the Board of County Commissioners, and it appearing that on June 1, 2020, John Andersson filed a request with the Clackamas County Department of Transportation and Development (DTD) to request an accommodation under the Americans with Disabilities Act (ADA) for use of a utility vehicle (John Deere Gator) as an “other powered mobility device” on roads managed and maintained by Clackamas County.

Whereas, it further appearing that Mr. Andersson lives outside of Oregon City and Canby in rural Clackamas County, near the intersection of South Carus Road and Oregon Highway 213 and that Mr. Andersson requests accommodation to use his John Deere Gator on any road within Clackamas County at any hour.

Whereas, it further appearing that by letter dated August 19, 2020, DTD staff issued an opinion finding that the proposed accommodation was not necessary because Mr. Andersson already has meaningful access to the County’s road system by virtue of having a valid driver’s license and access to a standard automobile, and that the accommodation request, as proposed, was unreasonable as it would jeopardize the safety of both Mr. Andersson and the travelling public using the roads.

Whereas, it further appearing that on August 20, 2020, Mr. Andersson filed another request with DTD to request an accommodation under the ADA for use of an all-terrain vehicle (Yamaha Banshee ATV) as an “other powered mobility device” on roads managed and maintained by Clackamas County.

Whereas, it further appearing that by letter dated October 6, 2020, DTD staff issued an opinion finding that the proposed accommodation was not necessary because Mr. Andersson already has meaningful access to the County’s road system by virtue of having a valid driver’s license and access to a standard automobile, and that the accommodation request, as proposed, was unreasonable as it would jeopardize the safety of both Mr. Andersson and the travelling public using the roads.

Whereas, it further appearing that on December 10, 2020, Mr. Andersson filed a grievance with the County, requesting a review of the determinations made by DTD staff in their letters dated August 19, 2020, and October 6, 2020. Pursuant to County policy, the matter was scheduled for public hearing in front of the Board of County Commissioners (the Board).

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

Regarding a request by John Andersson to evaluate the use of a John Deere Gator, Yamaha all-terrain vehicle, or other similar “powered mobility device” on County roads as an ADA accommodation



Order No. _____
Page 2 of 2

Whereas, it further appearing that on February 3, 2021, the Board held a public hearing to accept testimony and evidence in this matter. The Board voted to continue the hearing until March 3, 2021 for deliberation and decision only. The Board left the record open for additional written testimony to be submitted by February 25, 2021.

Whereas, it further appearing that on March 3, 2021, the Board reconvened for a public hearing for purposes of deliberation and decision only. The Board voted 5-0 to deny the request for accommodation presented by Mr. Andersson.

Based on the evidence and testimony presented this Board makes the following findings and conclusions:

1. John Andersson filed requests with Clackamas County for an accommodation under the ADA for use of a utility vehicle (John Deere Gator) and an all-terrain vehicle (Yamaha Banshee ATV) as “other powered mobility devices” on roads managed and maintained by Clackamas County.
2. This Board adopts as its findings and conclusions the *Findings* document attached hereto and incorporated herein as Order Exhibit A, which finds grounds to deny Mr. Andersson’s requests.

NOW, THEREFORE, IT IS HEREBY ORDERED that the requests described herein are hereby DENIED, as identified in Order Exhibit A.

DATED this 1st day of April, 2021.

BOARD OF COUNTY COMMISSIONERS

Tootie Smith, Chair

Christina Terwilliger, Clerk to the Board

**BEFORE THE CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

Regarding a request by John Andersson to evaluate)	<u>FINDINGS</u>
the use of a John Deere Gator, Yamaha all-terrain)	
vehicle, or other similar “powered mobility device”)	Order Exhibit “A”
on public roads as an ADA accommodation)	

A. GRIEVANCE SUMMARY

1. On June 1, 2020, John Andersson filed a request with the Clackamas County Department of Transportation and Development (DTD) to request an accommodation under the Americans with Disabilities Act (ADA) for use of a utility vehicle (John Deere Gator) as an “other powered mobility device” on roads managed and maintained by Clackamas County. Mr. Andersson lives outside of Oregon City and Canby in rural Clackamas County, near the intersection of South Carus Road and Oregon Highway 213. Mr. Andersson requests accommodation to use his John Deere Gator on any road within Clackamas County at any hour.

2. By letter dated August 19, 2020, DTD staff issued an opinion finding that the proposed accommodation was not necessary because Mr. Andersson already has meaningful access to the County’s road system by virtue of having a valid driver’s license and access to a standard automobile, and that the accommodation request, as proposed, was unreasonable as it would jeopardize the safety of both Mr. Andersson and the travelling public using the roads.

3. On August 20, 2020, Mr. Andersson filed another request with DTD to request an accommodation under the ADA for use of an all-terrain vehicle (Yamaha Banshee ATV) as an “other powered mobility device” on roads managed and maintained by Clackamas County.

4. By letter dated October 6, 2020, DTD staff issued an opinion finding that the proposed accommodation was not necessary because Mr. Andersson already has meaningful access to the County’s road system by virtue of having a valid driver’s license and access to a standard automobile, and that the accommodation request, as proposed, was unreasonable as it would jeopardize the safety of both Mr. Andersson and the travelling public using the roads.

5. On December 10, 2020, Mr. Andersson filed a grievance with the County, requesting a review of the determinations made by DTD staff in their letters dated August 19, 2020, and October 6, 2020. Pursuant to County policy, the matter was scheduled for public hearing in front of the Board of County Commissioners (the Board).

6. On February 3, 2021, the Board held a public hearing to accept testimony and evidence in this matter. The Board voted to continue the hearing until March 3, 2021 for

deliberation and decision only. The Board left the record open for additional written testimony to be submitted by February 25, 2021.

7. On March 3, 2021, the Board reconvened for a public hearing for purposes of deliberation and decision only. The Board voted 5-0 to deny the request for accommodation presented by Mr. Andersson.

B. HEARING AND RECORD HIGHLIGHTS

1. The Board received testimony at a public hearing about this remanded application, on February 3, 2021. All exhibits and records of testimony are filed with the Clackamas County Equity and Inclusion Office. The following is a summary by the hearings officer of selected testimony at the public hearing.

2. Martine Coblenz, Clackamas County's Title II Compliance Officer, Nate Boderman, Assistant County Counsel, and Joe Marek, Clackamas County's Transportation Safety Program Manager, presented the staffs' report and recommendation.

3. John Andersson, the individual making the accommodation requests and filing the grievance, appeared on his own behalf.

- a. Mr. Andersson testified that Federal law authorizes him to these vehicles as mobility devices and that Clackamas County is obligated to modify their regulations and enforcement to allow him to use these vehicles on roads in the County.
- b. Mr. Andersson testified that he did have a valid Oregon driver's license and access to a conventional vehicle.
- c. Mr. Andersson testified that he believes the accommodation should allow him to travel on any road in the County at any hour and that he would not accept a condition or limitation on the routes he may travel or the hours of operation.
- d. Mr. Andersson testified that he does use the vehicles in question for farm use, but that he also uses the vehicles for personal use that have no relation to his farming activities.
- e. Mr. Andersson testified that the County was not entitled to use the "direct threat" defense and that County staff were generally misinterpreting and misapplying the applicable law.
- f. Mr. Andersson testified that he believes modifications, such as a reflective warning triangle or safety lights, could mitigate some of the

issues related to safety that have been raised. In support, Mr. Andersson noted that farm implements, such as tractors, are allowed to travel on roads and use the reflective warning triangle for safety.

- g. Mr. Andersson provided pictures of similar vehicles using public roads, although virtually all of those vehicles were outside the jurisdiction of Clackamas County.

4. At the conclusion of the hearing the Board held the record open until February 25, 2021, to allow Mr. Andersson and County staff the opportunity to submit additional written testimony. The additional written testimony was added to the record and provided to the Board on February 25, 2021.

5. The Board held a public hearing on March 3, 2021. At the beginning of the hearing, the Board explained any *ex parte* contacts they had in connection with this matter, and disclaimed any bias or conflicts of interest. At the request of a Commissioner, the Chair of the Board allowed a limited opportunity for Mr. Andersson to volunteer the nature of his disability and to put that information in the record if he wished to do so. At the conclusion of the testimony, the Board proceeded to deliberation and voted 5-0 to deny the request for accommodation presented by Mr. Andersson.

C. RULES

42 USCS § 12132: ADA Title II

“Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.”

28 § 35.104 Definitions.

Other power-driven mobility device means any mobility device powered by batteries, fuel, or other engines—whether or not designed primarily for use by individuals with mobility disabilities—that is used by individuals with mobility disabilities for the purpose of locomotion, including golf cars, electronic personal assistance mobility devices (EPAMDs), such as the Segway® PT, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair within the meaning of this section. This definition does not apply to Federal wilderness areas; wheelchairs in such areas are defined in section 508(c)(2) of the ADA, 42 U.S.C. 12207(c)(2).

8 § 35.137 Mobility devices.

(a) Use of wheelchairs and manually-powered mobility aids. A public entity shall permit individuals with mobility disabilities to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, braces, or other similar

devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use.

(b) (1) Use of other power-driven mobility devices. A public entity shall make reasonable modifications in its policies, practices, or procedures to permit the use of other power-driven mobility devices by individuals with mobility disabilities, unless the public entity can demonstrate that the class of other power-driven mobility devices cannot be operated in accordance with legitimate safety requirements that the public entity has adopted pursuant to § 35.130(h).

(2) Assessment factors. In determining whether a particular other power-driven mobility device can be allowed in a specific facility as a reasonable modification under paragraph (b)(1) of this section, a public entity shall consider—

(i) The type, size, weight, dimensions, and speed of the device;

(ii) The facility's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);

(iii) The facility's design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);

(iv) Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility; and

(v) Whether the use of the other power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

28 § 35.139: Defining Direct Threat

(a) “This part does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual poses a direct threat to the health or safety of others.

(b) In determining whether an individual poses a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.”

D. FINDINGS

The Board finds that the request for accommodation under the ADA for use of the utility vehicle (hereafter the John Deere Gator) and an all-terrain vehicle (hereafter the Yamaha Banshee ATV or Yamaha ATV) on roads in the County should be denied for the following reasons:

- 1) That Mr. Andersson already has meaningful access to the County's road system by virtue of having a valid driver's license and access to a standard automobile;
- 2) That the accommodation to allow a utility vehicle or all-terrain vehicle to access all roads in the County at all hours, effectively acting as a blanket exception for operation on any roads under the County's jurisdiction at any time, is not a reasonable modification of the generally applicable rules and regulations, or the enforcement thereof; and
- 3) That operation of the type of utility and all-terrain vehicles in question would jeopardize the safety of the operator and the travelling public, and allowing their use on any public roads in the County at any time is not a reasonable modification.

Each of the bases for denial will be discussed more fully below.

No Denial of the Benefit of Services

Mr. Andersson testified that he did possess a valid Oregon driver's license, and had access to a street-legal vehicle. The Board did not understand any of the other evidence presented to demonstrate that Mr. Andersson is physically incapable or otherwise precluded from using a standard vehicle. Accordingly, the Board finds that Mr. Andersson already has meaningful access to the County's road system and, while a conventional vehicle might not be his preferred method of transport in light of his disability, for the specific reasons that follow, use of a conventional vehicle is the transport mode that is the safest for all users under the circumstances. Since Mr. Andersson is able to access the County's road system with a conventional vehicle, the Board finds that continuing to prohibit the use of a John Deere Gator or Yamaha ATV on public roads as an ADA mobility device does not function to deny Mr. Andersson the benefit of the use of the public road system in Clackamas County, and no modification to those standards or related enforcement is warranted under the circumstances.

An Accommodation to Access All Roads in the County at All Hours is Not Reasonable

The Board understands Mr. Andersson's accommodation request to broadly encompass the use of either the John Deere Gator or the Yamaha ATV in a manner that is unrestricted. More specifically, the Board does not understand Mr. Andersson to be amenable to any condition which might limit the operation of either the John Deere Gator or the Yamaha ATV to particular routes or to hours of the day in which there is daylight.

As discussed in detail in the section below, staff from DTD's transportation safety program have evaluated the safety impacts of Mr. Andersson's proposals, and in particular the roadways in the immediate vicinity of Mr. Andersson's residence, and have found that the John Deere Gator and ATV cannot be operated in accordance with legitimate safety requirements. The Board agrees with staff's assessment. The Board has no reason to

believe that the specific roads evaluated as part of staff's safety analysis are necessarily unique or present any risks that are atypical of those one might encounter on other roads in the County. Put another way, the specific roads that are evaluated below are fairly representative of the types of roads found throughout Clackamas County. There are, of course, roads in the County that are more hazardous to the travelling public than those roads evaluated below, due to such things as deficient design, traffic volumes, or prevailing speeds and it follows that if safety cannot be achieved on the roads evaluated below, it cannot be achieved on roads that are inherently more dangerous in the County either. If Mr. Andersson were amenable to certain mitigation measures, such as travel restrictions on particularly dangerous roadways, designation of specific routes so that warning signage could be posted on those roadways, or operation during daylight hours when it is objectively safer to be operating a vehicle, the question of whether Mr. Andersson's request for accommodation is reasonable might be a closer call. As presented, however, the Board finds that the proposal to access all roads in the County at all hours would not be a reasonable accommodation.

Safety Considerations Associated with the Use of the John Deere Gator and Yamaha ATV Vehicles at Issue on Public Roads Demonstrate that the Accommodation Requested is Not Reasonable Under the Circumstances

Even assuming that Mr. Andersson can demonstrate that he is being denied the benefit of the use of the public road system in Clackamas County in light of the fact that he possesses a valid Oregon driver's license and has access to a street-legal vehicle, and assuming that using the types of vehicles at issue on any road in the County at any hour without restriction can be characterized as a reasonable accommodation, for the reasons that follow, the Board finds that the proposed use of the John Deere Gator or Yamaha ATV cannot be operated in accordance with legitimate safety requirements, further demonstrating that the particular request is not reasonable under the circumstances.

State Laws Related to All-Terrain Vehicles

Oregon Revised Statutes (ORS) Section 821.190 prohibits the use of all-terrain vehicles on a highway. There are exceptions for farm use under ORS 30.930. While Mr. Andersson is apparently using the John Deere Gator and Yamaha ATV in conjunction with farm activities, the exception in state law does not extend the exemption to personal use of those vehicles beyond that which is directly related to farm use.

Manufacturer Warnings for a John Deere Gator

Off-highway vehicles such as John Deere Gator have very specific warnings about highway use, for example, for a Gator Model XUV825M: "*For off-road use only. Do not use on public roads.*" Given the fact that the vehicle is designed for off-road use, it meets none of the standards of the Federal Motor Vehicle Safety Standards of the United States. The term "warning" as used within the operators manual means "WARNING; The signal word WARNING indicates a hazardous situation which, if not avoided, could result in death or serious injury."

A machine safety label warning indicates “*The utility vehicle’s tires are designed for off-road use only. Paved surfaces may seriously affect handling and control of the vehicle. If you must operate on a paved surface, travel slowly and do not make sudden turns or stops.*”

Manufacturer Warnings for a Yamaha ATV

Vehicles such as a Yamaha ATV have similar specific warnings about highway use. Based on the vehicle identification number (VIN) Mr. Andersson provided to DTD staff for his Yamaha ATV, JY43GG0361C027858, it is a 2001 Yamaha Banshee. A warning in the owner’s manual introduction states: “AN IMPORTANT SAFETY MESSAGE – THIS ATV IS A HIGH PERFORMANCE ATV FOR OFF-ROAD USE ONLY, FOR SPORT TYPE RECREATIONAL AND COMPETITIVE USE BY EXPERIENCED OPERATORS.” A further warning label states: “NEVER operate on public roads – a collision can occur with another vehicle” and “avoid paved surfaces – pavement may seriously affect handling and control.” Similar to the John Deere Gator, the Yamaha ATV is designed for off-road use and meets none of the standards of the Federal Motor Vehicle Safety Standards of the United States. Under the Safety warnings, the owner’s manual states “Always avoid operating an ATV on any paved surfaces, including sidewalk, driveway, parking lots and streets” and “Never operate an ATV on any public street, road or highway, even a dirt or gravel one.”

Roadway Information and Risk Evaluation

As alluded to above, Mr. Andersson did not specify certain routes that he would be using this off-highway vehicle on, and indicated in his testimony to the Board that any such route restriction would be unacceptable in his view. DTD staff examined several different roads in the vicinity of Mr. Andersson’s residence to assist in the evaluation of Mr. Andersson’s request. The Board concurs with DTD staff’s analysis and adopts it as its own. This evaluation used those risks described in 28 CFR 35.137. The table below shows a list of various roads with their name, posted speeds, functional class, and shoulder width (the Study Area).

ROAD NAME	SEGMENT	FUNCTIONAL CLASSIFICATION	POSTED SPEED LIMIT (MPH)	Average Daily Traffic (2018) (veh/day)	SHOULDER WIDTH (feet)	CRASH RATE (crashes/million vehicle miles traveled)	CRASH RATE STATE AVG. (crashes /million veh. miles traveled)
Beaver Creek Road	Leland - Spangler	Major Arterial	35/45/55	9,500	0-6’	0.58	0.79

Carus Road	Beavercreek Rd – Hwy 213	Collector	55	500	0-3	4.63	1.59
Spangler Road	Beavercreek Road-Hwy 213	Minor Arterial	55	1,000	0-4	1.13	1.17
Kamrath Road	Spangler Rd – Beavercreek Rd	Collector	45/55	1,500	0-4	3.36	1.59

All of the roadways in the Study Area are either high volume, high speed or both. Additionally, all of these roads have very limited shoulder area with the exception of a small portion of Beavercreek Road between Steiner and the main part of Beavercreek which has a 5-6 foot shoulder on one side.

Risk Evaluation-Conflicts with Conventional Vehicles

Factors that DTD staff considered for assessing the risk for the operator and other users of the roads in the Study Area included:

- Posted Speed of Roadway
- Average Daily Traffic Volume
- Horizontal and vertical road geometry
- Shoulder width
- Speed differentials between the John Deere Gator/Yamaha ATV and conventional vehicles
- Weight difference between the John Deere Gator/Yamaha ATV and conventional vehicles
- Crash Rate

Roadways in the Study Area are mostly posted at 55 miles per hour (MPH) with a few segments posted at 35 or 45 MPH. Typical travel speeds are slightly higher than the posted speeds, so for example, on a road posted at 55 MPH, it is not unusual to have motorists traveling at 60 MPH.

When the John Deere Gator is used on the roads in the Study Area, it would occupy the full travel lane due to its width of approximately 60 inches and lack of wide shoulders to drive on. When the Yamaha ATV is used in that same area, it would occupy approximately one-half of a travel lane due to its width of approximately 43 inches and lack of wide shoulders to drive on. As either the John Deere Gator or the Yamaha ATV travels down the road, it is likely traveling at speeds around 20-25 MPH, much slower

than prevailing traffic along a roadway, resulting in speed differentials in excess of 30 miles per hour creating significant risk to the operator of the John Deere Gator or the Yamaha ATV and the person(s) in the conventional vehicles. A common example includes a roadway with undulating vertical alignment where the John Deere Gator or the Yamaha ATV may be out of sight at the bottom of a hill and a conventional vehicle may come over a rise and not see it. Since the traveling public is not expecting to see an off-highway vehicle traveling on a paved roadway at a slow speed, the drivers of the street-legal vehicles will be unprepared for the hazard created by the off-highway vehicles. In this situation, the conventional vehicle operator might hit the off-highway vehicle, swerve into oncoming traffic or possibly go off the road to the right in an attempt to avoid a collision.

There are also considerable weight differentials between off-highway vehicles such as the John Deere Gator or the Yamaha ATV, and a conventional street legal vehicle. For example, a John Deere Gator XUV825M weighs approximately 1,8000 pounds and a Yamaha Banshee weighs approximately 412 pounds. Conventional vehicle weights vary from around 3,000 pounds for a small sedan to over 7,000 pounds for a pickup. A collision between a street legal vehicle and a John Deere Gator or an ATV would very likely result in a fatality given the weight difference and lack of occupant protection.

Examination of crash rates in terms of million-vehicle-miles-traveled is another indicator of the level of safety and risk. The Oregon Department of Transportation produces crash rate tables. This data is extracted from the “*2018 State Highway Crash Rate Tables*,” dated July, 2020. This data shows that the roads in the Study Area are close to the average or above the average. Of course the crash rate changes depending on the traffic volumes and number of crashes, but is generally representative of a relative average. Particularly, on Carus Road and Kamrath Road, the crash rates are higher than the average. This is likely attributed to the horizontal and vertical alignment of the roads, which is a factor that can make seeing large slow moving vehicles, such as a John Deere Gator or Yamaha ATV more difficult.

Mr. Andersson testified that the County was speculating as to the safety risks that were presented by his use of the John Deere Gator and Yamaha ATV. The Board finds, however, that it is not speculative for staff to assert that, due to the significant size, weight, and speed differences between the vehicles at issue here, and conventional vehicles, that the use of the vehicles in Mr. Andersson’s proposal on public roads poses significant safety risks. Based on the analysis presented, the possible effects of the requested modification are known and are not based on speculation.

Further, the Board finds that these risks relate to safety issues directly related to the operation of these types of vehicles on these types of roads, and are not in any way biased based on disability. The Board finds evidence in the record compelling to show that the requested modification will result in a “direct threat” to the safety of others and in this case, concerns for public safety should override the requested accommodation. Beyond the safety risks associated with the specific roads that has been summarized above, because Mr. Andersson in this case requests access to all roads in the County without

limitation, it is impossible for Defendant to take steps to mitigate or eliminate the safety risks posed in a manner that might make the requested accommodation reasonably safe.

Mr. Andersson testified at length in writing and at the hearing that he was not a direct threat, that the County was not entitled to the “direct threat” defense and was misinterpreting the law. For the reasons stated above, the County is entitled to characterize the use of these types of vehicles on public roads as a “direct threat” to the safety of others, and therefore conclude that the concerns for public safety should override the requested accommodation. As County staff made clear at the hearing and as the record and these findings demonstrate, the County has never taken the position or asserted in any way that Mr. Andersson is personally a direct threat to anybody. More to the point, the County has never alleged that Mr. Andersson is incapable of operating the John Deere Gator or Yamaha ATV as a result of his disability. The County has been consistent in its analysis that the “direct threat” characterization would apply to any individual that operated a similar vehicle on these types of roads. Any individual, regardless of ability or disability, would qualify as a direct threat in staff’s opinion given the circumstances.

Mr. Andersson testified that farm implements, such as tractors, are permitted under state law to drive on public roads and that he should be allowed to do the same. The Board notes that Mr. Andersson is free to use the vehicles at issue to the full extent under the law in connection with farm use. The state legislature has created an exception that is specific to farm use which the County recognizes. On the other hand, Mr. Andersson’s personal use of the John Deere Gator and Yamaha ATV are prohibited by state law. The Board finds that the farm use authorized by state law, and the personal use desired by Mr. Andersson are not equivalent in the sense that the farm use exemption likely results in farmers moving specific equipment from contiguous farming units, or farming units that are located in close proximity to each other, that are separated by public roads, whereas Mr. Andersson has testified that he would like the ability to drive his John Deere Gator and Yamaha ATV potentially anywhere in the County and use it as a substitute for a conventional vehicle. The legislature’s authorization of the use of these vehicles on public roads is less an indication that they are safe to operate on public roads (they are not and their use unrelated to farming activities is prohibited), and more of a recognition that vehicles used for farming purposes will rarely need to use public roads, and when they do it will almost exclusively be for very short trips. The Board finds that the state legislature’s exemption for farm use does not support the personal use proposed by Mr. Andersson in this case.

Mr. Andersson provided pictures of similar vehicles operating on public roads, presumably to demonstrate that these are either allowed outright in other jurisdictions, or that their use is not enforced. Nearly all, if not all, of the pictures appear to be from other jurisdictions. The County is not aware of any condition under which these types of vehicles would be allowed to operate on roads under its jurisdiction. Further, many of the pictures appear to be taken in urban areas where the roads and conditions are much different than what one would experience on the types of rural, higher speed roads that were evaluated above. It is entirely plausible that an accommodation of the type sought by Mr. Andersson could be found to be reasonable if limited to roads sharing the types of

characteristics that were represented in the pictures. As noted, Mr. Andersson seeks an accommodation on all roads in the County.

Mitigation

In this particular case, the proposed mobility devices, a John Deere Gator and a Yamaha ATV, were not designed by the manufacturers for on-road use and have been determined by the manufactures to not be safe for operation on public roads per the operator's manual. Under the circumstances, DTD staff believes the approach that would provide the most reasonable degree of safety for the user and the travelling public with regards to the safe operation of either the John Deere Gator or the Yamaha ATV on the county roads would be the addition and construction of a dirt shoulder area adjacent to each road permitted for use. While providing a dirt shoulder would cost less than a gravel shoulder, which averages approximately \$700,000 per mile and would require the acquisition of property from adjacent landowners, providing this dirt shoulder would still be cost prohibitive, even if the accommodation were limited to the Study Area. Again, Mr. Andersson is not amenable to a limitation on his proposed accommodation based on previously authorized routes. The Board endorses DTD staff's evaluation, and specifically finds that there is not a feasible way for the County to provide a modified accommodation for the use of the John Deere Gator or the Yamaha ATV because of cost to the County and the impacts to adjacent properties.

Mr. Andersson testified that certain mitigation could address the safety issues raised by DTD staff. Notably, a reflective safety triangle could be installed on the vehicles and is of the type commonly used by farm equipment travelling on the roads. One Commissioner raised the question of safety modifications that could be made to the vehicles to help address safety considerations. Staff responded that it is possible that modifications could be made to help make the vehicles safer, and perhaps even reach a point where the vehicles could be deemed street-legal by federal standards. That said, staff does not believe the state would license the vehicles, which would still prohibit their operation on public roads for personal use. Further, the safety modifications proposed by Mr. Andersson and evaluated by staff would not address some of the more problematic safety issues around weight and speed differentials (compared to conventional automobiles), and would do nothing to mitigate any issues associated with the design or nature of the roadways themselves. Limiting the use of the John Deere Gator or the Yamaha ATV to certain routes and during certain hours of the day would contribute to a safer solution, but at this point, without any indication as to which routes or hours might be acceptable, it is hard for staff theorize whether this approach might produce effective mitigation or result in a reasonable accommodation.

D. CONCLUSION AND DECISION

Based on the findings and discussion provided or incorporated herein, the Board hereby denies Mr. Andersson's request for accommodation under the ADA for use of the utility vehicle (John Deere Gator) and an all-terrain vehicle (Yamaha Banshee ATV) on roads in the County.

April 1, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #1 with the
University of Wyoming, Wyoming Survey & Analysis Center

Purpose/Outcome	Wyoming Survey and Analysis Center (WYSAC) is responsible for collecting, recording, managing, analyzing, and reporting data for the Strategic Prevention Framework – Partnerships For Success program. This amendment adds funds to focus on identifying risk factors related to underage marijuana and alcohol use and engage/recruit Youth Advisory Board members in order collect and analyze data to prevent the onset and reduce the progression of youth substance abuse and its related problems in rural Sandy and Estacada.
Dollar Amount and Fiscal Impact	Amendment adds \$21,500 for a maximum value of \$216,500. No County General Funds are involved.
Funding Source	Substance Abuse & Mental Health Services Administration Catalogue of Federal Domestic Assistance (CFDA) #93-243
Duration	Amendment is for services to be completed between 2/1/21-9/30/21
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This IGA amendment has been reviewed and approved by County Counsel on 3/2/21: KR
Procurement Review	Was the item processed through Procurement? No. Federally funded IGA
Contact Person	Jessica Duke 971-291-8569
Contract No.	CFCC 9566

BACKGROUND:

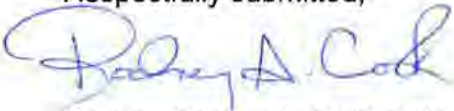
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment with the University of Wyoming, Wyoming Survey & Analysis Center to collect and analyze data for performance measures and reporting for the Strategic Prevention Framework (SPF) – Partnerships for Success (PFS) program in Sandy and Estacada. SPF-PFS works to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level.

This Intergovernmental Agreement amendment is effective upon signature by all parties for services starting on February 1, 2021 and terminating on September 30, 2021. This Amendment has a maximum value of \$21,500 and no county funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Rodney Cook, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney Cook, Interim Director
Health, Housing & Human Services

**AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY CHILDREN, FAMILY, AND
COMMUNITY CONNECTIONS AND
UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS CENTER**

1. The parties to the above-referenced Agreement dated 12/12/2019 do hereby amend the Agreement as follows:
 - 1) Section 5 is amended to add "The Client agrees to pay WYSAC an additional fixed price amount of \$21,500 for work outlined in Attachment A1 to this amendment. The period for this additional work will run from 02/01/2021 through 09/30/2021. Separate tracking of work done will be logged and distinguished on invoices and will be sent to differentiate work done on the amendment.
 - 2) The Client agrees to pay WYSAC within thirty (30) days after the Client receives and approves WYSAC's invoice.
2. All other provisions of the Agreement remain unchanged and are hereby ratified and affirmed. In the event of any inconsistency between the Agreement and the Amendment, the terms of the Amendment should be construed as final and binding.


THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

3. Signatures. In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The effective date of this Agreement is the date of the signature last affixed to this page.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS AMENDMENT:

Rodney Cook, Interim Director, Health, Housing & Human Services, Clackamas
County Date:

Elizabeth A. Roumell, Executive Director Date
University of Wyoming, Wyoming Survey & Analysis Center

 February 23, 2021

Diana G. Hulme, Associate Vice President for Research Date
University of Wyoming, Office of Research and Economic Development

Attachment

A1

Responsibilities of Parties.

1. The client will be responsible for:
 - A. Communicating in a timely and responsive manner to all requests from WYSAC, including assistance in the reporting and interpretation of data.
 - B. For each upcoming year, notify WYSAC annually of funding renewal.
 - C. In the event of funding non-renewal both parties are excused from further performance of this agreement except the wrap up issues that usually arise in such matters with termination.
2. WYSAC will be responsible for:
 - A. Providing the services and deliverables set forth in the scope of work attached hereto as Attachment A and incorporated by this reference herein.
 - B. Providing training to Client on how to effectively use and understand data.
 - C. Providing technical assistance to Client on how to use project-specific data to improve programming and document the achievement of program outcomes.
 - D. Sunshine Consulting will be responsible for:
 1. Providing the services and deliverables set forth in the scope of work attached hereto as Attachment A and incorporated by this reference herein.
 2. Providing training to Client on how to effectively use and understand data.
 3. Providing technical assistance to Client on how to use project-specific data to improve programming and document the achievement of program outcomes.

Key Tasks

- Literature review
- Question development
- IRB application
- Participant Recruitment
- Interviews Conducted
- Interviews Transcribed
- Interviews Coded
- Interviews Analyzed
- Report Development
- Presentation Development

Deliverables	Project Costs	Total Cost
Literature review	40hrs	2500

Question development/IRB application (consultation with YAB)	40hrs	2500
Interview Process (recruitment through coding)	115hrs	7500
Data Analysis	75hrs	5000
Report and Presentation Development	60hrs	4000
Total	330	21500

April 1, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to the Cooperation Agreement with the Corvallis Neighborhood Housing Services Incorporated, dba DevNW and Community Development Division to provide additional CDBG funds for Sanitary Sewer System Development Charges for Housing Project

Purpose/ Outcome	The Amendment (No. 2) will allow for Community Development Block Grant (CDBG) funds to assist with Sanitary Sewer System Development Charges (SSSDC's) to connect the future 11 cottage homes to the Right-of-Way.
Dollar Amount and Fiscal Impact	Original Cooperation Agreement CDBG Funds for land acquisition: \$220,000 Cooperation Amendment No.1-process through Title Company: \$ 0 <u>Cooperation Amendment No.2-Contingency CDBG Funds/SSSDC's \$ 80,000.</u> Total County's proposed use of CDBG funds for 11 Tiny Houses: \$300,000 DevNW share of funds for land acquisition: \$179,900 No County General Funds are included in this Amendment (No. 2).
Funding Source	U.S. Department of Housing and Urban Development CDBG funds
Duration	TBD by the Construction Schedule 2021-2022
Previous Board Action/ Review	The BCC approved the Cooperation Agreement on October 29, 2020.
Strategic Plan Alignment	1. Building a strong infrastructure 2. Improved community safety and health.
Counsel Review	The Cooperation Agreement was reviewed and approved by County Counsel 1. October 14, 2020 2. AN
Procurement Review	1. Was the item processed through Procurement? No. 2. Item is an Cooperation Amendment (No. 2)
Contact Person	Mark Sirois, Manager - Community Development: 503-351-7240
Contract No.	H3S 9913

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Amendment to a Cooperation Agreement with DevNW for acquisition of vacant land for low-moderate homeownership. The U.S. Housing and Urban Development (HUD) guidelines support the use of Community Development Block Grant funds for land acquisition and infrastructure development. The original Cooperation Agreement determined the roles of DevNW and the County regarding use of the purchased property, contractual administration, purchase details as well as the duties of all parties involved with the acquisition process. On February 18, 2021 DevNW sent a letter requesting additional CDBG funds for the project. The site address is 16124 SE Webster Road, Milwaukie, Oregon 97267.

PROJECT OVERVIEW: The Community Development Division of the Health, Housing and Human Services Department requests the approval of Amendment #2 to the Cooperation Agreement to pay for the sewer connections for all 11 cottage houses to the Public Right-of-Way as required by Clackamas County Water Environmental Services (WES) for this project. The requested \$80,000 dollars are funds that are from a cancelled project. Thus, the Community Development Division has these funds available to DevNW.

RECOMMENDATION: We recommend the approval of this Amendment #2 and that Rodney A. Cook, Interim H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing Human Services

Attachments: Amendment #2

**AMENDMENT TO
COOPERATION AGREEMENT
Between**

**CLACKAMAS COUNTY HEALTH HOUSING AND HUMAN SERVICES
DEPARTMENT, COMMUNITY DEVELOPMENT DIVISION
And**

**CORVALLIS NEIGHBORHOOD HOUSING SERVICES
INCORPORATED, DOING BUSINESS AS DEVNW**

H3S Contract #: 9913

Board Order #: N/A

Amendment Requested by: Mark Sirois, CD Manager

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.2:

The Cooperation Agreement between Clackamas County Community Development Division (CDD) and the Corvallis Neighborhood Housing Services Inc. (DbA DevNW) have determined there is a need to add more Community Development Block Grant (CDBG) funding to this project.

Justification: DevNW requested additional CDBG funds to assist with Sanitary Sewer System Development Charges (SSSDC's) required by Clackamas County Water and Environmental Services (WES) for eleven (11) future cottage cluster of tiny houses. A CDBG project was cancelled which will provide the needed \$80,000 to be used as additional funding for this project with DevNW.

Prior Board of County Commissioners (BCC) action: On October 29, 2020 the Cooperation Agreement was approved to the purchase of vacant land with a physical address of 16124 SE Webster Road, Milwaukie, Oregon 97267, for the 11 cottage cluster tiny homes.

The existing Cooperation Agreement sections I. (Purpose) and III. (Budget & Financial) are edited within this Amendment (No.2) to reflect the updated language changes for clarity.

No County General funds are involved in this project.

TO AMEND

I) Purpose

- A. This Cooperation Agreement (this "Agreement") is entered into between Clackamas County a political subdivision of the State of Oregon ("County") by and through its Health, Housing and Human Services Department, Community Development Division, and Corvallis Neighborhood Housing Services Incorporated, doing business as DevNW, an Oregon nonprofit corporation ("DevNW") to provide a basis for a cooperative working relationship for purchasing vacant land within Clackamas County, State of Oregon. The vacant land will be purchased for the sole use to construct eleven (11) residential cottages and is generally described as 16124 SE Webster Road, Milwaukie, Oregon 97267 (the "Property"). The Property will be purchased with Community Development Block Grant ("CDBG") funds and DevNW organizational funds. This Agreement and CDBG funds are only to be used for acquisition of the Property, not the future improvements (i.e. Single Family Dwellings) which will be contracted by DevNW with a general contractor to build permitted Single Family Dwellings to be affixed to the Property. DevNW will be the owner of the Property.

TO READ

I) Purpose

- A. This Cooperation Agreement (this "Agreement") is entered into between Clackamas County a political subdivision of the State of Oregon ("County") by and through its Health, Housing and Human Services Department, Community Development Division, and Corvallis Neighborhood Housing Services Incorporated, doing business as DevNW, an Oregon nonprofit corporation ("DevNW") to provide a basis for a cooperative working relationship for purchasing vacant land within Clackamas County, State of Oregon. The vacant land will be purchased for the sole use to construct eleven (11) residential cottages and is generally described as 16124 SE Webster Road, Milwaukie, Oregon 97267 (the "Property"). The Property will be purchased with Community Development Block Grant ("CDBG") funds and DevNW organizational funds. This Agreement and CDBG funds are to be used for two purposes: 1) acquisition of the Property, for future improvements (i.e. Single Family Dwellings) which will be contracted by DevNW with a general contractor to build permitted Single Family Dwellings to be affixed to the Property, **and 2) assist with Sanitary Sewer System Development Charges (SSSDC's) to be determined and calculated by Clackamas County Water Environmental Services (WES).** DevNW will be the owner of the Property.

TO AMEND

III) Budget and Financial

- B. The **\$220,000** of CDBG funds County will provide for the Project may only be used for eligible costs associated with the acquisition of the Property including the following: paying earnest money fees, appraisal fee for the Property, closing costs fees as well as down payment funds, provided the purchase of the Property will go through an Oregon Title Company.

TO READ

III) Budget and Financial

- B. The **\$300,000** of CDBG funds County will provide for the Project may only be used for eligible costs associated with the acquisition of the Property including the following: paying earnest money fees, appraisal fee for the Property, closing costs fees as well as down payment funds, provided the purchase of the Property will go through an Oregon Title Company and Sanitary Sewer System Development Charges (SSSDC's) for the Property, after the closing and recording of the deed is completed through the selected Title Company.

1. CDBG funds for acquisition of property: **\$220,000**
2. CDBG funds for SSSDC's: **\$80,000**

The CDD will pay WES directly for SSSDC's as shown above. Item 2. is a not to exceed maximum amount of CDBG funds.

**Corvallis Neighborhood Housing Services Inc.,
Dbv DevNW**

212 Main Street
Springfield, Oregon 97477



Emily Reiman, Chief Operations Officer

Feb 26, 2021

Date

CLACKAMAS COUNTY

Commissioner, Chair: Tootie Smith
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board

Rodney A. Cook, Interim Director
Health, Housing and Human Services
Department

Date

April 1, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for amendment #1 to an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission (CJC) for Mental Health Court (MHC) services

Purpose/Outcomes	The purpose of this agreement is to provide Clackamas Health Centers Division (CCHCD) reimbursement for treatment as an alternative criminal justice sentence for individuals living with mental illness, substance use disorders and co-occurring disorders.
Dollar Amount and Fiscal Impact	Criminal Justice Commission (CJC) Mental Health Court (MHC) Grant award of \$43,002.24. No County General Funds are involved. No matching funds required.
Funding Source	State of Oregon, Criminal Justice Courts
Duration	March 31, 2021 – June 30, 2021
Previous Board Action	The Board last reviewed and approved this contract on October 3, 2019 – item A6.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Counsel Review	1. March 10, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	9481_01

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval amendment #1 to the Grant Agreement #9481 (SC-21-037) with the State of Oregon CJC for Adult Drug Treatment Court services. Treatment Courts are a collaboration between Oregon Circuit Court, Clackamas County District Attorney's Office, Clackamas Indigent Defense Corporation, Clackamas County Community Corrections, and Health Centers - Behavioral Health Centers.

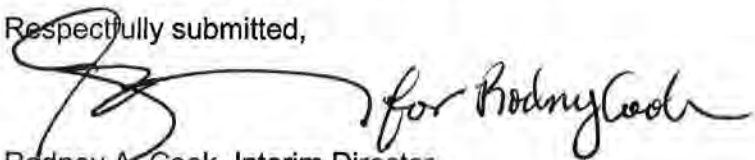
The CJC grants are targeted to improve effectiveness of state and local criminal justice systems through state and federal resources. Specifically, they provide judicial response allowing individuals whose crimes are the result of a substance use or co-occurring disorder as an alternative to incarceration.

This is a revenue contract for CCHCD. This amendment adds \$43,002.24 to the agreement making the maximum contract value \$297,770.24. No County General Funds are involved. The amendment is effective March 31, 2021 and will continue until June 30, 2021.

RECOMMENDATION:

Staff recommends approval of this amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rodney A. Cook", written in a cursive style. The signature is positioned above the typed name and title.

Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURTS GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

#9481

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as "CJC," and **Clackamas County Behavioral Health Centers**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties." This Agreement shall become effective on the later of July 1, 2019 or the date when this Agreement is fully executed and approved as required by applicable law.

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$254,768.00 (the "Grant Funds") to assist Grantee in implementing the project described in Exhibits A and B (the "Project") during the period beginning on the Project Start Date and ending on the Project End Date (the "Project Period"), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC's obligation to disburse Grant Funds under this Agreement shall end 45 days after the Project End Date.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A:	Project Description and Budget
Exhibit B:	Project Goals and Objectives
Exhibit C:	Subagreement Insurance Requirements

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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

3. **Reports.** Grantee shall submit the reports required by this section.

a. **Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, "Progress Reports"). Progress Reports must be received by CJC no later than October 15, January 15, April 15 and July 15 for the prior calendar quarter. Additionally, Grantee shall submit to CJC no later than January 15 an annual Progress Report for the prior year that describes, in a narrative fashion, Grantee's progress in meeting the Project's objectives and any remedial actions necessary if

those objectives have not been met in any respect, Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. **Requests for Reimbursement.** Grantee shall submit to CJC a Request for Reimbursement ("RFR") each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 15, January 15, April 15, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

4. **Disbursement and Recovery of Grant Funds.**

a. **Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC's approval of a RFR. "Eligible Costs" are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project and that are allocable thereto, as further described in 2 CFR Part 200, Subpart E (Cost Principles), and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

i. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Accounting/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred. CJC will reimburse travel expenses only after the travel actually occurs. By way of example only, CJC will not reimburse the costs of an airplane ticket unless and until the ticketed air travel has actually occurred.

ii. When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- v. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

5. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Registration with the System for Award Management (SAM). Grantee has registered with SAM (available through <http://www.ojp.usdoj.gov/funding/sam.htm>) and has provided its Data Universal Numbering System (DUNS) Number to CJC.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

6. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and in accordance with 2 CFR Part 200, Subpart F. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance ("USDOJ"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

d. **Audits.** If Grantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the 2 CFR Part 200, Subpart F (Audit Requirements). Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 6.a herein.

e. **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit are not Eligible Costs and may not be charged to Grant Funds.

7. **Grantee Subagreements and Procurements**

a. **Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement, including but not limited to the requirement to comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. **Subagreement indemnity; insurance.**

Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon

or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, as well as the requirements of 2 CFR §§ 200.317-326, as applicable.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

8. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

9. **Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds, and declaration of ineligibility for the receipt of future awards from CJC.

10. Termination

a. **Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

b. **Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably

anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

11. GENERAL PROVISIONS

a. **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 CJC or Grantee relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC 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 CJC on the one hand and of 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped

under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

e. No Third Party Beneficiaries. CJC 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 an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any

obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any 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 CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC or Grantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the CJC or the United States own such intellectual property, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or CJC.

11. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the federal laws, rules and regulations described in Exhibit D, as applicable. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. **Insurance; Workers' Compensation.** 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 Workers' 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 each of its subgrantees and subrecipients complies with these requirements.

k. **Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. **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.


m. 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.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

The signatures of the parties follow on the next page.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee


 HSS Deputy Director / For
Signature of Grantee Date 10/2/19

Richard Swift - Director
Name/Title

93-6002286
Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission


Michael Schmidt, Executive Director Date 11/6/19

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated 7/9/19

CJC Contact
CJC Grant Administrator
Joanna Robert
885 Summer St. NE
Salem, OR 97301-2524
Joanna.D.Robert@oregon.gov
(503) 378-2655

Grantee Contact
Jennifer Rees
2051 Kacn Rd Suite 367
Oregon City, OR 97045
jrees@clackamas.us
503-722-6502

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Specialty Court Grant Program* is to financially support Oregon specialty courts. Oregon specialty courts are those courts, programs and systems identified in Oregon Laws 2013, Chapter 649, Section 39. The specialty courts are designed to address the root causes of criminal activity by offering non-violent offenders an alternative to incarceration. Oregon's best practice standards applicable to the specialty courts are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> and are incorporated herein by reference ("Best Practices").

This Grant Agreement funds the **Clackamas County Mental Health Court** to address the needs of adults who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison. Grantee shall administer the Grant Funds provided under this Grant Agreement to support the operation, substantially in accordance with the Best Practices, of the **Clackamas County Mental Health Court**.

Project Start Date: July 1, 2019
GRANT #: SC-21-037
GRANTEE PROGRAM CONTACT: Jennifer Rees
EMAIL: jrees@clackamas.us
TELEPHONE: 503-722-6502

Project End Date: June 30, 2021
CFDA #: 16.738
GRANTEE FISCAL CONTACT: Jennifer Rees
EMAIL: jrees@clackamas.us
TELEPHONE: 503-722-6502

BUDGET SUMMARY:

	Grant Funds Requested
Personnel	\$65,168.00
Contractual Personnel Services	\$40,000.00
Drug Testing	\$0
Medical Needs	\$1,500.00
Other Participant Supports	\$137,572.00
Sanction Costs	\$0
Training and Travel	\$10528.00
Evaluation	\$0
Indirect Costs	\$0
Total	\$254,768.00

FUNDING BREAKDOWN

A	Total Project Cost	\$254,768.00
B	Federal Funds	\$0.00
C	Lottery Funds	\$0.00
D	General Funds	\$254,768.00
E	Other Funds	\$0.00

EXHIBIT B

Project Goals and Objectives

The goal of the Grant Program is to financially support specialty courts serving adults, juveniles, veterans, and families. Specialty courts have demonstrated positive cost-effective results for people struggling with substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance.

All Specialty Court Grant Program awards require recipients to submit progress reports quarterly through OJD's Specialty Court Case Management System (SCMS) <https://scms.oregon.gov> and CJC's grant administration website <https://cjc-grants.smapply.io/>. Awards also require recipients to upload federal progress reporting into the grant administration website as outlined below. Grantees shall complete and submit progress reports that contain all of the requested data.

1. SCMS CJC State Report

- a. All participant related tracking information in SCMS
- b. Complete for the quarter no later than the 15th of the month following the end of the quarter.

2. Semi-Annual Progress Report

- a. Court Name
- b. Court Type
- c. What is working well? (Narrative, 150 words)
- d. What is challenging? (Narrative, 150 words)
- e. The Specialty Court Grant Program funds are one-time funding that cannot be rolled over into future grant periods. At the end of the grant period any unspent funds are returned to Oregon's General Fund. What is the court's biggest risk to spending all of the grant dollars awarded? (Narrative, 50 words)
- f. What is the court doing to address any risks to spending all of the grant dollars awarded? (Narrative, 300 words)
- g. What is the court doing to address any barriers to maintaining monthly participant numbers at or near capacity? Capacity means the number of participants the program can serve at one time, regardless of phase. (Narrative, 150 words)
- h. If the court did not meet Oregon Specialty Court Standards, what is the court doing to improve? Please identify the standard and what work is being done to move towards meeting the standard.
- i. What does the court need technical assistance or support with from CJC? (Narrative, 150 words)

EXHIBIT C

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement 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 Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under

the Subagreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of: (i) the subgrantee's completion and Grantee's acceptance of all services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

Council, Amy

From: ROBERT Joanna D * CJC <Joanna.D.Robert@oregon.gov>
Sent: Thursday, November 7, 2019 1:27 PM
To: Rees, Jennifer
Cc: Stone, Jennifer; Council, Amy; L. Samuel Dupree; AVILES-LEON Gerardo * CJC; Sue Love; Joseph A. Monstad
Subject: RE: CJC Grant Agreements- Signed
Attachments: SC-21-003_Grant-Award-Agreement_Executed.pdf; SC-21-037_Grant-Award-Agreement_Executed.pdf

Good Afternoon Jennifer,

Attached are the executed grant award agreements for the Adult Drug Court and the Mental Health Court.

Thank you,
Joanna

Joanna Robert / Specialty Court Program
Criminal Justice Commission
p. (503) 378-2655
Joanna.D.Robert@oregon.gov
<http://www.oregon.gov/cjc>

Public Records Disclosure: This e-mail is a public record of the Criminal Justice Commission and is subject to public disclosure, unless exempt from disclosure under Oregon Public Records Law. Information contained is subject to the agency Retention Schedule.

From: Rees, Jennifer <JRees@clackamas.us>
Sent: Tuesday, October 8, 2019 4:55 PM
To: ROBERT Joanna D * CJC <Joanna.D.Robert@oregon.gov>
Cc: Stone, Jennifer <JStone@clackamas.us>; Council, Amy <ACouncil@clackamas.us>
Subject: CJC Grant Agreements- Signed

Hi Joanna,

Hope all is well. Attached is the signed grant agreement for the Adult Drug Court and Mental Health Court CJC grants we received.

Please let me know if you have any questions.

Thanks,
Jennifer

Jennifer Rees, LPC, CADC III
Program Supervisor, Treatment Court Programs
Clackamas County Health Centers Division
Direct: 503-722-6502
Mobile: 503-894-0621
JRees@co.clackamas.or.us

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURTS GRANT PROGRAM
GRANT AGREEMENT # SC-21-037
CLACKAMAS MENTAL HEALTH
AMENDMENT NO. 01

This is Amendment Number 01 Grant Agreement # (SC-21-037 CLACKAMAS COUNTY MENTAL HEALTH) between the **State of Oregon**, acting by and through the Criminal Justice Commission hereafter referred to as "CJC," and **Clackamas County**, hereinafter referred to as "Grantee."

This Agreement funds the **Clackamas County Mental Health Court**.

I. The Agreement is hereby amended as follows:

A. **The Budget Summary in Exhibit A is amended and restated as follows:**

BUDGET SUMMARY:

	Grant Funds Requested
Personnel	\$50,168.00
Contractual Personnel Services	55,000.00
Drug Testing	\$0
Medical Needs	\$2,350.00
Other Participant Supports	[\$43,002.24] \$131,286.71
Sanction Costs	\$0
Training and Travel	\$15,963.29
Evaluation	\$0
Indirect Costs	[\$0]
Total	\$297,770.24

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to March 31, 2021, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution, delivery and performance of the Amendment, in form and substance satisfactory to CJC and its counsel, if required by CJC.

III. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Grantee

By:

Signature of Grantee

Date

Rodney A. Cook, Interim Director

Name & Title

93-6002286

Federal Tax ID Number

State Tax ID Number

Criminal Justice Commission

By:

Kenneth Sanchagrin, Executive Director

Date



April 1, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to the Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project

Purpose/Outcomes	Revise the scope of the project by removing bank stabilization from the project and add new language regarding Americans with Disabilities Act Compliance on Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$770,365.00 FBDP funds: \$549,191.00 (71.3%) Road Fund Match: \$ 221,174.00 (28.7%)
Funding Source	Ferry Boat Discretionary Program (FBDP) and County Road Funds.
Duration	Completion of the Project or ten (10) years following the date of final execution, or whichever is sooner.
Previous Board Action	3/23/2021- Discussion item at issues 9/6/2018 – BCC Approval of Amendment No. 1 11/9/2016 – BCC Approval of a Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will provide advanced traveler information to motoring public so they can safely arrive at their destination. 2. This project will build smart infrastructure (roads and ferry) and ensure safe, healthy and secure communities.
Counsel Review	Date of Counsel review: February 16, 2021 NB
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA amendment, procurement review is N/A.
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

BACKGROUND:

This second amendment revises the scope and title of the project by eliminating the bank stabilization component of the project. The bank stabilization component was intended to improve the bank on the north side roadway ferry approach by removing some hazard trees and providing slope stabilization measures. Since this bank area has been stable over the last couple of years, project scope has been minimized by focusing only on the Intelligent Transportation System (ITS) related components of the project. This amendment also adds

new languages regarding American with Disabilities Act as required by Oregon Department of Transportation (ODOT).

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 2 to the original Project Agreement with ODOT for the Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project as listed in the agreement.

Respectfully Submitted,

Bikram Raghubansh

Bikram Raghubansh
Senior Traffic Engineer/Project Manager

**AMENDMENT NUMBER 02
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT NO. 31087
FERRY BOAT DISCRETIONARY PROGRAM
CANBY (M.J. LEE) FERRY ITS PROJECT
CLACKAMAS COUNTY**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” or “ODOT”, and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on February 7, 2017 and Amendment Number 01 entered into on September 27, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update project name, amend scope, revise funding language, and revise Exhibit A – Project Location Map, update ADA language, amend useful life term of Project, add rights and obligation language, and amend Agency/Contractor indemnity language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. The name of the Project has been changed from CANBY (M.J. LEE) FERRY BANK STABILIZATION AND ITS PROJECT, to CANBY (M.J. LEE) FERRY ITS PROJECT to reflect changes in scope.

b. Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A.”

c. **Insert new Recital, Paragraph 4, to read as follows:**

4. Agency has had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

d. **Terms of Agreement, Paragraph 1, Page 1, which reads:**

1. Under such authority, State and Agency agree to Agency:

- extending the fiber optic cable from the Agency’s CBX (Computerized Branch Exchange) System on the north side of the Willamette River to the Ferry location and south to mutually agreed upon locations;
- connecting the ferry OPEN/CLOSED electronic signs with the option for a potential connection to City of Canby offices;
- installing up to two (2) pan/tilt/zoom cameras

- installing ferry notification signs located on Advance Road east of Stafford Road, Mountain Road south of Stafford Road, Holly Avenue north of Territorial Road, and on Territorial Road west of Highway 99E, as identified in Exhibit A, to display green “OPEN” and red “CLOSED”;
- installing an electronic fare collection method; and
- enhancing the north side bank roadway approach by removing hazards and providing bank stabilization, as identified on page 2 of Exhibit A.

The above listed tasks described in this section shall be hereinafter referred to as the “Project” and include the design and engineering of the elements. The location of the Project is shown on the sketch map attached hereto, marked “Revised Exhibit A” and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State and Agency agree to Agency:
 - extending the fiber optic cable from the Agency’s CBX (Computerized Branch Exchange) System on the north side of the Willamette River to the Ferry location and south to mutually agreed upon locations;
 - connecting the ferry OPEN/CLOSED electronic signs with the option for a potential connection to City of Canby offices;
 - installing up to two (2) pan/tilt/zoom cameras
 - installing ferry notification signs located on Advance Road east of Stafford Road, Mountain Road south of Stafford Road, Holly Avenue north of Territorial Road, and on Territorial Road west of Highway 99E, as identified in Revised Exhibit A, to display green “OPEN” and red “CLOSED”; and
 - installing an electronic fare collection method.

The above listed tasks described in this section shall be hereinafter referred to as the “Project” and include the design and engineering of the elements. The location of the Project is shown on the sketch map attached hereto, marked “Revised Exhibit A” and by this reference made a part hereof.

e. TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$549,191. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the twenty (20) percent match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$549,191. Federal share is eighty (80) percent. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the twenty (20) percent match and any non-participating costs, including all costs in excess of the available federal funds.

f. TERMS OF AGREEMENT, Paragraph 4, Page 2, which reads:

4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the Agency. State shall simultaneously invoice FHWA and Agency for State's Project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 2, above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

Shall be deleted in its entirety and replaced with the following:

4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 80 percent. All costs beyond the federal and state reimbursement and any non-participating costs are the responsibility of the Agency, and will not be reimbursed by State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

g. TERMS OF AGREEMENT, Paragraph 12, Page 3, which reads:

12. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as twenty (20) years.

Shall be deleted in its entirety and replaced with the following:

12. State and Agency agree that the useful life of the Project is ten (10) years.

h. TERMS OF AGREEMENT, Paragraph 24, which reads:

24. Americans with Disabilities Act Compliance:

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA") as identified in paragraph 1 of the General Provisions section of Local Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
- b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
 - i. ADA Inspection Forms: Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
 - ii. State inspection: Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

- d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.
- e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

Shall be deleted in its entirety and replaced with the following:

24. Americans with Disabilities Act Compliance:

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the General Provisions section of the Local Agency Certification Program Agreement.
- b. **ADA Design Standards and Construction Specifications, and Inspections:** Agency agrees to comply with the design and construction standards and the design exception documentation and approval requirements agreed to in the Standards section of the Local Agency Certification Program Agreement. In addition, with respect to ADA-related design standards, design exception approvals, construction specifications, and inspections, Agency agrees to comply with the following:

- i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form. Agency further agrees to utilize ODOT standards to assess and ensure Project compliance with the ADA, and to document ramp inspections per subsection (c.)(i.) below. Design exceptions on State-owned facilities must be approved by State. For project locations on or along State-owned portions of the National Highway System ("NHS") design exceptions must be approved by State and/or FHWA.
 - ii. For portions of the Project not on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant design standards, construction specifications, design exception documentation and approval process, and inspection documentation process, as approved by State and FHWA for use on federally funded projects.
- c. ADA Inspection Forms: Prior to issuing the Second Notification, per Oregon Standard Specification 00180.50(g) or Agency's approved equivalent, Agency agrees to submit to State the following:
- i. For all curb ramps constructed or altered as part of this Project on or along a state highway, submit completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison. The completed form is the required documentation from Agency that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - ii. For all curb ramps not located on or along a state highway, Agency shall complete and keep on file Agency's ODOT- and FHWA-approved ADA curb ramp inspection form (or other approved document) to show that each Project curb ramp meets Agency's curb ramp standards and is ADA compliant or conforms to Agency's approved ADA design exception.
- d. State inspection: Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along the state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

- e. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone in accordance with the applicable ODOT or Agency Standards, as set forth in subsections (a) through (c) above. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction in accordance with ODOT standards and processes.
- f. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT or Agency standards as set forth in subsections (a) through (c) above, regardless of whether the work is on a State-owned or an Agency-owned facility.
- g. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- h. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

i. TERMS OF AGREEMENT, Paragraph 27, Page 4, which reads:

- 27. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents 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 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

Shall be deleted in its entirety and replaced with the following:

27. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents 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 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

j. Insert new TERMS OF AGREEMENT, Paragraph 28, which reads as follows:

28. The rights and obligations set out in Terms of Agreement, paragraphs 13, 17-18, 21, 24 g-h, and 27-28 of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.

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

4. Original Agreement. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are

Agency/State
Agreement No. 31087-02

true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program, (Key #19641) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 31087-02

CLACKAMAS COUNTY, by and through
its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:
Joel Howie, Civil Engineering Supervisor
150 Beavercreek Road
Oregon City, OR 97045
503-742-4658
jhowie@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Delivery & Operations Division
Administrator
Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager
Date _____

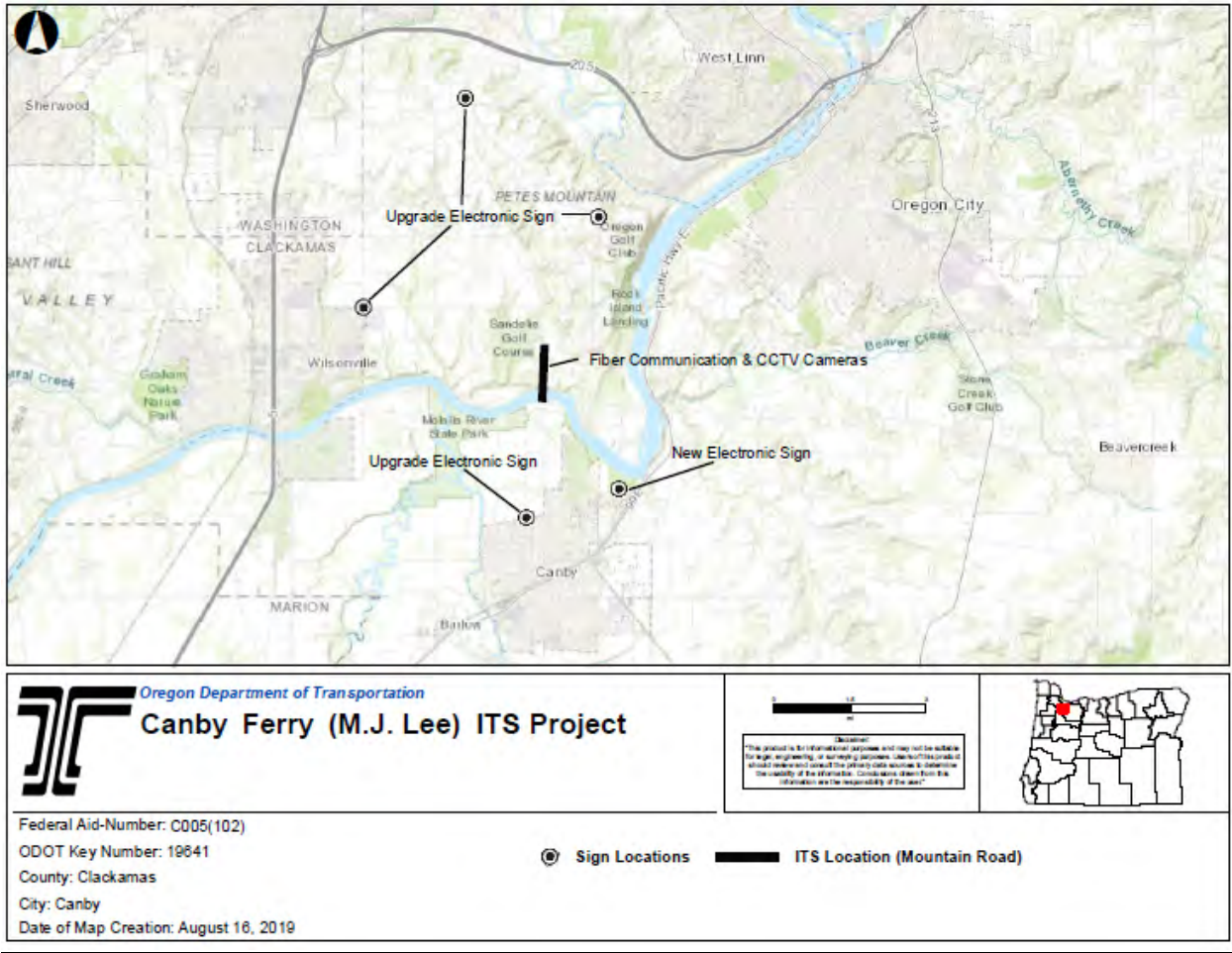
By _____
Region 1 Manager
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Herbert Lovejoy via email
Assistant Attorney General
Date: 8/17/2020

State Contact:
Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

Revised Exhibit A – Project Location Map





Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Lyda Excavating Inc. for the
D-Street Improvements Project**

Purpose/Outcome	Improvements include two new roadways, sidewalks, waterline extensions, storm drainage facilities, landscaping, and street lighting
Dollar Amount and Fiscal Impact	Contract Value \$3,459,488.50, which is budgeted in Development Agency Budget Project #30316.
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District
Duration	Contract Execution through April 30, 2022.
Previous Board Action/Review	Presented to the Board at Issues on March 23, 2021
Strategic Plan Alignment	Build a strong infrastructure and ensure safe, healthy and secure communities.
Counsel Review	1. Date of Counsel review: 3/15/2021 by Andrew Naylor
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	David Queener, Project Manager, 503-742-4322
Contract No.	3838

Background:

The Clackamas County Development Agency, as part of the North Clackamas Revitalization Area, is constructing two new roads that are identified in the Fuller Station Area Master Plan. The roads and related infrastructure will greatly improve circulation for all modes of travel and encourage new development that is contemplated in the Master Plan.

This project will construct two new roadways and make improvements to SE Fuller Road and SE Otty Road and includes signal modifications, bike lanes, new or improved sidewalks, storm drainage facilities, waterline extensions, sanitary sewer extensions, landscaping, and street lighting.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than September 30, 2021, with final completion no later than October 31, 2021.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on January 25, 2021. Bids were publicly opened on February 25, 2021. The County received eight (8) bids: Kerr Contractors Oregon, LLC., \$3,835,350.00; NTA Contracting, Inc., \$3,873,416.41; Emery & Sons Construction Group, Inc., \$3,836,698.45; Elting Northwest, Inc., \$4,052,527.25; Lyda Excavating, Inc., \$3,459,488.50; Moore Excavation, Inc., \$4,318,196.50; Nutter Corporation, \$3,782,208.22; and Kodiak Pacific Construction Co., \$3,998,998.00. After review of the bids, Lyda Excavating, Inc. was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Lyda Excavating, Inc. for the D-Street Improvements Project.

Sincerely,

David Queener

David Queener,
Project Manager
Clackamas County Development Agency

Placed on the BCC Agenda 4/1/2021 by Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #3838

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County Development Agency, a political subdivision of the State of Oregon, hereinafter called "Owner," and Lyda Excavating, Inc., hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: # 2021-07 D-Street Improvements

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **three million four hundred fifty-nine thousand four hundred eighty-eight dollars and fifty cents (\$3,459,488.50)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addendum #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

2. Representatives.

Contractor has named Michael Lyda as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates David Queener as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Mike Lyda shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Mike Lyda shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Josh Vander Zanden shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 30, 2021

FINAL COMPLETION DATE: September 30, 2024 (3 years after landscape acceptance)

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County and Clackamas County Development Agency as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in

addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless

otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to

County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

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

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

11.1.1. \$ 2,000.00 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c) of the Special Provisions.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Lyda Excavating, Inc.
13521 NW Main Street
Banks, Oregon 97106

Contractor CCB # 169420 Expiration Date: 3/28/2022
Oregon Business Registry # 344399-92 Entity Type: DBC State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Lyda Excavating, Inc.

Clackamas County Development Agency

 3/9/21

Authorized Signature Date


Chair Date

Michael Lyon - President

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

 03/15/2021

County Counsel Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-07
D-Street Improvements Project
January 25, 2021

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **D-Street Improvements** Project until **February 25, 2021, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division, Attention George Marlton, County Procurement Officer, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045; or via email to procurement@clackamas.us.

Bidding Documents can be downloaded from ORPIN at the following address:
<http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-07-21.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$3,450,000.00

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the ORPIN listing shortly after the opening.

State Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, which can be downloaded at the following web address:
http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the ORPIN listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project

Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at:
Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: #2021-07 D-Street Improvements Project

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

- 1. Closed buildings- COVID:** The County is requiring all bids for this project be emailed and electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, February 25, 2021. The Bid must be emailed to the following address:

Procurement@clackamas.us. The email subject line must read “Bid for #2021-07 D-Street.” Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/83565304246>

Meeting ID: 835 6530 4246

One tap mobile

+14086380968,,83565304246# US (San Jose)

+16699006833,,83565304246# US (San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 835 6530 4246

****The Apparent Low bid results will be posted to the projects OPRIN listing as soon as possible following the bid opening.**

2. **Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to Procurement@clackamas.us. “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: LYDA EXCAVATING, INC.
Project Name: #2021-07 D-Street Improvements Project

Total Contract Amount: 3,459,488.50

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

DOW BIDDER WILL SELF-PERFORM (GFE not required)	
<u>CLEARING</u>	
<u>GRADING</u>	
<u>DEMOLITION</u>	
<u>UNDERGROUND UTILITIES</u>	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to procurement@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name <u>SPECIALIZED PAVEMENT MARKINGS</u> Address <u>11095 SW INDUSTRIAL WAY, SUITE A</u> City/ST/Zip <u>TUALATIN, OR 97062</u> Phone# <u>(503) 885-0420</u> OCCB# <u>138591</u>	<u>STRIPING & MARKINGS</u>	<u>28,205</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <u>PR SYSTEMS, LLC</u> Address <u>8351 30TH AVENUE</u> City/ST/Zip <u>LACEY, WA 98516</u> Phone# <u>(360) 459-1613</u> OCCB# <u>225716</u>	<u>AC MILLING</u>	<u>8,882</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <u>ROGER LANGLIERS CONSTRUCTION</u> Address <u>7145 NW PROGRESS COURT</u> City/ST/Zip <u>HILLSBORO, OR 97124</u> Phone# <u>(503) 533-5709</u> OCCB# <u>106364</u>	<u>CONCRETE</u>	<u>570,933</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <u>BRIX PAVING NORTHWEST</u> Address <u>P.O. Box 2388</u> City/ST/Zip <u>TUALATIN, OR 97062</u> Phone# <u>(503) 570-9355</u> OCCB# <u>193102</u>	<u>AC PAVING</u>	<u>200,368</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd

Prime Contractor Name: LYOA EXCAVATING, INC. Total Contract Amount: 3,459,488.50
 Project Name: # 2021-07 D-Street Improvements Project

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor		
			Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name <u>BAKER SIGN SERVICES</u> Address <u>21880 SW FARMINGTON ROAD</u> City/St/Zip <u>BEAVERTON, OR 97007</u> Phone# <u>(503) 642-2531</u> OCCB# <u>3838</u>	<u>SIGNAGE</u>	<u>23,731</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <u>FRAHLEK ELECTRIC CO</u> Address <u>11860 SW GRIMSBURY RD</u> City/St/Zip <u>TIGARD, OR 97223</u> Phone# <u>(503) 639-4627</u> OCCB# <u>37410</u>	<u>ELECTRICAL</u>	<u>76,696</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <u>AFFINITY NW LANDSCAPING</u> Address <u>4171 MARKHAM ST NE</u> City/St/Zip <u>SALEM, OR 97317</u> Phone# <u>(503) 807-8213</u> OCCB# <u>9448</u>	<u>LANDSCAPE PAVERS</u>	<u>289,712</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
MW/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor:
Project: # 2021-07 D-Street Improvements Project

Prime Contractor must contact or endeavor to contact at least 3 MW/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with MW/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF MW/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (If bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>>)	
FOX EROSION	LANDSCAPE	2/11/21		MARK	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	256,945	HIGH	
ANDERSON EROSION	LANDSCAPE	2/11/21		PAT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	277,125	HIGH	
KODIAK PACIFIC	PAVING	2/16/21		SAM	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		HIGH	
BERRIGO CONCRETE	CONCRETE	2/11/21		KEVIN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	981,165	HIGH	
JACKSON INDUSTRIES	CONCRETE	2/11/21		MIKE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NA	No Bid	
CLARK MOORE	TRUCKING	2/18/21		CLARK	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$130/HR		
TTE	CONCRETE	2/18/21		RUSS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	629,750		

NORTHERN ALLIANCE LANDSCAPE 2/18/21 KELLIE YES YES NO 194412 NOT COMPLETE
 AFFINITY NW LANDSCAPE 2/24/21 KOREY YES YES YES 289712

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2021-07 D-Street Improvements Project

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2021-07 D-Street Improvements Project

We, Lyda Excavating, Inc., as "Principal,"
(Name of Principal)

and Merchants National Bonding, Inc., an Iowa Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County and Clackamas County Development Agency ("Obligee") the sum of (\$ 10% of Total Amount Bid)

Ten Percent of Total Amount Bid _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2021-07) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 12th day of February, 2021.

Principal: Lyda Excavating, Inc.

Surety: Merchants National Bonding, Inc.

By: [Signature]
Signature

By: Attorney-in-Fact Lyndsay C Warren

President
Official Capacity

Lyndsay C. Warren
Name

Attest: [Signature]
Corporation Secretary

PO Box 14498
Address

Des Moines IA 50306
City State Zip

(425) 770-0055
Phone Fax



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2021-07 D-Street Improvements
BID CLOSING: February 25, 2021, 2:00 PM, Pacific Time
BID OPENING: February 25, 2021, 2:05 PM, Pacific Time

FROM: LYDA EXCAVATING, INC.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division – Attention George Marlton, County Procurement Officer
2051 Kaen Road
Oregon City, OR 97045

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
- b. A partnership registered under the laws of the State of _____; or
- c. A corporation organized under the laws of the State of OREGON; or
- d. A limited liability corporation organized under the laws of the State of _____;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

_____ Dollars (\$ _____)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form

• ADDENDA numbered 1 through 1, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **N/A**

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with the project specifications: **Provide the attached Bid Schedule with Bid.**

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Clackamas County Development Agency D Street Improvement Project, Dated December 2020.**

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

MERCHANTS NATIONAL BONDING
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned HAS, HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and DOES, DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 169420. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF, Policy No. 994005, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive:	<u>Mike Lyan</u>	Cell Phone:	<u>(503) 318-7396</u>
Project Manager:	<u>Mike Lyan</u>	Cell Phone:	<u></u>
Job Superintendent:	<u>Scott Vincent Zander</u>	Cell Phone:	<u>(477)</u>
Project Engineer:	<u></u>	Cell Phone:	<u></u>

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM LYDA EXCAVATING, INC.
ADDRESS P.O. Box 365
BANKS, OREGON 97106
TELEPHONE NO (503) 318-7396
EMAIL MVLELYDAEX.COM
SIGNATURE 1) _____
Sole Individual
or 2) _____
Partner
or 3) 
Authorized Officer or Employee of Corporation

***** END OF BID *****

D STREET

BID SCHEDULE - Addendum #1

February 18, 2021

ESTIMATED CONSTRUCTION COSTS

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
General Conditions						
1	00196	Extra Work as Authorized	FA	1	\$100,000.00	\$100,000.00
Mobilization and Traffic Control						
2	00210	Mobilization	LS	1	110,000. ⁰⁰	110,000. ⁰⁰
3	00225	Temporary Work Zone Traffic Control, Complete	LS	1	75,000. ⁰⁰	75,000. ⁰⁰
4	00240	Temporary Drainage Facilities	LS	1	5,000. ⁰⁰	5,000. ⁰⁰
5	00270	Temporary Fence, 6 Ft Chain Link Fence with Concrete Blocks	FOOT	1,000	7. ⁰⁰	7,000. ⁰⁰
6	00280	Erosion Control	LS	1	5,500. ⁰⁰	5,500. ⁰⁰
7	00280	Plastic Sheeting	SQYD	500	.50	250. ⁰⁰
8	00280	Temporary Mulching, Hydromulch	ACRE	1	1,650. ⁰⁰	1,650. ⁰⁰
9	00280	Construction Entrance	EACH	3	1,400. ⁰⁰	1,400. ⁰⁰
10	00280	Sediment Fence, Unsupported	FOOT	1,302	2.50	3,255. ⁰⁰
11	00280	Inlet Protection	EACH	42	50. ⁰⁰	2,100. ⁰⁰
12	00280	Sediment Barrier - Biofiltration Bags	EACH	35	4. ⁰⁰	140. ⁰⁰
13	00280	Compost Filter Sock	FOOT	841	7. ⁰⁰	5,887. ⁰⁰
14	00280	Concrete Washout Facility	EACH	1	1,000. ⁰⁰	1,000. ⁰⁰
15	00290	Pollution Control Plan	LS	1	1,500. ⁰⁰	1,500. ⁰⁰
16	00294	Health and Safety Plan	LS	1	1,500. ⁰⁰	1,500. ⁰⁰
17	00294	Contaminated Soil Removal	TON	1,905	54. ⁰⁰	102,870. ⁰⁰
Roadwork						
18	00310	Removal of Structures and Obstructions	LS	1	75,000. ⁰⁰	75,000. ⁰⁰
19	00320	Clearing and Grubbing	LS	1	17,500. ⁰⁰	17,500. ⁰⁰
20	00330	General Rock Excavation	CY	100	150. ⁰⁰	15,000. ⁰⁰
21	00330	Earthwork - Excavation & Embankment	LS	1	210,000. ⁰⁰	210,000. ⁰⁰
22	00331	12 Inch Subgrade Stabilization	SQYD	2,000	30. ⁰⁰	60,000. ⁰⁰
23	00350	Subgrade Geotextile	SQYD	6,978	.75	5,233. ⁵⁰

D STREET
BID SCHEDULE
February 18, 2021

ESTIMATED CONSTRUCTION COSTS

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
24	00390	Loose Riprap, Class 50	CUYD	57	80. ⁰⁰	4,560. ⁰⁰
Drainage and Sewers						
25	00430	4-Inch Perforated Storm Pipe with Geotextile Sock, Granular Backfill	LF	315	38. ⁰⁰	11,970. ⁰⁰
26	00445	6-Inch Ductile Iron Storm Pipe, Granular Backfill	FOOT	10	77. ⁰⁰	770. ⁰⁰
27	00445	6-Inch Storm Pipe, Granular Backfill	LF	72	46. ⁰⁰	3,312. ⁰⁰
28	00445	12-Inch Storm Pipe, Granular Backfill	LF	1,987	91. ⁰⁰	180,817. ⁰⁰
29	00445	12-Inch Ductile Iron Storm Pipe, Granular Backfill	LF	100	105. ⁰⁰	10,500. ⁰⁰
30	00445	24-Inch Storm Pipe, Granular Backfill	LF	581	205. ⁰⁰	119,105. ⁰⁰
31	00445	36-Inch Storm Pipe, Granular Backfill	LF	288	235. ⁰⁰	67,680. ⁰⁰
32	00445	6-Inch Sanitary Pipe, Granular Backfill	LF	112	120. ⁰⁰	13,440. ⁰⁰
33	00445	8-Inch Sanitary Pipe, Granular Backfill	LF	496	100. ⁰⁰	49,600. ⁰⁰
34	00470	Concrete Sanitary Sewer Manholes	EACH	3	6,500. ⁰⁰	19,500. ⁰⁰
35	00470	Concrete Storm Sewer Manholes, 48 Inch	EACH	11	8,050. ⁰⁰	88,550. ⁰⁰
36	00470	Concrete Storm Sewer Manholes, 60 Inch	EACH	3	8,000. ⁰⁰	24,000. ⁰⁰
37	00470	Cleanout	EACH	9	850. ⁰⁰	7,650. ⁰⁰
38	00470	Stormfilter 2 Cartridge Catch Basin	EACH	1	25,000. ⁰⁰	25,000. ⁰⁰
39	00470	Beehive Stormwater Overflow Inlet	EACH	14	4,400. ⁰⁰	61,600. ⁰⁰
40	00470	Catch Basins, Type "Lynch" Area Drain	EACH	6	1,350. ⁰⁰	8,100. ⁰⁰
41	00470	Curb, Frame, and Door	EACH	1	1,500. ⁰⁰	1,500. ⁰⁰
42	00490	Minor Adjustment of Manholes	EACH	1	1,500. ⁰⁰	1,500. ⁰⁰
43	00490	Controlled Low Strength Material	CUYD	30	300. ⁰⁰	9,000. ⁰⁰
44	00495	Trench Resurfacing	SQYD	100	105. ⁰⁰	10,500. ⁰⁰
Bases and Wearing Surfaces						
45	00620	Cold Plane Pavement Removal, 0-2.5" Depth	SQYD	4,736	6. ⁰⁰	28,416. ⁰⁰
46	00641	1" - 0" Aggregate Base	CUYD	1,780	67. ⁰⁰	119,260. ⁰⁰
47	00641	Open Graded Aggregate Base for Stormwater Planters	TON	114	32. ⁰⁰	3,648. ⁰⁰

D STREET
BID SCHEDULE
February 18, 2021

ESTIMATED CONSTRUCTION COSTS

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
48	00641	Washed Drain Rock for Stormwater Planters	TON	457	32. ⁰⁰	14,624. ⁰⁰
49	00744	Level 3, 1/2 Inch Dense, ACP	TON	2,025	108. ⁰⁰	218,700. ⁰⁰
50	00756	Plain Concrete Pavement, Dowelled, 10 Inches Thick	SQYD	1,357	146. ⁰⁰	198,122. ⁰⁰
51	00759	Concrete Curb and Gutter	FOOT	3,236	26. ⁰⁰	84,136. ⁰⁰
52	00759	Concrete Curb and Gutter, 24 Inch Thick (at Stormwater Planters)	FOOT	774	100. ⁰⁰	77,400. ⁰⁰
53	00759	Concrete Curb Type C	FOOT	18	30. ⁰⁰	540. ⁰⁰
54	00759	Concrete Curb, 28" Perimeter Curb (at Stormwater Planters)	FOOT	891	80. ⁰⁰	71,280. ⁰⁰
55	00759	Concrete Wheel Stops	EACH	40	140. ⁰⁰	5,600. ⁰⁰
56	00759	Concrete Walks	SQFT	29,071	8. ⁵⁰	247,103. ⁵⁰
57	00759	Pavers	SQFT	6,212	24.00 26. ⁵⁰ MVL	149,088.⁰⁰ 177,042. ⁰⁰
58	00759	Extra for Curb Ramps	EACH	28	1,400. ⁰⁰	39,200. ⁰⁰
59	00759	Concrete Driveways, Reinforced	SQFT	7,025	12. ⁵⁰	87,812. ⁵⁰
60	00759	Concrete Islands	SQFT	162	16. ⁵⁰	2,673. ⁰⁰
Permanent Traffic Safety and Guidance Devices						
61	00855	Bi-Directional Yellow Type 1, Markers	EACH	15	7. ⁰⁰	105. ⁰⁰
62	00865	Thermoplastic, Extruded, Surface, Non-Profiled	FOOT	8,100	1. ⁰⁰	8,100. ⁰⁰
63	00867	Pavement Legend, Type B-HS: Arrows	EACH	10	295. ⁰⁰	2,950. ⁰⁰
64	00867	Pavement Legend, Type B-HS; Bicycle Lane Stencil	EACH	5	295. ⁰⁰	1,475. ⁰⁰
65	00867	Pavement Bar, Type B-HS	SQFT	1,300	9. ⁰⁰	11,700. ⁰⁰
66	00857	Pavement Legend, Type B-HS: On Street Parking	EACH	6	40. ⁰⁰	240. ⁰⁰
67	00857	Pavement Legend, Type B-HS: Disabled Parking	EACH	4	250. ⁰⁰	1,000. ⁰⁰
Permanent Traffic Control and Illumination Systems						
68	00905	Remove Existing Signs	LS	1	970. ⁰⁰	970. ⁰⁰
69	00930	Perforated Steel Square Tube Anchor Sign Supports	LS	1	8,600. ⁰⁰	8,600. ⁰⁰
70	00940	Signs, Standard Sheeting, Sheet Aluminum	SQFT	156	13. ⁰⁰	2,028. ⁰⁰
71	00970	Switching, Conduit, and Wiring	LS	1	46,000. ⁰⁰	46,000. ⁰⁰

MVL

D STREET
BID SCHEDULE
 February 18, 2021

ESTIMATED CONSTRUCTION COSTS

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
72	00970	Pole Foundations	LS	1	11,100. ⁰⁰	11,100. ⁰⁰
73	00990	Traffic Signal Modification, SE Fuller Road @ SE Otty Road	LS	1	4,600. ⁰⁰	4,600. ⁰⁰
Right of Way Development and Control						
74	01030	Lawn Seeding	ACRE	0.40	20,000. ⁰⁰	8,000. ⁰⁰
75	01040	Water Quality Mixture	CUYD	343	64. ⁰⁰	21,952. ⁰⁰
76	01040	Topsoil	CUYD	424	40. ⁰⁰	16,960. ⁰⁰
77	01040	Bark Mulch, 3 Inch Depth	SQYD	696	13.50	9,396. ⁰⁰
78	01040	Root Barrier	FOOT	1,010	11. ⁰⁰	11,110. ⁰⁰
79	01040	Deciduous Trees, 2 Inch Caliper	EACH	63	365. ⁰⁰	22,995. ⁰⁰
80	01040	Shrubs, 5 Gal.	EACH	241	32. ⁰⁰	7,712. ⁰⁰
81	01040	Groundcovers, 1 Gal.	EACH	1,617	8.50	13,744.50
82	01040	30 Inch Hgt Wetland Plants, #5 Container	EACH	212	28. ⁰⁰	5,936. ⁰⁰
83	01040	1 Gal. Wetland Plants, #1 Container	EACH	193	8.50	1,640.50
84	01040	SP#4 Wetland Plants, #SP4 Container	EACH	5,384	3.50	18,844. ⁰⁰
85	01044	2nd and 3rd Year Plant Establishment	LS	1	\$24,000.00	\$24,000.00
86	01065	Monument Boxes	EACH	10	1,500. ⁰⁰	15,000. ⁰⁰
87	01070	Single Mailbox Supports	EACH	6	650. ⁰⁰	3,900. ⁰⁰
87A	01070	Multiple Mailbox Supports	EACH	2	700. ⁰⁰	1,400. ⁰⁰
88	01070	Relocate Tri-Met Sign	LS	1	500. ⁰⁰	500. ⁰⁰
Water Supply Systems						
89	01120	Irrigation System, Complete	LS	1	72,000. ⁰⁰	72,000. ⁰⁰
90	01140	12-Inch Ductile Iron Potable Water Pipe with Restrained Joints and Class B Backfill	LF	1,076	108. ⁰⁰	116,208. ⁰⁰
91	01140	Blow-off Assembly	EACH	2	1,500. ⁰⁰	3,000. ⁰⁰
92	01140	10-Inch Tapping Sleeve, Valve, Appurtenances	EACH	1	9,000. ⁰⁰	9,000. ⁰⁰
93	01140	12-Inch Tapping Sleeve, Valve, Appurtenances	EACH	1	10,000. ⁰⁰	10,000. ⁰⁰
94	01140	12-Inch Cross, 4 Valves, Appurtenances	EACH	1	14,000. ⁰⁰	14,000. ⁰⁰

D STREET
BID SCHEDULE
 February 18, 2021

ESTIMATED CONSTRUCTION COSTS

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
95	01140	Fire Hydrant Assembly	EACH	2	5,000. ⁰⁰	10,000. ⁰⁰
96	01170	1-Inch Water Service Connection	EACH	1	2,100. ⁰⁰	2,100. ⁰⁰
97	01170	4-Inch Water Service Connection	EACH	1	4,000. ⁰⁰	4,000. ⁰⁰
Miscellaneous Utility Systems						
98	01210	660 PGE Switch Vault	EACH	1	8,250. ⁰⁰	8,250. ⁰⁰
99	01210	4-Inch Grey Schedule 40 PVC Conduit for Power	LF	1,360	15. ⁰⁰	20,400. ⁰⁰
100	01210	4-Inch Fiberglass Conduit Bends for Power	EACH	6	405. ⁰⁰	2,430. ⁰⁰
101	01210	Joint Trench	LF	852	25. ⁰⁰	21,300. ⁰⁰
102	01210	Service Trench	LF	225	40. ⁰⁰	9,000. ⁰⁰
					Grand Total	3,459,488.⁵⁰

Total Price THREE MILLION FOUR HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED EIGHTY-EIGHT AND 50/100 Dollars
 (written out)

Name of Firm LYDA EXCAVATING, INC

Name (Print) MICHAEL LYDA

Signature [Signature]

Date 2/25/21

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-07 D-Street Improvements

BID OPENING: February 25, 2021, 2:00 PM, Pacific Time

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: _____

Bidder Signature: _____ Phone # _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-07 D-Street Improvements

BID OPENING: February 25, 2021, 2:00 PM, Pacific Time

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	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	SPECIALIZED PAVEMENT MARKING	28,205	STRIPING
2.	PR SYSTEMS	8,883	AC MILLING
3.	ROVER LANDSCAPERS CONST	570,933	CONCRETE
4.	AFFINITY NW LANDSCAPE	289,712	LANDSCAPE & PAVERS
5.	BRIX NW PAVING	200,366	AC PAVING
6.	BAKER SIGNAGE	23,731	SIGNAGE
7.	FRAHLER ELECTRIC	76,696	ELECTRICAL

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: LYDA EXCAVATING, INC.

Bidder Signature: *[Signature]* Phone # (503) 318-7396



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No.: NOR1359
 Solicitation: #2021-07
 Project Name: D-Street Improvements Project

<u>Merchants National Bonding, Inc.</u> (Surety #1)	Bond Amount No. 1:	<u>\$3,459,488.50</u>
_____ (Surety #2)*	Bond Amount No. 2:*	<u>\$ _____</u>
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	<u>\$3,459,488.50</u>

We, Lyda Excavating, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County and Clackamas County Development Agency, the sum of (Total Penal Sum of Bond) Three Million, Four Hundred Fifty-Nine Thousand, Four Hundred Eighty-Eight and 50/100 Dollars (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or

arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 9th day of March, 2021.

PRINCIPAL: Lyda Excavating, Inc.

By: [Signature]
Signature

President
Official Capacity
Attest: [Signature]
Corporation Secretary

SURETY: Merchants National Bonding, Inc.
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Lyndsay C. Warren, Attorney-in-Fact

Name
Lyndsay C. Warren
Signature

P.O. Box 14498
Address

Des Moines Iowa 50306

City State Zip

(425) 770-0055

Phone Fax

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James S Ewald; Jeanette Simmons; Jenifer McCormick; Lyndsay C Warren; Marc Baker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

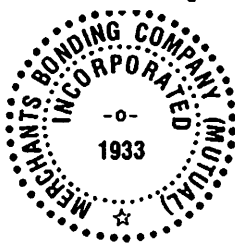
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of June, 2020.



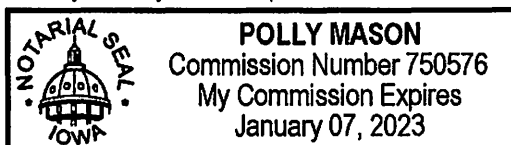
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of June, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of March, 2021.



William Warner Jr.
Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: NOR1359
Solicitation: #2021-07
Project Name: D-Street Improvements Project

<u>Merchants National Bonding, Inc.</u> (Surety #1)	Bond Amount No. 1:	<u>\$ 3,459,488.50</u>
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	<u>\$ 3,459,488.50</u>

We, Lyda Excavating, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County and Clackamas County Development Agency, the sum of (Total Penal Sum of Bond) Three Million, Four Hundred Fifty-Nine Thousand, Four Hundred Eighty-Eight and 50/100 Dollars (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and

retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 9th day of March, 20 21.

PRINCIPAL: Lyda Excavating, Inc.

By: [Signature]
Signature

President
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Merchants National Bonding, Inc.
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Lyndsay C. Warren, Attorney-in-Fact

Lyndsay C. Warren
Name
Signature

P.O. Box 14498
Address

Des Moines Iowa 50306
City State Zip

(425) 770-0055
Phone Fax

(425) 770-0055
Phone Fax

(425) 770-0055
Phone Fax

(425) 770-0055
Phone Fax



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, James S Ewald; Jeanette Simmons; Jenifer McCormick; Lyndsay C Warren; Marc Baker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

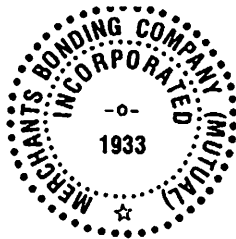
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of June, 2020.



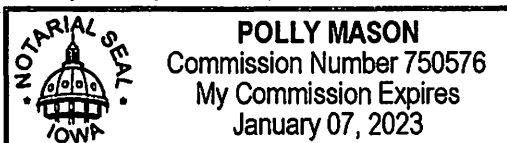
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of June, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

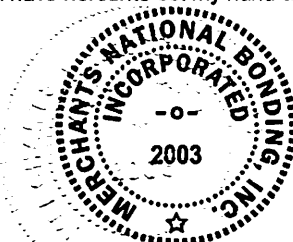


Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of March, 2021.



William Warner Jr.
Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: #2021-07 D-Street Improvements Project

Project Background:

The D STREET project includes the construction of two new roadways as well as widening and improvement to SE Fuller Road and SE Otty Road.

Improvements include new concrete and asphalt roadways name D Street, widening of Fuller Road and Otty Street, signal modifications, bike lanes, new or improved sidewalks, multistorm drainage facilities, water improvements, sanitary sewer improvement, landscaping, and street lighting.

Engineers Estimate: \$3,450,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: September 30, 2021

Final Completion: October 31, 2021

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

The Scope further includes the following Plans, Specifications and Drawings:

SPECIAL PROVISIONS FOR ROADWAY HIGHWAY CONSTRUCTION-
CLACKAMAS COUNTY DEVELOPMENT AGENCY D STREET IMPROVEMENT
PROJECT, dated DECEMBER 2020

D-STREET Drawing Set- Pages 1 through 136.



INVITATION TO BID #2021-07
D-Street Improvements Project
ADDENDUM NUMBER 1
February 19, 2021

On January 25, 2021, Clackamas County (“County”) published Invitation to Bid #2021-07 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

- 1. Remove and replace the Bid Schedule titled “Bid #2021-07 D STREET – BID SCHEDULE”, with the attached bid schedule titled “D STREET – BID SCHEDULE ADDENDUM #1”, dated February 18, 2021.**

Revisions include the following:

Item Number	Description of Change
1	Changed unit to FA (Force Account)
74	The area of Lawn Seeding should be 0.4 acres. The spreadsheet rounded the value and not enough significant digits were shown in the bid schedule.
78	Root Barrier quantity changed. Use 16 feet total per tree. (8 feet on each side)
79	Quantity updated
80	Item description changed to Shrubs, 5 Gal.
82	Quantity updated
83	Quantity updated
85	Added “Plant” to the title and changed the unit to LS
87	Quantity updated
87A	New Bid Item for Multiple Mailbox Supports

- 2. The following changes are made to the plans, drawings and specs:
Remove and replace the Key Dates with the following:**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed (“NTP”)
SUBSTANTIAL COMPLETION DATE: September 30, 2021
FINAL COMPLETION DATE: September 30, 2024 (3 years after landscape acceptance)

Attachments:

- D-Street Bid Schedule- Addendum #1, February 18, 2021.

**SPECIAL PROVISIONS
FOR ROADWAY AND HIGHWAY CONSTRUCTION**

**CLACKAMAS COUNTY DEVELOPMENT AGENCY
CLACKAMAS COUNTY, OREGON
D STREET IMPROVEMENT PROJECT**

DECEMBER 2020

Prepared by:



Expires 6/31/2021

D Street Improvement Project

The plans and specifications have been prepared by a multi-discipline team. The following is a general list of the firm's responsibilities and the sections of plans and specifications that each firm prepared:

Harper Houf Peterson Righellis Inc. – General Civil Engineering Plans including road improvements, utilities, erosion control, storm detention and treatment, sanitary, water, temporary and permanent traffic control, and landscape plans. HHPR compiled the specification booklet and provided input or information related to special provisions for the above mentioned sections of work.

DKS Associates – Temporary and permanent traffic control, traffic signals, signal interconnect, signing, pavement markings, and street lighting. DKS Associates provided input or information related to the special provisions for the above mentioned sections of work.

GeoDesign – Contaminated Material Management Plan. GeoDesign provided input or information related to the special provisions for the above mentioned sections of work.

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INFORMATION PROVIDED UNDER SEPARATE COVER

- D STREET IMPROVEMENTS BID SET DRAWINGS
- BID SCHEDULE

OTHER DOCUMENTS AVAILABLE FOR DOWNLOAD FROM FTP SITE:

FTP site: [https://hhpr.egnyte.com/fl/sldmpYnMJm/D_ST - Contractor Supplemental Info](https://hhpr.egnyte.com/fl/sldmpYnMJm/D_ST_-_Contractor_Supplemental_Info)

- Geotechnical and Pavement Design Reports
- Level II Hazardous Materials Corridor Study
- Supplemental Design Information and Project CAD files
- Private Utility Designs or Records – PGE
- Water Plan Installation for Fuller Station North of D Street

WORK TO BE DONE

The Plan Sets for this project is entitled:

D STREET, CLACKAMAS COUNTY, OREGON

The D STREET project includes the construction of two new roadways as well as widening and improvement to SE Fuller Road and SE Otty Road.

Improvements include new concrete and asphalt roadways name D Street, widening of Fuller Road and Otty Street, signal modifications, bike lanes, new or improved sidewalks, multi-storm drainage facilities, water improvements, sanitary sewer improvement, landscaping, and street lighting.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

The construction drawings may include standard drawings or details within the plan set or they may be included by reference. If standard drawings or details are included, it is intended to indicate that this specific drawing be used. If standard drawings or details are referenced, it is intended to indicate that the latest available drawing should be used.

CLASS OF PROJECT

This is a Clackamas County Project. The construction of this project is not federally funded.

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(a) Grammar - Add the following bullet to the bullet list:

- For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits

Add the following to the first bullet (Statutes and Rules):

Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website:

<https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx

00110.10 Abbreviations

Add the following:

CCDA - Clackamas County Development Agency
DTD - Clackamas County Department of Transportation and Development
LCRB - Local Contract Review Board
ODFW - Oregon Department of Fish and Wildlife
UNS - Utility Notification System
WES - Water Environment Services of Clackamas County

00110.20 Definitions

Add or modify definitions as follows:

Agency – The term "Agency" shall refer to Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Agreement – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division 160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as "Notice to Award".

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

Bid Booklet – The bound paper version included in the Solicitation Documents.

Bid Documents- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition.
- Plans and drawings
- Other documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions
- Minimum Contractor Qualifications Submittal Form

Bonds - The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, Field Directives, or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders must be agreed upon, in writing, by the County Project Manager and/or the Contractor's designated representative, prior to beginning work.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – Synonymous with Agency.

Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

Legal Holiday - As defined in 00170.65 "Minimum Wage and Overtime Rates for Public Works Projects".

Lump Sum - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Procurement Division.

Owner – Synonymous with Agency.

Project Manager – The Owner's representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

State - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Substantial Completion – The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents, such that they can be utilized by the County for the purposes intended as determined by the Engineer.

Temporary – Work or Bid Items identified as "temporary" require removal once they are no longer needed. All removal costs are to be considered incidental to the temporary item.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and legal holidays.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete and replace with the following:

See Instructions to Bidders.

00120.01 General Bidding Requirements – Delete and replace with the following:

See Instructions to Bidders.

00120.05 Requests for Solicitation Documents – Delete and replace with the following:

See Notice of Public Improvement Contract and Instructions to Bidders.

The full size drawings can be purchased from Precision Images, at 900 SE Sandy Boulevard, Portland, OR, phone number 503-274-2030. Fax number 503-222-1879.

Copies of the Oregon Standard Specifications for Construction and Supplements may be purchased from the Oregon Department of Transportation from the Plan Distribution Center in Salem, Oregon.

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Delete the third paragraph.

00120.17 Use of Agency-Owned Land for Staging or Storage Areas – Add the following:

84th Avenue, between STA 3+75 and STA 8+75 may be available to the contractor for a staging area. See Section 00290.10.

00120.25 Subsurface Investigations - Replace the first two sentences of the first paragraph with the following:

The Agency or its consultant has conducted subsurface or geologic investigations of the Project Site, and the results of these investigations are available at the Clackamas County's PM office and on the project FTP site. Refer to the "Other Documents Available for Download" section following the Table of Contents for link to FTP site.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.40 Preparation of Bid – Delete and replace with the following:

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:
See Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.68 Mistakes in Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.70 Rejection of Bids – Delete and replace with the following:

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Delete and replace with the following:

See Instructions to Bidders.

00130.15 Right to Protest Award – Delete and replace with the following:

See Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- * The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).
- * "Oregon Standard Drawings" latest edition, as published by ODOT.
- * Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.
- * Clackamas County Standard Drawings located at www.clackamas.us/engineering/roadway.html

00130.40 Contract Bonds, Certificates, and Registrations - Delete and replace with the following:

See Instructions to Bidders.

00130.50(a) By the Bidder – Delete and replace with the following:

See Instructions to Bidders.

00130.50(b) By the Agency – Delete and replace with the following:

Within 10 Working Days after the Agency has received and verified the properly executed documents specified in the Instructions to Bidders, and received legal sufficiency approval from the Agency's attorney, the Agency will request Clackamas County Board of Commissioners or County Administrator's Approval of the Contract. Approval will occur within 21 Calendar Days after the Agency has received and verified the properly executed documents. The Agency will then send a fully executed Public Improvement Contract (Contract Form) to the successful Bidder, who then officially becomes the Contractor.

While construction (field) work may not begin until after the Seasonal Work Restriction period ends (January 10), Clackamas County will be issuing NTP as quickly as possible. The Contractor is encouraged to begin pre-construction preparation and activities (such as preparation of subcontractor agreements, coordination meetings and processing submittals) prior to that date to facilitate a speedy start once the Seasonal Work Restriction period has concluded.

00130.70 Release of Bid Guaranties – Delete and replace with the following:

Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

00140.30 Agency-Required Changes in the Work – Delete and replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

00140.31 "As-Built" Records - Add the following section:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the work proceeds. The Contractor's "as-built" drawings shall be made available for inspection or review at any time throughout construction. Maintenance of accurate, complete and current "as-built" drawings will be a requirement for full partial payment of the work completed. At project completion and as a condition of final payment,

the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

00140.70(c) Consideration of Proposal - Add the following to the end of this paragraph:

Cost Reduction Proposals will not be considered during the bidding process.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.00 Authority of the Engineer – Delete and replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

00150.15 Construction Stakes, Lines and Grades – Add the following to the end of Paragraph (b):

The Engineer will stake the following:

- Right-of-way or easement lines
- Limits of clearing and limits for demolition of structures (sawcut lines are not staked)
- Utility installation (storm, catch basins, waterlines, hydrants, etc.)
- PGE vaults
- Rough grading and subgrade (one time)
- Top of aggregate base
- Road Improvements (curbs, sidewalks, planters, median, etc.)
- Curb Ramps (based on Contractor's working drawings). Note – Contractor is responsible to verify ADA requirements are met prior to placing concrete. See 00759.46

- Signal pole and pedestrian pole installations
- Private property improvements such as parking lots, driveway connections, etc.
- Wall alignments and wall foundations
- All stakes will be one-time only.

Engineer will provide STA marks to aid in contractor striping layout. The engineer is not responsible to stake actual stripe lines. The contractor will lay out striping location in the field, based on actual conditions and plan dimensions.

Typically the Engineer will stake all design elements that are specifically identified (by STA/Offset) on the plans, or that can be directly calculated from design information. Some items (sawcut lines, junction boxes, utility vaults, erosion control fence, etc.) are shown schematically and may need to be field adjusted to fit within project constraints.

00150.40 Cooperation and Superintendence by Contractor:

00150.40(a) General – Add the following:

- Attend weekly construction meeting with the Engineer either on-site or at a location to be determined by the Engineer.

00150.50 Cooperation with Utilities: Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

00150.50 Cooperation with Utilities: Add the following to the end of Paragraph (c):

- The Contractor will make arrangements for the removal, relocation, or adjustment of utilities and show utility work on the project schedule. The Contractor shall be responsible for coordinating, communicating, and scheduling work with the utility companies through the entire project. The Contractor shall obtain the available plans for utility relocations in the project area from the utility servers.
- The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.
- The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.
- The Contractor shall coordinate with property owners and utility representatives and make every effort to minimize disruption when transitioning between existing and new utility services.

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Contact Information: The following organizations have been identified to possess utilities within the project area:

Utility and Representative

PGE – Power

Stacy Ferguson
1705 NE Burnside
Gresham, OR 97030
(503) 669-5259

Tim Anderson
3700 SE 17th Avenue
Portland, OR 97202
(503) 736-5504

Description of Work/Duration:

PGE power improvements include installation/relocation of poles and adjustment of power lines. Close coordination with PGE by the contractor is critical to the completion of the project within the project timeline. PGE crews can be expected to be on-site at any time during the entire duration of the project. Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. Contractor shall maintain at least 10 feet of safety clearance.

PGE power improvements are included with the contract work. The Contractor will be responsible for trenching and backfilling joint utility trench and service trench, installing PGE conduit/bends, vaults, all systems required for relocation of PGE power facilities as shown on PGE drawings. PGE will complete installation of new aerial poles/wires and complete any aerial adjustments to new or existing facilities. The Contractor will also be responsible for coordinating the work of other utilities to ensure their conduits & structures can be placed within the joint trench, before completing backfill work. Once Contractor work is complete and approved by PGE, PGE will pull cable, and energize.

PGE – Lighting Services

Jason Morin
(503) 742-672-5474
209 Warner Milne Road
Oregon City, OR 97045
Jason.Morin@pgn.com

Description of Work/Duration:

PGE lighting improvements are included with the contract work. The Contractor will be responsible for trenching, backfilling, and installing conduit, junction boxes, and pole foundations throughout the project and in some locations may also be responsible for installation of poles, luminaires, and wiring. Please review project specifications for full breakdown of responsibilities. The Contractor shall complete all work as shown on the PGE drawings and street lighting plans, including connection of street lights to a power source. Once Contractor work is complete and approved by PGE, PGE will install remaining light poles and luminaires, pull cable, and energize.

N.W. Natural Gas

Jeremy Lorence
(503) 226-4211 Ext. 6772
220 NW Second Avenue
Portland, OR 97209
Jeremy.Lorence@nwnatural.com

Description of Work/Duration:

N.W. Natural Gas (NWN) has utilities within the project area. Close coordination with NWN by the contractor is critical to the completion of the project within the project timeline. NWN crews can be expected to be on-site at any time during the entire duration of the project.

Clackamas River Water District

Joe Eskew
(503) 723-2565
16770 SE 82nd Drive
Clackamas, OR 97015
Jeskew@crwater.com

Description of Work/Duration:

Clackamas River Water District (CRW) may be relocating their facilities and/or observing contracted water improvements throughout the duration of the project. Close coordination with CRW by the contractor is critical to the completion of the project within the project timeline. CRW District personnel can be expected to be on-site at any time during the duration of the project.

Clackamas County - Water Environment Services (WES)

Don Kemp
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4577
DonKem@co.clackamas.or.us

Description of Work/Duration:

Water Environment Services (WES) improvements are included with the contract work. WES, or a designated authority, will be inspecting and observing relocations and/or adjustments of the sanitary and storm systems. WES personnel can be expected to be on-site at any time during the duration of the project.

AT&T

Maria Guzman
420 S Grand Ave., Rm 707
Los Angeles, CA 90071
213-787-9996
Mg1371@att.com

Scott Butler
Commstructure Consulting LLC (for AT&T)
811 Railroad Ave.
Oregon City, OR 97045
503-785-3975
scott@commstructureconsulting.com

Description of Work/Duration:

AT&T may be relocating their facilities throughout the duration of the project. Close coordination with AT&T (or Commstructure Consulting, LLC as their representative) by the contractor is critical to the completion of the project within the project timeline. AT&T/Commstructure crews can be expected to be on-site at any time during the entire duration of the project.

Comcast

Matt Bravo
7900 NE Killingsworth St
Portland, OR 97218
503-351-9311
Matthew_bravo@comcast.com

Shawn Murphy
K&B Technical Solutions (for Comcast)
6566 SE Lake Road, Suite E & F
Milwaukie, OR 97222
503-650-6041 ext. 213
shawn_murphy@kbsmail.net

Description of Work/Duration

Comcast may be relocating their facilities throughout the duration of the project. Close coordination with Comcast (or K&B Technical Solutions as their representative) by the contractor is critical to the completion of the project within the project timeline. Comcast/K&B crews can be expected to be on-site at any time during the entire duration of the project.

Century Link

Scott Miller
Utility Specialist
8021 SW Capitol Hill Rd. Rm 110
Portland, OR 97219
503-242-4144
scott.miller4@centurylink.com

Description of Work/Duration

CenturyLink may be relocating their facilities throughout the duration of the project. Close coordination with CenturyLink by the contractor is critical to the completion of the project within the project timeline. CenturyLink crews can be expected to be on-site at any time during the entire duration of the project.

Zayo (formerly Integra/ELI)

Joseph Kleinsasser
25411 NE 227th St
Battleground, WA 98604
720-549-2293
joseph.kleinsasser@zayo.com

Description of Work/Duration

Zayo may be relocating their facilities throughout the duration of the project. Close coordination with Zayo by the contractor is critical to the completion of the project within the project timeline. Zayo crews can be expected to be on-site at any time during the entire duration of the project.

Verizon

Mohammed Felemban
10001 SE Sunnyside Rd, Ste 210
Clackamas, OR 97015
503-998-8398
mfelemban@henkels.com

Description of Work/Duration

Verizon may be installing new facilities throughout the duration of the project. Close coordination with Verizon by the contractor is critical to the completion of the project within the project timeline. Verizon crews can be expected to be on-site at any time during the entire duration of the project.

00150.55 Cooperation with other Contractors – Add the following:

In addition to the utility work on the project, the following contract work may be ongoing within or near the Project Area during construction:

- Fuller Station Housing Project will be constructing their project concurrently with the D Street Project. Close coordination with the Fuller Station Housing Project will be required. The Fuller Station contractor will be connecting to the public utilities in D Street, and in some cases, will be installing “dry” utility lines for the D Street contractor to connect to.
- The Contractor shall not pour the sidewalk adjacent to the building for the Fuller House Station Housing Project until the finished foundation and sidewalk and any other finish exterior elements are completed on the building to ensure the sidewalk is not damaged by construction.
- The installation of a new 30” storm line replacing a 24” line in Fuller Road will occur in front of a project that is scheduled to redevelop including the construction of frontage improvements. The contractor shall coordinate the work with adjacent development.

The contractor shall coordinate with contractors from these or any other projects that may be occurring or affecting traffic within the project area during construction.

00150.70 Detrimental Operations – Add the following:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor’s operations shall be repaired or replaced to equal or better condition at the Contractor’s expense. To aid in the defense of private property claims against the Contractor and the County, the Contractor shall, prior to start of construction, provide to the Engineer a DVD recording showing all private property which may be disturbed during construction. The Contractor shall include in the video any areas, public or private, that are to be used as staging to document the pre-construction condition of the surface.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.20 Preferences for Materials – Add “Federal highway funds are NOT involved on this Project.”

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses, and Taxes – Add the following:

The portion of this project that will be constructed in Clackamas County road right of way and streets will not require any further street opening permits from Clackamas County to perform the work required under this contract.

The contractor must take out all necessary electrical permits and pay all fees for the project including but not limited to the following:

- Signal Installation
- Private lighting modifications
- Private sign connections
- Irrigation power connections
- All other private or public connections

00170.03 Furnishing Right-of-Way and Permits – Add the following:

Add the following bullet items:

- The Contactor must comply with all special requirements of the written agreements between the County and the Property Owners for work on Private property within the limits of the Temporary Construction Easements or as established by the right-of-entries signed by the property owners to connect driveways to the new roadway. Copies of these agreements are available at Clackamas County from the County’s Project Manager, Terry Mungenast.
- The Contractor may not store materials or equipment within project TCE’s unless specifically approved by the Project Manager.

00170.61(a) Workers' Compensation - In the paragraph, replace "00170.70(d)" with "the Agreement".

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70(a) Insurance Coverages - Supplement this section with the following:

The Contractor shall provide the following:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	aggregate limit not required

Add the following:

The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the Agency in writing.

00170.70(c) Additional Insured - Add the following:

Add the following as Additional Insured's under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Harper Houf Peterson Righellis Inc and its officers, agents, employees, and subconsultants.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this Subsection:

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Harper Houf Peterson Righellis Inc. and its officers, agents, employees, and subconsultants.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

00180.21 Subcontracting - Add the following to subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Some local businesses and private property owners will be affected by construction activities on this project and the Contractor is expected to coordinate and work with them to minimize impacts to homes, businesses and to their customers. Access to homes and businesses impacted by this project must be maintained at all times. The Contractor shall coordinate with owners regarding all work on their property or impacting their parking and/or access to ensure minimal impact or specific needs during construction are met.

Some properties within the project area have negotiated contract work to be included or restrictions that limit construction activities on their properties. The Contractor must comply with all special requirements of the written agreements between the County and the Property Owners for work on Private property within the limits of the Temporary Construction Easements or as established by the right-of-entries signed by the property owners to connect driveways to the new roadway. Copies of these agreements are available at Clackamas County from the County's Project Manager, Terry Mungenast.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
Limited Duration Road Closure	00220.40(f)
Regulated Work Areas	00290.34(a)
Noise Control	00290.32

Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic	00745.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules – Add the following:

A Type B schedule as detailed in the Standard Specifications is required on this Contract. In addition, a three-week look-ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the current week and the following three-week period. The three-week look-ahead schedule shall be in a format agreed upon by the Contractor and the Engineer.

00180.42 Preconstruction Conference - Add the following:

Before meeting with the Engineer for the preconstruction conference, hold a group utility scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utility's time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- DVD showing pre-construction record of private property potentially impacted by construction. See 00150.70.

A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following subsection:

00180.44 Critical Time Periods - Note the following critical time periods, where only certain types of work can be performed throughout the project, and specific completion times for those work items:

- All trees and shrubs which require removal, must be removed by March 1, 2020, to avoid additional costs related to the Migratory Bird Treaty Act (MBTA).
- Interim Utility Improvements: The D Street Interim Water Line shown on Sheet 14.5 including the full operation of the Fire Hydrant on the plans shall be installed, tested and accepted prior to June 15th, 2021 in order to provide fire protection for the Fuller Station Development during construction. All storm lines for the project shall be installed and operational prior to June 15th, 2021 with the exception of the installation of the storm line in Otty Road west of D Street, and the upsizing of the storm line in Fuller Road at the Otty Road Intersection.

00180.50(h) Contract Time – The Contractor shall complete all Work to be done under the Contract, except for Plant Establishment, not later than **September 30, 2021**. The Contractor shall complete all Work to be done under the contract, including the 1st year plant establishment (incidental), and the 2nd and 3rd Year Plant Establishment period, which follows, not later than three years following the date original planted materials are accepted by the County.

00180.65 Right of Way and Access Delays - Add the following paragraph:

There are anticipated ROW or Access Delays for the project.

Property 2: Access to the acquired ROW and Temporary construction easements on this property will not be available until June 1, 2021. If the property becomes available sooner, the project manager will release it to the Contractor. The contractor may work in the existing ROW in front of these properties.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages – Remove subsections (1) and (2) and replace with the following:

The liquidated damages for failure to complete the Work per Calendar Day is outlined below:

There shall be liquidated damages given in the following paragraphs (a), (b), and (c):

(a) Complete all tree and shrub removal work associated with MBTA requirements not later than **March 1, 2021**, as property availability allows. The daily amount of liquidated damages will be \$200.

(b) Complete all work as outline in the Interim Utility Improvements noted in 00180.44 not later than **June 15, 2021**. The daily amount of liquidated damages will be \$1,000

(c) Complete all work to be done under the contract, except for Plant Establishment, not later than **October 31, 2021**. The daily amount of liquidated damages will be \$2,000

If liquidated damages should become payable concurrently under any combination of (a), (b) and (c) above, the daily maximum amount of liquidated damages will be \$2,500.

Add the following subsection:

00180.85(c) Lane Closures and Road Closures - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20 Contractor to Provide Vehicle Weigh Scales: Delete and replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.12 Steel Material Price Escalation/De-Escalation Clause – Modify as follows:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50 (b) Retainage - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). “Cash, Alternate A” or “Cash, Alternate B” are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) “Cash, Alternate B (No Interest Earned)”. If the Agency incurs additional costs as a result of the Contractor’s election to use “Bonds and Securities”, the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract..

00195.50(d) Release of Retainage- Delete the first two paragraphs and add the following bullet items:

- When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.
- When the work is 100% complete and all contract requirements have been satisfied, all retainage will be released.

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications, modified as follows:.

Add the following subsection:

00196.90 Extra Work Allowance - The bid schedule of prices contains the bid item “Extra Work as Authorized”. This bid item serves as a contingency for a pre-determined amount of Engineer-ordered Extra Work. All bidders shall reflect this same amount in their total bid. No bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for Extra Work.

The contractor must receive written approval from the Engineer or County Project Manager prior to start of any work to be paid as Extra Work. Any work completed prior to receipt of written approval may not be eligible for compensation.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

The Contractor must properly submit a claim as detailed in 00199.30.

00199.40 Claim Review Procedure - Delete the entire section and replace with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The County intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Project Manager will review the Engineer's decision on the claim and advise the Contractor of the decision in writing. If the Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

If the Contractor does not accept the Project Manager's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of 45 days following the mailing of the decision or within 45 days following the date of "Second Notification", whichever is later. If said suit or action is not commenced within said 45 day period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:
Add the following subsection:

00220.01(d) Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00220.02(a) General Requirements - Add the following bullet to the end of the bullet list: When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.

00220.03(b) Closures - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.01(b) Definitions – Add the following to the end of the subsection:

Temporary Walk – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

Add the following subsection:

00225.01(d) Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00225.02(a) Temporary Signs - Add the following bullet(s) to the end of the bullet list:

- At least ten Calendar Days before closing sidewalks, place a "SIDEWALK CLOSED, Full Time" (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.

- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the “SIDEWALK CLOSED, Full Time” (CW11-4) signs while the TPAR is open to pedestrian traffic.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on SE Otty Road and SE Fuller Road, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 200 feet in advance of project limits on both Otty Rd and Fuller Rd, facing incoming traffic.
- Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after project completion.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.

00225.17 Temporary Sidewalk Ramps - Replace the title of this subsection with “Temporary Curb Ramps and Temporary Walks”

Add the following paragraph to the end of this subsection:

Use a Temporary Walk from the QPL or use ACP, PCC, or other approved Materials for on-site constructed Temporary Walks.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

For paving operations on non-freeways, place “ABRUPT EDGE” (CW21-9) and “ROAD WORK XX MPH” (CW20-1a) signs as shown. Use an “XX” value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.

For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the “ABRUPT EDGE” signs.

Remove all inappropriate roll-up signs at the end of each shift.

00225.47 Temporary Sidewalk Ramps - Replace the title of this subsection with “**Temporary Curb Ramps and Temporary Walks**”

Add the following paragraph to the end of this subsection.

Construct Temporary Walks as shown or directed. Repair or reconstruct unacceptable Temporary Walks before opening to pedestrian traffic.

00225.67 Temporary Sidewalk Ramps - Replace this subsection with the following subsection:

00225.67 Temporary Curb Ramps and Temporary Walks - Inspect and maintain temporary curb ramps and Temporary Walks for:

- Any damaged curb ramp or walk surfaces.
- Ramp and walk alignment or connections to existing sidewalks or Roadway surfaces.
- Compliance with the dimensions and grades in the Standard Drawings or requirements approved by the Engineer.
- Items identified by the manufacturer’s recommendations.
- Other ramp or walk quality or performance issues, as directed.
- Keep ramps and walks unobstructed. Maintain a firm, stable, and slip resistant surface free of debris.

After completion of the Work, restore the area on which the temporary curb ramp or Temporary Walk occupied as directed.

SECTION 00240 – TEMPORARY DRAINAGE FACILITIES

Comply with Section 00240 of the Standard Specifications, modified as follows:

00240.00 Scope – Add the following:

The Contractor shall provide adequate temporary drainage systems that do not allow ponding of storm water through the project, flooding of any adjacent properties, or facilities that replace any existing storm sewer ditches and pipes that must be removed or altered as a result of construction. The temporary drainage facilities shall be connected into an existing piped or ditch system. Connection to existing drainage system shall be approved by the Engineer.

The scope of work shall also include grading of temporary drainage ditches, small berms necessary to convey flows to the newly installed drainage facilities or to existing drainage facilities.

00240.80 General - Delete and replace with the following.

There will be no measurement for the installation and maintenance of temporary drainage facilities.

00240.90 Lump Sum Basis – Delete and replace with the following:

Payment will be made at the Contract Lump Sum amount for the item “Temporary Drainage Facilities”. Payment will be payment in full for furnishing, placing, maintaining and removing temporary drainage facilities, including any temporary drainage pipe, as specified.

SECTION 00270 – TEMPORARY FENCES

Comply with Section 00270 of the Standard Specifications, modified as follows:.

00270.90 Payment - Add the following pay item:

Pay Item	Unit of Measurement
-----------------	----------------------------

(d) Temporary Fence, 6 Ft Chain Link Fence with Concrete Blocks.....	Foot
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For item (d), placement of privacy slats in front of Property 3 per the final agreement will be considered

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock material with a diameter of 12 inches.

00280.16(i) Concrete Washout - Delete the bullet that begins “**Geotextile** - Type 2 drainage...”.

00280.48 Emergency Materials - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency materials on the Project site:

Item	Quantity
Biofilter Bags.....	20 Each
Plastic Sheeting	100 Square Yards
8” Compost Filter Sock	200 Feet

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer with 24 hours.

SECTION 00290 – ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.10 Staging and Disposal Sites - Add the following to the end of this subsection:

The following staging site is available for Contractor use:

- The contractor may utilize a portion of the County owned property west of the N–S D Street Roadway. Coordinate with the County Project Manager prior to use.

00290.20(c)(2) Clean Fill - Add the following paragraph to the end of this subsection:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

00290.20(c)(1) General - Add the following:

Railroad ties and painted curbs are to be considered hazardous waste and shall be handled/disposes as such.

00290.32 Noise Control - Add the following paragraphs to the end of this subsection:

The Contractor shall comply with the applicable noise control requirements of the ordinance for project work in Clackamas County.

Copies of the ordinance and noise control code (Title 6.05) are available at the office of the Project Manager or online at www.clackamas.us/code.

00290.36(a) Migratory Birds - Add the following paragraphs to the end of this subsection:

Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, including existing work platforms, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

Add the following subsection:

00290.36(c) Avoid Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

- Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year.
- Do not begin work until the migratory bird protection plan is approved.
- In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70.

Unless authorized in writing by the Engineer, return to the Engineer, within 5 Calendar Days of removal, all exclusionary measures applied by others prior to the NTP for the Project.

SECTION 00294 – CONTAMINATED MEDIA

Section 00294, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00294.00 Scope - In addition to the requirements of Section 00290 and these specifications, this work consists of the following:

- Excavate, transport, and dispose of contaminated soils from the following locations:

Location/Station	Depth below grade (feet)	Approximate Quantity (tons)	Known Contaminants
See map below	1 feet and below	1,900	Lead



- Prepare a Health and Safety Plan (HASP) for work within the contaminated areas of the Project.

A report titled “Level II Hazardous Materials Corridor Study” dated January 27, 2020 completed by GeoDesign. This report is available on the project FTP site. Refer to the “Other Documents Available for Download” section following the Table of Contents for link to FTP site.

00294.03 Submittals - Submit the following documents:

- A site specific HASP at least 10 Calendar Days before the pre-construction conference.
- Modifications to the HASP that are requested by the Engineer within seven Calendar Days of the request.

00294.05 Health and Safety Plan - Prepare a site specific HASP that meets or exceeds the requirements of 29 CFR 1910.120 and include a personnel and equipment decontamination plan that details how decontamination media will be contained and disposed.

Maintain a copy of the HASP on site at all times and readily available to employees and inspectors during construction activities. If additional information becomes available regarding the site specific conditions, revise the HASP and submit the revised version to the Engineer. Review of the HASP by the Engineer does not indicate that the HASP is fully compliant with State or federal requirements. Compliance is the responsibility of the Contractor. Review by the Engineer will not impose liability upon the Agency or relieve the Contractor of responsibilities under the Contract.

Do not begin work in contaminated areas until the Engineer provides written acknowledgement of the HASP.

All personnel entering contaminated areas shall follow the requirements of the HASP.

Labor

00294.30 Personnel Qualifications - Provide employees meeting the following requirements:

- Any required certifications by DEQ that are required for the specific contaminants.

Construction

00294.40 Contaminated Soil Excavation - Excavate and handle contaminated soil according to the following:

- Schedule Contaminated Soil Excavation during the summer months, when the water table is low, or at a time when all excavation and backfill work can be completed in dry conditions, as approved by the Engineer.
- Notify the Engineer 3 Calendar Days before beginning excavation activities within contaminated areas.
- Allow the Agency to collect soil samples during excavation activities.
- Allow Agency access to field screen soils for contaminants during excavation.
- Segregate non-contaminated soil from contaminated soil during excavation activities, as directed.
- Load contaminated soil directly into trucks and transport directly to the recycling or disposal facility.
- Contractor is responsible to provide opportunity for County Inspector to document each truck and approximate load size, before it leaves the site. Only properly documented and verifiable contaminated loads will be paid for.
- Remove contaminated media from the exterior of all vehicles before they leave the Project Site.
- Where over excavation is required and approved by the County, backfill the excavation according to 00330.42.

00294.41 Contaminated Soil Management - Reuse, recycle, or dispose of contaminated soil according to any of the following:

- **Landfill Disposal:**

- Obtain the Engineer's approval of the disposal facility before disposing of the contaminated soil.
 - Transport the contaminated soil to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill for disposal.
 - Complete and sign all manifests and bill-of-lading forms for handling, loading, transporting, and disposing of the contaminated soil.
 - Pay all filing and permit fees.
- **Recycling:**
 - Obtain the Engineer's approval of the recycling facility before disposing of the contaminated soil.
 - Transport contaminated soil to a DEQ permitted recycling facility.
 - Complete and sign all manifests and bill-of-Lading forms for handling, loading, transporting, and recycling the contaminated soil.

Measurement

00294.80 Measurement -

No measurement of quantities will be made for health and safety plan.

The quantities of contaminated soil removed will be measured on the weight basis, based on the recycling or disposal facility weigh tickets.

Payment

00294.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Health and Safety Plan	Lump Sum
(b) Contaminated Soil Removal	Ton

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications, modified as follows:

00310.00 Scope - Add the following:

The work shall include the removal and/or relocation of existing landscape features that must be removed for the project. The work shall also include the removal of walls, existing fences and foundations, existing inlets, culverts, and disconnecting, protecting, and/or capping the existing utility lines as shown on the plans.

Add the following subsection:

00310.03 Submittals - Provide unstamped removal plans, according to 00150.35, 28 calendar days before beginning major sign structure removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of sign truss bridge removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin major sign bridge removal work until the removal plans have been approved.

00310.91 Lump Sum Basis – The estimated quantity for items to be removed and paid on the lump sum basis is as follows:

Among other removal work, item (a) includes the removal of AC Pavement, Concrete, Curb and Concrete Surface that is estimated at 4,800 Square Yards. This estimated quantity is provided for the benefit of the Contractor, however the Contractor is responsible for calculation of their own quantity of surfaces to be removed in preparation of their bid. No payment adjustment will be made based on actual quantities removed.

The lump sum bid under item (a) also includes the removal of the existing ultra-block style wall necessary for the connection of the concrete walk to the ODOT multi-use path. The contractor shall utilize the blocks to make a 90 degree corner in the wall and restack as necessary as directed by the Engineer. Any unused blocks shall be disposed of by the Contractor.

Sawcutting existing surfaces or structures shall be considered incidental to item (a).

SECTION 00320 – CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(a) Clearing Trees and Other Vegetation - Add the following to the end of this subsection:

Trees and vegetation within available right of way must be removed between September 1 and March 1 of each year to comply with MBTA requirements (See 00290.36(a)).

00320.42 Disposal of Matter - Replace this subsection with the following subsection:

00320.42 Ownership and Disposal of Matter - Vegetation and natural material designated for preservation and salvage are the property of the Agency. All other matter and debris accumulated from clearing and grubbing operations become the Contractor's property at the place of origin. Dispose of all matter and debris according to 00290.20.

00320.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for work zone fencing.

No separate or additional payment will be made for trimming existing trees or shrubs that are adjacent to sidewalks, roadways, pathways, etc. as required or as directed by the Engineer.

SECTION 00330 – EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.02 Definitions - Add the following:

General Rock Excavation – General Rock Excavation is defined as removal of solid bedrock, or ledge rock, which in the opinion of the engineer cannot be excavated or removed by dozers with rippers, or hydraulic excavator, but which requires the use of pneumatic rock splitters, hammers, and wedges.

00330.03 Basis of Performance - Delete this subsection and replace with the following:

00330.03 Basis of Performance – Earthwork to be performed under this specification including excavation, haul, disposal, and embankment construction, unless otherwise specified, will not be measured and will be paid for on the Lump Sum Basis.

00330.41(a-5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams. Certification must be delivered to County prior to material leaving the site.

Contractor shall provide written certification to Clackamas County DTD that the waste material is placed in a state approved and local agency approved location.

00330.41(a-9) Excavation Below Grade - Delete subsection 00330.41(a-9-c).

00330.41(e) Blasting – Replace this subsection, except for the subsection number and title, with the following:

Blasting will not be permitted on this project.

00330.42(c-3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

Add the following subsection:

00330.80 Measurement – Replace the first bulleted item with the following:

- There will be no measurement of quantities for general earthwork. **The Contractor shall complete their own earthwork calculations to confirm the required quantities for their bid.** The Engineer has estimated the following quantities utilizing AutoCAD Civil 3D 2018.

*Embankment: 485 cubic yards

*Excavation: 8,140 cubic yards

The Contractor should consider the following when preparing their lump sum bid:

* The Engineer’s earthwork volume estimates are calculated as the volume between subgrade of the roadway as indicated on the typical sections and the existing ground surface as indicated in the topographic survey. These estimated volumes do not reflect volumetric adjustments relating to stripping depths or removal of structures and obstructions such as existing asphalt concrete pavement and concrete sidewalks, curbs, and driveways that are identified to be removed. Earthwork quantities also include excavation required for placement of topsoil within the project limits including landscape areas, and other grading outside the limits of the roadway as shown on the plans.

A 5% contingency has been added to the earthwork quantity estimate to make grading adjustments as requested by property owners or directed by the Engineer. This additional 5% work contingency shall be reflected in the Contractor’s lump sum bid and will not be measured.

*The quantities estimated above exclude excavation and embankment for the following items, which are paid under the separate specific bid items:

Trench Excavation (Incidental to Pipe Installation)

All Concrete Curbs, Sidewalks (Incidental to those items)

All other items where the specifications specifically state that excavation is a part of the bid item

Some rock excavation may be required on this project. The estimated earthwork quantities already include volumes where rock could be encountered. Thus, the bid item for “General Rock Excavation” should be considered an “additional cost” for excavating through rock instead of soil.

Supplemental design information and AutoCAD Files are available on the project FTP site. For link to the FTP site, refer to the “Other Documents Available for Download” section following the Table of Contents.

00330.91(d) General Excavation - Delete the bullet that begins "Includes unsuitable material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

Add the following subsection:

00330.93 Excavation Basis Payment – Add the following pay item:

Pay Item	Unit of Measurement
(f) General Rock Excavation	Cubic Yard

Item (f) will be payment in full for all labor, equipment, tools, removal, disposal, and incidentals necessary to complete the work as required and as specified in these special provisions.

Add the following subsection:

00330.95 Lump Sum Basis - All earthwork, including all excavation and embankment as defined under Section 00330, shall be completed on a Lump Sum Basis under the following pay item:

Pay Item	Unit of Measurement
(a) Earthwork – Excavation and Embankment	Lump Sum

Payment includes payment in full for excavating, selecting, handling, hauling, placement and compaction of the materials as specified and all other costs associated with furnishing required embankment materials.

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00340 – WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00350 – GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 – RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 – TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.12 Bedding - Replace this subsection, except for the subsection number and title, with the following:

Bedding material shall be ¾"-0 aggregate bedding.

00405.13 Pipe Zone Material – Replace the sentence beginning “For rigid pipes...” with the following:

For rigid pipes, furnish ¾"-0 base aggregate, conforming to 2630.10

00405.14(b) Class B Backfill – Replace the sentence beginning “Designated size shall be...” with the following:

Designated size shall be ¾"-0.

00405.46(c)(1) General – Replace the sentence beginning “Use Class B backfill...” with the following:

00405.46(c)(1) General – Use ¾"-0 backfill.

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins “Compact the top 3 feet...” with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

SECTION 00440 – COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.13 Field-Mixed Concrete - Add the following paragraph to the end of this subsection:

Pre-packaged dry blended concrete, meeting the requirements of 00440.12, may be used for work items listed in 00440.14(a).

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications, modified as follows.

00445.11 Materials - Modify as follows:

Storm Pipe: Unless otherwise noted, all storm pipe, 12" diameter and larger, shall be ADS SaniTite HP pipe or reinforced concrete pipe. Storm pipe, if required for shallow installations, shall be Class 52 Ductile Iron Pipe.

Sanitary sewer pipe and storm pipe smaller than 12" diameter shall be PVC, ASTM D3034 SDR 35 and shall comply with Clackamas County Service District No. 1 specifications.

00445.40 General – Add the following to the end of the section:

(h) Potholing – The Contractor must pothole all utility crossings to confirm that there are no grade conflicts. If a grade conflict is found, the Contractor shall report immediately to the Engineer. Additionally, the Contractor shall begin coordinating the relocation work with the specific utility company.

00445.80 Measurement – Modify as follows:

00445.80(a) Pipes - In the length bullet, add ", to the nearest foot" after the word "applicable".

00445.80(a) Depth – Delete this subsection. There will be no measurement for pipe depth.

Add the following:

00445.80(k) Upgrade to Class E Backfill – The quantities of Class E Backfill will be measured on the length basis, regardless of trench width or depth.

00445.91 Payment - The accepted quantities of pipe and related work items performed under this Section will be paid for at the Contract unit price, per the unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) _____ inch _____ Pipe _____, Granular Backfill	Foot

In item (a), the nominal pipe diameter will be inserted in the first blank. The type of pipe will be inserted in the second blank. If necessary, additional descriptive information will be inserted in the third blank.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Excavation and backfill for pipes greater than 72 inches in diameter will be paid for according to Section 510.

There will be no separate payment for pipe tees, pipe wyes, flapper valves, slip joints, sloped end section, safety end section, concrete pipe anchors, concrete closure collars, concrete in blocks,

reinforcement used in blocks, and metal pipe anchor. Installation of these items will be considered incidental and included in payment for the appropriate pipe pay item. Payment will include payment for pipe plugs, stoppers, other fittings required to accomplish the work, furnishing and installing the outer sleeve of the slip joint, furnishing and installing safety end sections, including safety bars when required.

No separate or additional payment will be made for:

- Trench excavation, bedding, pipe zone material, and trench backfill for pipes 72 inches and less in diameter, except when Class E backfill is required per 00445.46(c)(3)
- pipe plugs, stoppers, and other required fittings
- metal pipe anchors
- tracer wire
- hydrostatic, air, joint, and deflection testing
- video inspection
- temporary pumping/storage of sanitary effluent during transfers (if necessary)
- detention pipe fittings, access structures, or other elements required for construction.
- Sawcutting

When the Contract Schedule of Items does not indicate payment for pipes or other work under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.01 Cast-in-Place and Precast Construction – Modify as follows:

Precast Concrete Catch Basins and Inlets will not be allowed on this project.

00470.41 (c) – Grates, Frames, Covers and Fittings – Replace the sentence beginning “Set frames, covers and grates true...” with the following:

“Set frames, covers and grates true to the locations and grades established. Use tapered grade rings to ensure rims are set to match grades for both road slope and side slope and provide a smooth finished surface.”

00470.90 Payment – Modify as follows:

Add the following pay items:

	Pay Item	Unit of Measurement
(l)	Beehive Stormwater Overflow Inlet	Each
(m)	Cleanout	Each
(n)	Curb, Frame, and Door	Each

Delete the paragraph beginning “Payment will be...” and replace with the following:

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, appurtenances and incidentals necessary to complete the work as specified and as shown on individual details for complete installation of the specific items.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections..... 02450

00490.43 Abandoning Pipe in Place – Delete the second paragraph and replace with the following:

Fill all abandoned pipes with controlled low-strength material meeting the requirements of Section 00442.

00490.90 Payment – Modify as follows:

Delete Pay Item (g). Connection of an existing pipe to a new pipe, manhole, catch basin or inlet is considered incidental to pipe or structure installation.

Modify Pay Item (h) to pay by the cubic yard (for structures filled with aggregate).

Add Pay Item (j) "Controlled Low Strength Material", paid by the CY. This pay item will be used to pay for CLSM backfill as required and directed by the Engineer.

Valve adjustments to finished grade are incidental and no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00495 – TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.90 Payment - Add the following:

Trench Resurfacing will only be measured and paid on permanently placed Asphalt Concrete Pavement that is not part of the HMAC pavement placed under Section 00745. This includes pavement restoration for water lines, storm lines, and sanitary sewer in areas that will have milling and then be overlaid. The pavement thickness shall be the greater of the existing section and what is called out in the plans.

All other Trench resurfacing will be considered incidental to specific item installed.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(a) General - Replace this subsection, except for the subsection number and title, with the following:

Remove the existing pavement to the depth, width, grade and cross section shown or as directed. The use of a heating device to soften the pavement is not allowed.

Match Points: At all locations where the area to be cold planed abuts up to existing asphalt roadway, the contractor shall sawcut the asphalt equal to the depth of the cold plane at the match line prior to removal of existing pavement to provide a vertical surfaced, clean joint.

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

00620.90 Payment – Add the following to this section.

Sawcutting required at match points defined in Section 00620.40(a) shall be considered incidental to payment. No additional payment will be made for removal or disposal of pavement fabric or for the “increased cost” of hauling grindings that include pavement fabric.

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be 1"- 0 size. Base aggregate shall be “visually” clean. Any visually dirty aggregate base delivered to the project will be rejected.

00641.20 Mixing Plant - Replace the sentence that begins "Mix aggregate and water..." with the following two sentences:

Mix aggregate and water according to paragraph (a) of this subsection. Road mix is not allowed on this Project.

00641.41 Mixing, Hauling, and Placing - Replace the sentence that begins "Add water to the aggregate..." with the following two sentences:

Add water to the aggregate while mixing to provide a moisture content according to 00641.12 and paragraph (a) of this subsection. Road mix is not allowed on this Project.

00641.80 Volume Basis - Replace this subsection, except for the subsection number and title, with the following:

When measurement is by volume, quantities will be the theoretical neat line quantity constructed and accepted.

00641.90 Payment - Add the following to the end of this subsection:

Aggregate base within the road section under both the asphalt pavement section and concrete pavement, and under curb and gutters shall be 1"-0 and will be paid as "Aggregate Base" under 00641.90. See plans for depth requirements.

Crushed rock required under items outside of the road section (i.e. under sidewalks, driveways, etc.) shall be 3/4" – 0 and will be considered incidental to the appropriate bid item. See plans for depth requirements.

SECTION 00730 – EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for emulsified asphalt tack coat.

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 70-22 grade asphalt cement.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20.

00744.80 Measurement – Replace this subsection with the following:

00744.80 Measurement – The quantities of ACP will be measured on the weight basis, with separate measurement for asphalt concrete mixture and the asphalt cement contained in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00744.90 Payment – Replace this subsection with the following:

00744.90 Payment - The accepted quantities of ACP incorporated into the Project, whether or not recycled Materials are used, will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item Unit of Measurement

- (a) Level ____, ____ ACP ____ Ton
- (b) ____ Asphalt in ____ ACP Ton

In item (a), the following will be inserted in the blanks:

- The level of ACP (1, 2, 3) will be inserted in the first blank.
- The type of ACP (3/4 inch, 1/2 inch, 3/8 inch) will be inserted in the second blank.
- The words "in Leveling", "in Temporary", or "in Leveling and Temporary" will be inserted in the third blank when applicable.

In item (b), the performance graded asphalt binder will be inserted in the first blank. The types of ACP will be inserted in the second blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- Mineral filler, lime, anti-stripping or other additives
- QC testing
- Sawing, cleaning, and filling joints on bridge deck overlays

For all items under this section, adjustment of valve and boxes to finish grade for paving shall be considered incidental work.

SECTION 00749 – MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00756 – PLAIN CONCRETE PAVEMENT

Comply with Section 00756 of the Standard Specifications.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

00759.00 Scope - Add the following to the end of this subsection:

All work must meet the requirements of the American with Disabilities Act (ADA).

Add the following subsection:

00759.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00759.02(b) Sidewalk Ramp Plan – Add the following at the end of this subsection:

Do not begin any sidewalk ramp work before the plan for completing the work has been approved.

Add the following subsection:

00759.02(c) ADA Certification for Contractors - For all supervisory personnel who will directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

00759.03 Preplacement Conference - Add the following to the end of this subsection:

All supervisory personnel who have an active ODOT ADA Certification for Contractors and will directly supervise the curb ramp Work must attend the preplacement conference.

00759.10 Materials - Add the following to the list of materials:

Paint	00860
Paving Concrete	02001

00759.10 Materials – Add the following:

Pavers shall be 3 1/8" x 5" x 10" Aqua-Bric 4 by Willamette Graystone or approved equal. Install in running bond pattern.

Add the following subsection:

00759.11 Aggregate Base - Add the following to the end of this subsection:

Aggregate base within the road section (i.e. under “Concrete Curb” or “Concrete Curb and Gutter”) shall be 1”-0 and will be paid as “Aggregate Base” under 00641.90. See plans for depth requirements.

Crushed rock required under items outside of the road section (i.e. under sidewalks, driveways, etc.) shall be 3/4” – 0 and will be considered incidental to the appropriate bid item. See plans for depth requirements.

00759.22 Smart Level - Slopes will be verified with the use of a 24-inch SmartTool level model 92379 or model 92500, and a 6-inch SmartTool level model 92346. The 6-inch level will only be used to measure counter slope when there is a concrete gutter. All other locations will use a 24-inch level to measure slopes.

Add the following subsection:

00759.31 Qualifications - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

00759.43 Foundation Preparation - Add the following to the end of this subsection:

For medians, curbs for medians, or traffic separators constructed on existing asphalt surfaces, notify Engineer when forms are set to confirm lines and grades of structures. Do not begin placement of concrete until Engineer has reviewed and approved the layout and form grades.

Add the following subsection:

00759.55 Paint – Traffic Separators require application of two coats of yellow paint. Apply paint and reflective elements according to 00860.

00759.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count. Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

00759.90 Payment -

Replace pay items (n) with the following pay item:

(n) Extra for Curb Ramps Each

Add the following pay items to the pay item list:

Pay Item	Unit of Measurement
(q) Concrete Wheel Stops	Each
(r) Pavers	S.F.

Delete the paragraph that begins "Item (b) includes..."

6 Mil Black Plastic Liner for Stormwater Planters is incidental to the Bid Item Concrete Curb and Gutter, 24" Thick (at Stormwater Planter)

Replace the paragraph that begins "Item (n) includes the..." with the following paragraph:

Item (n) includes the additional Work required to construct a curb ramp or replace an existing curb ramp, including installation of truncated domes. When replacing an existing curb ramp or retrofitting a curb ramp into an existing concrete pedestrian facility, Item (n) also includes saw cutting and removal. Payment for the area of the new sidewalk ramp will be made under the "Concrete Walks" bid item.

Aggregate base within the road section (i.e. under "Concrete Curb" or "Concrete Curb and Gutter") shall be 1"-0 and will be paid as "Aggregate Base" under 00641.90. See plans for depth requirements.

Crushed rock required under items outside of the road section (i.e. under sidewalks, driveways, etc.) shall be 3/4" – 0 (except as noted in 00759.11), and will be considered incidental to the appropriate bid item. See plans for depth requirements.

No separate or additional payment will be made for Sidewalk Ramp Working Drawings, Sidewalk Ramp Plan, Preplacement Conference, concrete form verification, and any necessary repair, removal or replacement of Sidewalk Ramps.

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

Item (m) includes placing Pavers in the sidewalk as shown on the plans. The item includes placing paver, geotextile fabric and rock section, and sand specified per manufactures requirements as shown the plans.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.45 Installation - Add the following bullet before the bullet that begins "Place material according to...":

- Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

- Place material according to the manufacturer's installation instructions.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.10 Materials - Replace the paragraph that begins “Furnish structural steel materials...” with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

00930.40(e)(1) General – Add the following sentence to the end of the paragraph:

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

00930.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Minor Sign Supports	
Perforated Steel Square Tube Anchor Sign Supports	880

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.90 Payment -

Replace the paragraph that begins “Items (a), (b), and (c)...” with the following paragraph:

Items (a), (b), and (c) include payment for signs constructed with only ASTM Type III, ASTM Type IV, or non-reflective sheeting.

SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications modified as follows:

00950.02 Definitions - Add the following after the electrical systems definition:

The electrical systems to be modified under this Contract include:

- Traffic signal at intersection of SE Otty Rd/SE Fuller Rd

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Replace Section 00960 of the Standard Specifications with the following:

00960.01 Regulations, Standards, and Codes - Provide and install an illumination system satisfying the requirements and standards of Portland General Electric (PGE) Option A. Comply with the requirements of the PGE Statement of Streetlight Installation Responsibilities, latest revision.

00960.02 Equipment List and Drawing Submittals - Within 30 Calendar Days after execution of the Contract, submit two copies according to 00150.37 for all materials the Contractor proposes to install.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

00960.03 Permits – Provide the Engineer with copies of all required electrical permits prior to performing any work.

00960.10 Materials - Furnish illumination system electrical materials that are listed on the PGE Approved Street Lighting Equipment list dated November 21, 2018 or latest revision.

00960.30 Licensed Electricians - According to the Oregon Administrative Rule 918-282-0120(1), every person engaged in the installation of electrical Equipment and wiring systems shall possess a valid Oregon Electrical Supervising or Journeyman's License, or be registered as an Electrical Apprentice. Every person who installs electrical systems on the Project shall submit a copy of his or her electrical license or apprentice registration to the Engineer prior to performing any Work.

00960.60 Maintenance, Operation and Power Costs - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

00960.70 Service Cabinet and Electrical Energy - Refer to Section 00150.50(f) for Utility contact information to arrange for Utilities to make electrical hookups:

Electrical energy is flat-rated. Meter base is not required.

Electrical energy costs will be billed to the Agency for permanent installations.

SECTION 00970 - HIGHWAY ILLUMINATION

Replace Section 00970 of the Standard Specifications with the following:

Use the following for roadway illumination systems installed on Clackamas County facilities, or on behalf of the County along SE Fuller Road, SE Otty Road, and D-Street:

The Street Lighting System will be installed under PGE Option A. The Contractor will be required to provide the materials to install the street light conduits, conduit bends, junction boxes, ground rods, and any other incidental work required for the installation of the street lights required for PGE Option A. Foundations will be provided by PGE and installed by the Contractor. The Contractor shall also provide all trench excavation, bedding, and backfill for the installation of the street light conduits. Refer to the following website for PGE installation requirements:

https://www.portlandgeneral.com/business/builders_developers/electrical_service_requirements.aspx

PGE will provide a final street lighting plan for construction around November of 2020. However, in order to provide the contractor a plan location for lights and junction boxes and potential trench locations for bidding purposes, this information is provided on Sheets 12.0 to 12.3 of the plans

The Contractor shall also install the conduit from the street light junction boxes or poles to the power source. The power source is considered the PGE electrical service point of connection.

All backfill shall be compacted granular material. The street lighting conduits may be placed in the same trench as the Signal Interconnect system provided the appropriate clearances between conduits are provided.

It is not necessary that a licensed electrician install the conduits for the PGE system. However, PGE has specific requirements related to approval of excavation contractors.

All highway illumination materials shall be approved by PGE and shall be listed on the most recent listing of PGE approved materials. PGE updates this list two to three times a year.

The contractor shall notify PGE when underground work will be constructed so they can provide an inspector. The contractor must receive PGE approval prior to covering underground work. After PGE has accepted the street underground system installed by the Contractor, PGE will install the street light poles, luminaire arms, and luminaires, and pull the cable and wires.

Field cutting of conduit bends is not allowed.

00970.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

00970.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items

Pay Item	Unit of Measurement
(a) Pole Foundations	Lump Sum
(b) Switching, Conduit, and Wiring.	Lump Sum

Item (a) includes installation of pre-cast foundations for lighting poles furnished by PGE.

Item (b) includes all switches, conduit, cabinets, delineators, junction boxes, and other items required to construct the lighting system as specified by PGE.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

00990.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to the requirements of Section 00960 and Section 00962, install traffic signals according to the following Specifications.

Add the following subsection:

00990.02 Electrical Materials - Submit all electrical materials the Contractor proposes to install according to 00960.02.

Add the following subsection:

00990.11 Pedestrian Push Buttons – Furnish pedestrian push buttons as specified in 02925.66

00990.43 (a) Pedestrian Push Buttons : Delete the last sentence of this subsection.

SECTION 01030 – SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- Lawn Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb/acre)
Festuca rubra spp. Fallax var. 'Windward' (Windward Chewings Fescue)	60	_____	_____	_____
Festuca rubra commutata var. 'Garnett' (Garnett Creeping Chewings Fescue)	60	_____	_____	_____
Lolium perenne 'Blazer 4' (Blazer 4 Perennial Ryegrass)	90	_____	_____	_____
Lolium perenne 'Express II' (Express II Perennial Ryegrass)	90	_____	_____	_____

- Native Plant Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb/acre)
Hordeum brachyantherum (Meadow Barley)	10	_____	_____	_____
Bromus carinatus (California Brome)	10	_____	_____	_____
Festuca rubra rubra (Creeping Red Fescue)	30	_____	_____	_____
Deschampsia cespitosa (Tufted Hairgrass)	25	_____	_____	_____
Agrostis exerata (Spike Bentgrass)	25	_____	_____	_____

For seeding areas disturbed within the I-205 median area, provide native plant seeding matching the existing seed mix in the median. Coordinate with ODOT.

01030.15 Mulch - Add the following paragraphs and bullets to the end of this subsection:

Furnish straw mulch for all roadside erosion control seeding except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

01030.42 Weed Control - Add the following paragraph and bullets after the paragraph that begins "If a pesticide has been approved for..." and before subsection (a):

The Specified Weeds and plant species to be removed include the following:

- Rubus armeniacus
- R. discolor
- Daucus carota
- Clematis species
- Hedera spp.
- Cirsium arvense

Add the following subsection:

01030.44(c) Organic Fertilizer - Apply organic fertilizer at the rate specified in the Soil Test Report.

SECTION 01040 – PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.13(a) (1) Sampling – Delete the first two sentences of the paragraph and replace with following sentence:

Take two soil test samples minimum for the project.

01040.14 Topsoil – Replace subsections (a), (b), and (c) with the following:

(a) Topsoil – Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

(b) Water Quality Mixture – Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	75-100
No 10	40 - 100
No. 40	15 - 50
No. 100	5 - 25
No. 200	5 - 15

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Refer to Section Appendix A, Section A.3 of the Clackamas County Sewer District #1 Stormwater Standards for further mixture requirements.

01040.15 Soil Conditioners - Remove subsection (b) and replace with the following:

(b) Commercially Manufactured Compost - Commercially manufactured fine compost material meeting the requirements of Section 03020.

01040.19(f) Plant Substitution – Add the following to the end of this paragraph:

The Engineer reserves the right to modify tree or plant materials. The cost of changing materials will be limited to the price difference (credit or deduction) of the plant.

01040.22 Water – Add the following:

(c) Tree Bags – Trees planted in non-irrigated areas, require placement of a tree watering bag, “TreeGator” or approved equal. Tree watering bags to be filled at least once a week, or as directed by product specifications.

Contractor will hand-water all plantings which are not served by underground irrigation systems. Trees in non-irrigated areas require placement of a “TreeGator” or approved equal tree watering bag. Tree watering bags to be re-filled at least once a week, or as directed by product specifications. All other vegetation to be hand-watered on an as-needed basis to ensure healthy plant conditions.

01040.48(a) Method “A” (Cultivated Planting Areas, Non-lawn) – Modify as follows:

Delete the sentence beginning “Thoroughly mix 2 inches...” and replace with “Deliver Topsoil and Water Quality Mixture to the project, pre-blended to meet the specifications in 01040.14.

01040.49 General Planting - Add the following to the end of this subsection:

The following watering frequencies are required:

- Plantings and seeded areas to be watered at a rate of one (1) inch per week.

01040.80 Measurement – Modify as follows:

Delete subsection (a). Soil Testing will be incidental to the bid items “Topsoil” and “Water Quality Mixture”.

Replace subsection (b) with the following:

(b) Topsoil and Water Quality Mixture – Topsoil and Water Quality Mixture will be measured on the volume basis, using neat line field measurements after material has settled. Place sufficient material as required to account for settlement.

Replace subsection (c) with the following:

(c) Soil Conditioners – There will be no measurement for soil conditioners.

Replace subsection (f) with the following:

(f) Mulch – Bark Mulch, 3 Inch Depth will be measured on the area basis at time of placement, using neat line field measurements.

1040.90 Payment – Modify as follows:

Delete subsection (a). Soil Testing will be incidental to the items “Topsoil” and “Water Quality Mixture”.

(b) Topsoil and Water Quality Mixture – “Topsoil” and “Water Quality Mixture” will be paid at the Contract unit price per cubic yard.

(c) Soil Conditioners - Soil conditioner will be incidental to the payment for items paid under 1040.90 (b) Topsoil and Water Quality Mixture.

(d) Plant Materials – Modify as follows:

Delete the partial payment schedule. Payment for plants will be made in full after the time of original planting and after the County has accepted the plant material as healthy and properly planted.

(f) Mulch – Modify the following pay items:

Pay Item	Unit of Measurement
Bark Mulch, 3 Inch Depth	Square Yard

For the paragraph beginning “No separate or additional payment...”, add the following bullet:

- Tree Watering Bags

SECTION 01044 – SECOND AND THIRD YEAR PLANT ESTABLISHMENT

Section 01044, which is not a Standard Specification, is included in the Project by Special Provision.

Description

01044.00 Scope - This work consists of furnishing labor, materials and equipment necessary to maintain all new plants and irrigation system elements within the public rights-of-way, beginning at the conclusion (final acceptance) of the original plant establishment period and continuing for two additional years. In case of conflict, the provisions of this Section shall govern over those of Section 01040.

Materials

01044.00 General - The minimum bid for 2nd and 3rd year plant establishment period may not be less than **\$24,000**.

Engineer may reject part or all the landscape construction and establishment bids as nonconforming if the bid for landscape establishment does not meet or exceed this minimum requirement.

01044.11 Corrective Work - The Engineer may act to correct inadequate establishment work by any appropriate means. If corrective work is performed by Clackamas County, a proportional amount of monies otherwise due to the contractor for establishment services shall be deducted from the contract. The amount shall be determined as stated in Section 00150.80 of the Standard Specifications.

Maintenance

01044.20 General - The 2nd and 3rd year plant establishment periods will begin once all planting areas have been planted as specified in Section 01040, the first one-year maintenance period is completed, and written acceptance from the Engineer is received. The length of the additional establishment period will be two calendar years. The “anticipated” schedule is as follows:

- Project Completion by **October 31, 2021**
- First, one-year establishment period (included as part of landscaping bid items) from **November 1, 2021** through **October 31, 2022**.
- Second and Third Year plant establishment periods from **November 1, 2022** through **October 31, 2024**

01044.21 Watering - Water all newly installed plant materials at necessary intervals using the installed automatic irrigation system, unless otherwise directed by the Engineer. Water costs during the establishment period will be at the Contractor's expense. Repair or replace any damaged irrigation system components within 24-hours of observing problem with the system. Irrigation replacement and/or repair costs will be per 01044.22(e).

Contractor will hand-water all plantings which are not served by underground irrigation systems. Trees in non-irrigated areas require placement of a “TreeGator”, or approved equal, tree watering bag. Tree watering bags to be re-filled at least once a week, or as directed by product specifications. All other vegetation to be hand-watered on an as-needed basis to ensure healthy plant conditions.

01044.22 Plant Establishment -

(a) General - Maintain all original plantings and seeding as specified in Sections 01040.70 and 01040.71.

(b) Periodic Inspections - During the two-year establishment period, make inspections jointly with the Engineer at the following times:

Spring: Early-May, each year,
Summer: Mid-July, each year,
Fall: Late-September, each year.

(c) Corrective work - Perform corrective work per Sections 01040.74, 01040.75, 01040.77, and 01040.78.

(d) Success Criteria - Determination of success of establishment shall be made at each of the inspections listed in Section 01044.22(b). Successful establishment shall be defined as follows:

- 90% survival and vigorous growth of all trees, shrubs, vines and groundcovers.

(e) Irrigation Maintenance - Irrigation maintenance will include proper system start-up sufficiently ahead of the growing season to accommodate repairs without causing plant stress. Activate all lines with cleaning and adjustments as necessary. Program all clocks with the consultation and assistance of the Clackamas County supervisors. Regularly review clock operation to account for damage fluctuations and seasonal/environmental fluctuations.

Repair and replace system parts due to normal usage and product defect at contractor's expense. Other repair and replacement due to vandalism, acts of natural disaster or other causes such as traffic accidents shall be at Clackamas County's expense. Contractor must submit for repairs to Engineer for pre-approval prior to repair work. Rates for labor and equipment use required to repair shall be pre-negotiated with Engineer after award for contract but prior to repair work. Contractor will be responsible for system winterization, typically no later than October 31st.

(f) Plant Care - Plant care maintenance will include regular feeding of trees, shrubs and groundcover to promote vigorous and healthy growth. Use low phosphorus fertilizer within 50 feet of bio-swales and detention ponds. Do not use fertilizer within 50 feet of streams and natural drainage ways. Plant pruning shall be done to enhance the natural growth of plants. Pruning shall be done to eliminate dead growth and crossing branches, maintain growth within available space and not overgrow walks and walls, and to reduce tree canopy damage from winds. Tree pruning shall generally occur in the dormant winter season, a minimum of once per year for the street trees. To maintain overall appearance of the landscape, Contractor shall remove and dispose of all dead and/or critically damaged plant material. The cost of plant replacement will be borne by Contractor for plants damaged by poor establishment practices. The cost of plant replacement will be borne by Clackamas County for plants damaged by vehicle traffic, vandalism, theft and unusual insect infestation.

(g) Weed Control - Weed maintenance control will include non-selective contact spraying of identifiable weeds during the growing season with hand weeding as required. Do not use herbicides within 50 feet of streams and natural drainage ways. Weeding of persistent weed growth will be performed on an on-going basis to minimize unsightly weed build-up. Dead growth shall be removed and beds raked to a uniform finish grade.

(h) Litter Control - Litter control work will include regular pickup removal and disposal of litter and debris from all landscape areas. Litter work must be performed consistently throughout the year.

(i) Bark Mulch - Bark mulch maintenance will include application of bark to areas where existing bark has degraded or eroded. Generally, maintenance of the bark mulch at a depth of 2" will be sufficient. Rake smooth to an even finish grade.

(j) Safety Practices - All workmen must wear bright orange (or red) safety vests and must be instructed in safe working practices around the roadway system prior to any work. No work may proceed in any area of the roadway without proper notification by person, telephone or radio, a minimum of 24 hours before beginning work.

Measurement

01044.80 Establishment – The two-year establishment work will be measured by the Engineer during the periodic inspections described in Section 01044.22 (b). The contractor must submit establishment services reports to the Engineer no later than two weeks after each inspection date. The establishment services reports must include invoices for all establishment labor and materials expended toward the specific project, within the billed time period.

Payment

01044.90 Establishment - Payment for the additional two-year establishment work titled "2nd and 3rd Year Plant Establishment" will be paid on a quarterly basis after plant establishment work is verified by the engineer.

No separate or additional payment will be made for:

- Corrective work required during the plant establishment period
- Replacement of mulch as required to maintain 2" depth
- Water (irrigation and hand-watered areas)
- Replacement of watering bags.

SECTION 01050 – FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

01050.00 Scope – Add the following bullet::

- Where required, installation of new fence includes providing a connection to existing fences.

01050.10 Materials – Add the following at the end of the section:

Where specified in the bid schedule to provide Vinyl Coated Chain Link Fence or Gates, all items must be matching color Vinyl Coated including the fencing, posts, bars, cross braces, hardware and other elements of the fence.

All fences shall have a top bar.

SECTION 01065 – MONUMENT BOXES

Section 01065, which is not in the Standard Specifications, is included for this project by Special Provision.

01065.00 Scope – This work shall consist of installing new monument frames and covers at the locations designated by the Engineer.

Adjustment of existing monument boxes to finish grade shall be considered incidental work.

01065.10 Materials - The monument frames and covers shall be in compliance with the Clackamas County Surveyor's Office requirements as follows:

8" inch frames and covers - are typically acceptable for most local streets (subdivisions) with speeds of 35 miles per hour or less.

East Jordan Iron Works, Inc.

13127 State Avenue
Marysville, WA 98271
(360) 651-6144
Fax (360) 651-6150

Anders Jorgenson
Oregon Sales Representative
(503) 774-4144
Fax (503) 775-3263
Cell (503) 367-7925
ajorgenson@ejiw.com

- Product number 00368004 (fka 1036) for 8" Monument Frame and Cover
- Paving riser rings available

Additional vendor for 8" frames and covers:

Olympic Foundry Inc.

6530 NE 42nd Avenue
Portland, OR 97218
503-281-3381
503-284-5880 Fax

- Pattern No. M1010 for 8" Monument Frame and Cover
- Paving riser rings available

12" inch frames and covers - are required for streets or County Roads of a higher speed classification (speeds over 35 miles per hour).

East Jordan Iron Works, Inc.

13127 State Avenue
Marysville, WA 98271
(360) 651-6144
Fax (360) 651-6150

Anders Jorgenson
Oregon Sales Representative
(503) 774-4144
Fax (503) 775-3263
Cell (503) 367-7925
ajorgenson@ejiw.com

- Product No. 00367311 12" x 7-7/8" Monument Frame
- Product No. 00367323 Monument Cover with drop handle
- Paving riser rings available

01065.40 Construction - Set monument case just below the pavement finished surface (0.00 inch to ¼ inch) at the slope of the street surface.

For asphalt streets, contractor shall construct base lift paving before installing monument boxes. Upon completion of base lifts, contractor shall excavate and install monument boxes, filling the void spaces with commercial grade concrete. The contractor will then pave final lift around monument boxes. For concrete streets, monument boxes must be set and secured in place prior to concrete pour.

The location of the required monument boxes have not been indicated on the plans. The location of the required monument boxes will be determined during construction. A minimum of 5 days prior to placing the final lift of pavement, the contractor shall notify the engineer that they are ready for the monument boxes to be placed. The County or designated representative will mark the locations of the required monument boxes. At a minimum, the P.C.'s, P.T.'s, P.R.C.'s, P.C.C.'s, and tangents at a minimum of 1000 foot increments along the centerline will be marked.

01065.80 Measurement - The quantities to be paid for will be the actual number of monument boxes installed.

01065.90 Payment - Payment will be made at the contract unit price per each for the item "Monument Boxes". Payment will constitute full compensation to provide the monument boxes and furnish all materials, equipment, and labor required to set the monument boxes as specified.

SECTION 01070 – MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications modified as follows:

01070.00 Scope - Add the following paragraph to the end of this subsection:

This work includes removing, maintaining, and reinstalling existing mailboxes and existing supports.

01070.80 Measurement - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed, maintained, and reinstalled will be measured on the unit basis, regardless of type, installed in permanent locations.

SECTION 01075 – MISCELLANEOUS PRIVATE PROPERTY ADJUSTMENTS

Section 01075, which is not a Standard Specification, is included for this project by Special Provision. This section is intended to provide direction for specific private property improvements that are not covered under other Sections of the Standard Specifications or Special Provisions.

01075.00 Scope - The following work items shall be completed under this section and defined as follows:

For all items listed above the following shall apply

- a. "Relocate Tri-Met business sign" shall include the relocation of the sign and foundation and shall include removal and replacement of necessary items for the relocation of the business or private sign. This work includes any additional conduit, wiring, labor and all electrical permits required. Contractor shall submit a plan to Engineer for coordination with Tri-Met for the review and approval on how the sign will be relocated.

01075.80 Measurement – No measurement of quantities will be made for work performed under this Section.

01075.90 Payment - Payment for each item listed in the bid schedule under this Section will be made on the Lump Sum basis. Payment will be payment in full for furnishing and placing all materials (including new materials), and for furnishing all equipment, labor, and incidentals, necessary to complete the work.

SECTION 01120 - IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications supplemented and/or modified as follows:

01120.00 Scope – Replace with:

This work consists of a design-build irrigation system and associated equipment at locations shown or specified and as directed, including repair to existing irrigation systems damaged by construction.

01120.16 Water Meter – Delete and replace with the following:

All system development charges, meter installation costs, and water usage costs during construction, warranty, and first-year plant establishment shall be borne by the Contractor.

01120.18 Valve Boxes and Protective Sleeves – Replace the second sentence with the following:

Furnish boxes constructed of thermoplastic, with locking lids and of the type shown or specified.

01120.40 General – Replace with the following:

The irrigation drawings are schematic and show types of irrigation to be installed, and locations of water meters, points of connection, crossing points of mainline and sleeves, and approximate mainline locations.

Using products and direction shown on drawings, provide detailed irrigation system design showing irrigation head and lateral line layout (with 100%, head-to-head coverage), quick coupler locations averaging 200 feet on center (both sides of roadway and at medians), and the locations and sizes of all sleeves, valves, controllers, water meters and backflow prevention devices. Take into account all grade changes when designing system.

Submit shop drawings to the Engineer that clearly show layout of all required components for review and approval, prior to staking system. These drawings shall be completed by an experienced irrigation designer and shall be of a professional quality. Provide:

- A drafted, legible plan (at the same scale as original irrigation drawings) that shows the designed layout, location, and sizes of every system element as required for proper operation and as indicated on the contract drawings. Include on the shop drawings all system elements, relevant site features (existing trees, fences, retaining walls, etc.) and plan elements (detention ponds, swales, paving, new trees, proposed grades, etc.). A shop drawing made by marking up the original irrigation drawings will not be accepted.
- Provide the following minimum hydraulic calculations with the irrigation shop drawings: At a minimum, show a complete calculation for one average sprinkler zone (section) and a complete calculation for the “worst case” sprinkler zone (i.e., the section that is farthest from the point of connection (P.O.C.), is the largest, or otherwise presents the most challenging hydraulics). Starting from the P.O.C., show the calculation with a step-down method with flow and loss at each piece of equipment and length of pipe run between equipment. Show the total water required for each zone and the total for all zones to ensure that maximums for meter size, pipe sizes, and watering times will not be exceeded.
- Submit controller run-times to show that all zones can run within a reasonable time period.

The irrigation drawings and Contractor's shop drawings may require adjustment during construction. Do not install the irrigation system as shown if it is evident that obstructions, grade changes, or differences in area dimensions create conditions different from those anticipated in the design. Bring all such discrepancies to the attention of the Engineer. In the event this notification is not performed before construction begins on a part of the system where discrepancies exist, any revisions necessary to make the system operate as designed will be the Contractor's responsibility.

01120.90 Payment – Replace with the following:

01120.90 Irrigation System – Add the following to the end of this section:

Payment of this item also includes any work required to repair existing irrigation systems impacted or damaged by construction. Incidental repairs of damaged irrigation systems which is not a result of contractor action will be limited to minor repairs such as capping lines, moving/adjusting sprinkler heads or other similar modifications. Major reconstruction activities such as modifying irrigation zones or reconstructing mainlines required as a result of conflict with new improvements may be paid by force account.

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

01150.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for earthwork not covered under other pay items, jointing, blocking of valves, protective coatings, valve boxes, valve box extensions, valve operator extensions, or hydrostatic testing.

SECTION 01160 - HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications modified as follows:

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

01170.90 Payment – Add the pay item as follows:

Item (e) includes installation of the Backflow Assembly behind the new water service meters as shown on Clackamas River Water District Detail 112. Item includes excavation, pipe connections, laying and jointing the pipe and fittings and appurtenances, backfilling, testing, flushing and disinfection of the service connection. It also includes obtaining any necessary plumbing permits to make the connection to the existing service lines.

SECTION 01210 – MISCELLANEOUS UTILITY SYSTEMS

Section 01210, which is not in the Standard Specifications, is included for this project by special provision.

01210.00 Scope – This work consists of furnishing and installing underground facilities for the relocation of public power systems for PGE. Work shall be completed per PGE’s latest design drawings. Although a copy of PGE’s design has been provided in the appendix of these Special Provisions, the contractor should coordinate with PGE prior to construction to ensure they have the latest design information.

The Contractor shall be responsible for the installation of PGE conduits and vaults to PGE standards as well as providing joint trenching or service trenching as defined below. This work shall include trench excavation, 3/4” - 0” bedding, and compacted 3/4” - 0” granular backfill. PGE will have an on-site inspector reviewing the work. The work must conform to PGE standards.

Joint Trench – This trench is required when there are multiple utilities being located within the same trench as shown on the plans.

Service Trench – A separate quantity has been provided for Service Trench. Service trench shall be defined as providing miscellaneous trenching to install service laterals, etc. branching from the joint trench. The locations are not specified, but a quantity is provided as a contingency. It shall be assumed that this trench is a minimum of 12” wide and 48” deep.

Materials

01210.10 General - All materials shall conform to the requirements of Portland General Electric. Conduits shall be Schedule 40 Grey PVC. Vault specifications refer to vaults manufactured by Oldcastle Infrastructure. All vaults for the project must be Oldcastle Vaults or approved equal. For 6 inch conduits, the contractor shall install 5-ft fiberglass bends. For conduits 4 inch and smaller, the contractor shall install 3-ft radius fiberglass bends.

Trench Excavation, Bedding and Backfill shall be completed in conformance with Section 00405. All backfill shall be compacted granular backfill.

Construction

01210.40 General - The Contractor shall construct the PGE trench as shown on Sheets 12.0 to 12.3 of the plans. The trench alignment is schematic and may need to be adjusted in the field. Contractor shall not backfill the trench until the PGE inspector has had the opportunity to inspect and approve installation of conduits, or as directed by the Project Manager.

The Contractor shall coordinate with the PGE field inspector when working on PGE facilities so they have the opportunity to inspect work, including coordination on knock out and conduit locations into the vaults. All work completed for PGE, including the placement of conduits and vaults shall be completed to PGE standards and specifications, and should be approved by PGE inspector prior to backfilling.

The trench shall be of sufficient width and depth to accommodate all conduits while providing adequate clearances as identified by individual utilities.

Measurement

01210.80 General – The measurement of items installed under this section will be measured as follows:

- The accepted quantities for Vault installation shall be on a per each basis and shall include the complete installation of the vault including excavation, bedding, backfill, and other elements required for the complete installation of the vault to the Engineer's and PGE's satisfaction.
- The accepted quantity for conduit installed will be the length, to the nearest foot. No separate or additional measurement will be made for excavation, bedding, or backfill, or for construction or widening the trench to transition conduit to vaults.
- The accepted quantity for Fiberglass Conduit Bends for Power will be per each installed, regardless of the angle of the bend. The quantities in the bid schedule are only estimated quantities required for the work.
- If a lid is located in a sidewalk, an anti-slip lid must be installed. Anti-slip lids shall meet the requirements established by the City of Portland Standard Specifications.

01210.90 Payment – The items under this section will be paid as follows:

Pay Item	Unit of Measurement
(a) _____ Vault for Power	Each
(b) _____ Pad for Power	Each
(c) _____ inch Grey Schedule 40 PVC Conduit for Power	Each
(d) _____ inch Fiberglass Conduit Bend for Power	Each
(e) Joint Trench	Foot
(f) Service Trench	Foot

In Items (a) and (b), the type of structure will be inserted into the blank. The work shall include excavation and compacted granular backfill. Anti-slip lids (where required) will be considered incidental.

In Items (c) and (d), the size of conduit will be inserted into the blank and will include excavation, bedding, and compacted granular backfill.

Items (e) and (f) includes all required equipment, labor and materials to complete the required excavation and disposal of excavated materials, and placement of compacted granular backfill. It also includes coordination with all utilities to provide advance notice for the utility to place their conduits or lines within the joint trench.

Payment for all items in this section will be payment in full for furnishing and placing all materials, including all equipment, tools, labor, and incidentals necessary to complete the work.

SECTION 02001 – CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

- ASTV** - Actual Strength Test Value - average of test cylinder compressive strengths
- f'_c - Minimum Specified Compressive Strength at 28 days
- f'_{cr} - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet f'_c
- GGBFS** - Ground Granulated Blast Furnace Slag
- HPC** - High Performance Concrete
- HRWRA** - High-Range Water-Reducing Admixture (super-plasticizer)
- PPCM** - Precast prestressed concrete member
- SCM** - Supplementary Cementitious Materials
- SSD** - Saturated Surface-Dry
- w/cm Ratio** - Water-Cementitious Material Ratio
- WRA** - Water Reducing Admixture

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates	02690
Cement.....	02010
Chemical Admixtures	02040
Concrete Modifiers.....	02035
Supplementary Cementitious Materials.....	02030
Synthetic Fiber Reinforcing	02045
Water	02020

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength (PSI)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	HPC4500	0.40
	5000 and Above	0.40 ¹
	HPC5000	0.40

	and above	
Drilled Shaft	4000	0.48
Paving	4000	0.44
¹ PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

02001.30 Concrete Mix Design - Replace the bullet that begins "Cementitious material with modifiers proportioned according..." with the following bullet:

- Cement with SCM proportioned according to 02001.31(b) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

02001.31 Concrete Constituents - Replace this entire subsection with the following subsection:

02001.31 Concrete Constituents:

(a) Portland Cement - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

(b) Supplementary Cementitious Materials - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

Separate SCM	Maximum
Fly Ash + Other Pozzolans	25%
GGBFS	50%
Silica Fume	5%
Combined SCM	Maximum
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

(c) Blended Hydraulic Cement - Blended hydraulic cement may be used subject to the limits of 02001.31(b) and 02010.20.

(d) Chemical Admixtures - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

(e) Aggregate - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

Table 02001-4

Absolute Solid Volume	
Maximum Nominal Aggregate Size	Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

02001.35 Required Submittals for Mix Designs - Replace this entire subsection with the following subsection:

02001.35 Required Submittals for Mix Designs - Submit the following information for each concrete mix design:

(a) Supplier's Information - Provide the supplier's unique mix design identification number and batch plant location.

(b) Mix Design Constituent Proportions:

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

(c) Aggregates - Identify the Aggregate source by the ODOT source number. Report current values of the following:

- Bulk specific gravities (SSD)
- Fine Aggregate absorptions
- Coarse Aggregate absorptions
- Dry-rodded density of coarse Aggregates
- Average stockpile gradations
- Fineness modulus of sand used in the mix design calculations

(d) Cement - For each cement used, provide the following:

- Manufacturer
- Brand name
- Type
- Source or location plant
- QPL product number

(e) SCM - For each SCM used, provide the following:

- Manufacturer
- Brand name
- Source
- Class
- QPL product number

(f) Concrete Modifiers - For each concrete modifier used, provide the following:

- Manufacturer
- Brand name
- QPL product number

(g) Admixtures - For each admixture used, identify the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

(h) Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide:

- Manufacturer
- Brand name

- Design dosage rate
- QPL product number

(i) Water - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(j) Plastic Concrete Tests - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

(k) Compressive Strength Test Results - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

(l) Strength Analysis - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.33.

(m) Quality Control Personnel - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

02040.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

02050.20 Polyethylene Films - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

02080.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

02080.30 Keyway Grout – Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

02080.60 Structural Grout - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

02080.70 UHPC Grout - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.30 Hot Poured Joint Filler - Replace this subsection, except for the subsection number and title, with the following:

Furnish hot poured joint filler from the QPL and conforming to the requirements of ASTM D6690, Type II.

SECTION 02470 – POTABLE WATER PIPE MATERIALS

Comply with Section 02470 of the Standard Specifications and as modified as follows:

02470.10 General – Add the following at the end of the subsection:

Where only one type of pipe is called out, no substitutions shall be allowed. Piping material of like kind shall be produced by one manufacturer.

02470.20 Ductile Iron Pipe, (a) General – Replace this subsection, except for the subsection number and title, with the following:

Use centrifugally cast ductile iron pipe meeting the requirements of AWWA C151. Ductile iron pipe shall have a cement-mortar lining and seal coating meeting the requirements of AWWA C104. Ductile iron pipe to be joined using bolted flanged joints shall be Standard Thickness Class 53. All other ductile iron pipe shall be Standard Thickness Class 52 or the thickness class specified or indicated.

02470.30 Steel Pipe 6 Inches and Larger – Add the following at the end of the subsection:

Surface repair coatings for tar-coated pipe shall be 3M Spray-on Rubberized Undercoating, or equal. Provide appropriate cloth wrapping between multiple repair coatings per manufacturer's specifications and as directed.

SECTION 02475 – POTABLE WATER FITTING MATERIALS

Comply with Section 02475 of the Standard Specifications modified as follows:

02475.10 General – add the following at the end of the subsection:

Mechanical joint gaskets, bolts, nuts and washers shall comply with the requirements of AWWA C111. Flange gaskets, bolts, nuts and washers shall be in conformance with the requirements of AWWA C110.

Where taps are shown on fittings, tapping bosses shall be used.

02475.20 Ductile Iron Pipe Fittings – add the following at the end of the subsection:

All cast fittings shall be of domestic origin.

02475.30 Fittings for Steel Pipe 6 Inches and Larger – add the following at the end of the subsection:

Fusion bonded epoxy-coated fittings shall be U.S. Pipe Permafuse or equal. Any fitting with marred interior or exterior coating will be rejected and repaired by a factory representative or replaced. Mortar lining for fittings shall be the same thickness as specified for pipe.

02475.50 Restrained Joints – add the following at the end of the subsection:

Boltless restrained joint pipe shall be TR Flex by U.S. Pipe; Lok-Ring by American Pipe; Super-Loc by Clow or approved equal.

Mechanical Joint restraints shall be Grip Ring or Romagrip by Romac Industries Inc.; Megalug by EBAA Iron Inc.; LocTyte by Pacific States Cast Iron Pipe Co. or approved equal.

Mechanical external bell restraints shall be Model 611 by Romac Industries Inc.; Series 1500TD by EBAA Iron Inc. or approved equal.

02475.60 Bolted Sleeve-Type Couplings for Plain-End Pipe - add the following at the end of the subsection:

Flexible couplings shall be Romac 501 by Romac Industries Inc.; Model 411 by Smith-Blair or approved equal, with the stop removed from the middle ring.

Flexible reducing couplings shall be Romac RC501 by Romac Industries Inc. or approved equal.

Flange adapters shall be Romac FCG or RFCA by Romac Industries Inc.; Smith-Blair Series 900, or approved equal.

Transition couplings shall be Romac 501 by Romac Industries Inc. with an insulating boot at the smaller diameter end of the coupling. If the pipes are the same diameter put the insulating boot on the OD Steel pipe.

Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with rubber rings and high strength low alloy bolts and nuts conforming to AWWA C111. Couplings shall be Smith-Blair No. 441 or approved equal.

Section 02475.65, which is not in the Standard Specifications, is included by special provision.

02475.65 Tapping Sleeves – Tapping sleeves shall be provided for the pressure taps according to the requirements of the connecting pipe.

(a) Ductile Iron - Tapping sleeves shall be full circle, stainless steel JCM 432 or 452, Mueller H-304-SS, or approved equal.

(b) Steel Pipe - Tapping sleeves for OD steel pipe size-on-size shall be weld-on, JCM 416 Type 4, or equal, with Insulation Kit per section 01140.47(f). Sleeve shall be fabricated from minimum 3/16-inch steel.

Unless otherwise specified, flanges used on the tapping neck shall be steel, flat or raised face, class 125 drilling, and Class D (150 psi rated) according to AWWA C207.

Both the sleeve and the exposed metal around the tap shall be tar coated. Taps smaller than the main require a JCM 422 stainless steel sleeve, or equal.

(c) Cast Iron - Tapping sleeves shall be full circle, stainless steel JCM 432 or 452, Mueller H-304-SS, or approved equal.

(d) Concrete Cylinder Pipe - Tapping sleeves will be weld-on JCM 416 Type 4 concrete pipe type sleeves, or approved equal.

Weld-o-lets may be used upon approval of the District.

SECTION 02480 – POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications modified as follows:

02480.10 General – Add the following at the end of the subsection:

Operating torque to operate any valve shall not exceed 40 ft-lb. Unless otherwise indicated, the direction of rotation of the wheel, operating nut or lever to open the valve shall be counterclockwise. Each valve body or operator shall have cast thereon the word “OPEN” and an arrow indicating the direction to open.

Actual length of valves shall be within 1/16 inch (plus or minus) of the specified or catalog length except where installed adjacent to flexible or mechanical pipe couplings, where different lengths of a replacement can be accommodated.

Flanges shall meet the requirements of ANSI B16.1.

Valve boxes and extended stems shall be provided for all buried valves, as specified below.

Valve-to-pipe joint materials, including gaskets, bolts and nuts, shall be ductile iron pipe mechanical joints and shall meet the requirements of AWWA C111.

Unless otherwise specified, valves shall be rated for **250 psi working pressure** minimum.

02480.20 Gate Valves – Replace this subsection, except for the subsection number and title, with the following:

(a) Gate Valves - Gate valves shall be 250 psi-rated, Class 125 drilling, cast ductile iron body, bronze-mounted, resilient seated, non-rising stem (NRS) valves with O-ring seals, and meeting the requirements of AWWA C515. Unless otherwise shown, valves shall have 2-inch square operating nut. The valves shall be full-port and fusion epoxy-coated (internal and external surfaces) meeting the requirements of AWWA C550.

Gate valves shall be M&H/Kennedy 7000 series; Clow 2638; American Flow Control (AFC) 2500 or approved equal.

(b) Tapping Valves - Tapping gate valves shall be flange by mechanical joint, shall conform to the above specifications unless stated otherwise, and as recommended by the manufacturer for use with the tapping sleeve supplied. Valves shall be cast ductile iron body,

resilient seated, non-rising stem (NRS) tapping valves with 2-inch square operating nut, fusion epoxy coated inside and outside, meeting the requirements of AWWA C509.

(1) Connecting Valve for Steel Pipe - Valves for O.D. Steel weld-on taps will be installed with insulation kits for flanged (or other) connections between dissimilar metals. Install tracer wire to either side of transition, and bring up both ends of tracer wire in a valve box for continuity purposes. (Follow basic valve box installation.)

02480.22 Butterfly Valves – Replace this subsection, except for the subsection number and title, with the following:

Butterfly valves shall be used on 14-inch diameter pipe and greater, unless otherwise specified on the drawings.

Butterfly valves shall be rubber seated with O-ring seals, Class 150B short body type or Class 250B meeting AWWA C504 with factory-installed operators and 2-inch square operating nut. High-pressure butterfly valves must be able to withstand 1½ times the main pressure.

The valve components shall withstand environmental conditions for buried service including epoxy coatings and casting that comply with the referenced standards, to provide continuous trouble-free service.

Butterfly valves shall be Clow, Mueller, M&H 4500 or approved equal.

02480.25 Valve Boxes – Replace this subsection, except for the subsection number and title, with the following:

(a) Valve Box Top - Valve box tops shall be cast iron, "Vancouver Style 910", minimum 6-inch diameter and 3/16 inch wall thickness, standard 18 inches long, and bituminous varnish coated. Valve box top shall be VBT91018D as manufactured by East Jordan Iron Works, or approved equal.

(b) Valve Box Lid - Valve box lids shall be cast iron, Vancouver Style 910 with "W" or "WATER" designation cast thereon. All parts shall be bituminous varnish coated. Valve box lids shall be VBL910WD as manufactured by East Jordan Iron Works, or approved equal.

(c) Valve Box Bottom - Valve can or bottom material and valve box extensions shall be 6-inch diameter, white plastic ASTM D3034 PVC pipe or approved equal. PVC extensions shall be 6-inch diameter by 24 inches long cut to fit within 4 inches of the top.

A minimum of 4 inches of vertical separation shall be maintained between finished grade of the valve box top and the top edge of the valve box bottom, to prevent damage from the valve box lid bearing on the PVC valve box bottom.

A bell reducer shall be installed at the valve operation bonnet on all gate valves 8 inches and larger. Reducers shall be 8-inch x 6-inch, rubber gasketed SDR-35 bell-by-bell Concentric Reducer. The gasket shall be left in place on the 6-inch side for securing and sealing the valve can.

02480.60 Combination Air Release / Air Vacuum Valves – Add with the following:

(c) Valve Type – Combination air / vacuum valves shall be APCO Series 140C series or approved equal. Air release valves shall be APCO Series 50 or approved equal. Air valves shall be sized according to the requirements of the project.

SECTION 02485 – HYDRANT AND APPURTENANCE MATERIALS

Comply with Section 02485 of the Standard Specifications modified as follows:

02485.10 Fire Hydrants – Replace this subsection, except for the subsection number and title, with the following:

Fire hydrants shall be dry-barrel, conforming to AWWA C502, of standard manufacture and of a pattern approved by the Agency. Hydrants shall be designed for a minimum working pressure of 250 psi.

All materials in contact with potable water shall conform to ANSI/NSF Standard 61, Drinking Water System Components - Health Effects, or equivalent.

Hydrant shall be Mueller Super Centurion A-423; Clow Medallion; M&H 129; U. S. Pipe Style 94 Metropolitan 250; Waterous Pacer, WB-67-250 or approved equal.

02485.60 Tie Rods – Replace this subsection, except for the subsection number with the following:

02485.60 Thrust Restraint – Thrust restraint shall be provided for all fire hydrant and fire service piping installations.

(a) Thrust Lugs – Thrust lugs shall be provided for all new construction. Thrust restraint shall be “Mega-lug” as manufactured by EBAA Iron Sales, Inc., Eastland, Texas, Romac Grip Ring or RomaGrip, Romac Industries Inc. or approved equal.

(b) Tie Rods - Thrust Rods or Split “Mega-Lug” may be used for existing hydrants, as directed by Agency. Thrust rods, nuts and washers shall be nickel or stainless steel coated.

(c) Restrained Joint Systems - Restrained joint shall be Flanged spools, Locking Gaskets (bell joints only), Romac Grip Rings, Mega Lugs or approved equal, as directed by Agency.

SECTION 02490 – POTABLE WATER SERVICE CONNECTION MATERIALS, 2-INCH AND SMALLER

Comply with Section 02490 of the Standard Specifications modified as follows:

02490.10 General – Add the following at the end of the subsection:

As required by U.S. Senate Bill S.3874, all service connection materials, including brass or bronze valves and fittings, shall be certified “lead-free” or “no-lead (NL)” containing no more than 0.2 percent lead for solder and flux and, not more than a weighted average of 0.25 percent lead for the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.

For the purposes of these specifications, allowed exemptions to the “lead-free” requirement include; Pipes, plumbing fixtures, or fittings (including backflow preventers) used exclusively for non-potable services and service saddles or water distribution main gate valves that are two inches diameter or larger.

Where only one type of pipe is called out, no substitutions shall be allowed. Pipe materials of like kind shall be the product of one manufacturer.

02490.20 Saddles – Add the following to the end of the subsection:

Service saddles for ¾” or 1” service connections to OD steel, PVC or transite watermain, use double-strap “lead-free” brass or stainless steel service saddles, with CC-threaded outlet. Saddles shall be Ford F202B-NL, Romac 202S, or approved equal.

Service saddles shall be utilized on all 1 ½ - inch and 2-inch connections to existing water mains. For 1½ - inch and/or 2 - inch service connections to existing ductile iron or cast iron water main, use double-strap “lead-free” brass or stainless steel service saddles with 2-inch CC-threaded outlet. Saddles shall be Ford F202B-NL, Romac 202S, or approved equal.

For connections to new water mains, an approved tee will be required unless otherwise directed by the Agency.

02490.30 Corporation Stops, (a) Less than or Equal to 1 Inch – Add the following to the end of the subsection:

Service connections to ductile iron or cast iron water mains shall be ¾-inch or 1-inch, “lead-free” corporation stops that are direct-tapped at a 45° angle upward. Corporation stops for ¾-inch and 1-inch services shall have a CC-threaded inlet and a compressive or grip connection for a copper pipe outlet. Corp stops shall be Ford F1000-4-G-NL (grip joint) style or approved equal. **No Q (quick joint) style corp stops shall be used.**

For high pressure applications (100-300 psi) use Ford FB1000-4-G-NL Corp stop or approved equal.

02490.40 Service Pipe and Fittings – Replace this subsection, except for the subsection number and title, with the following:

(a) Copper Tubing Service Pipe- Copper tubing service pipe shall be annealed, seamless tubing conforming to the requirements of ASTM B 88, Type K. Polyethylene tubing will not be allowed.

(b) Service Fittings - Make fittings used for service connections of bronze alloy. Fittings used for copper tubing shall be either compression or flare type, insulated or non-insulated. All components of a service connection shall be the same size as the nominal designation of the service connection pipe

(1) Service material for ¾ Inch and 1” Inch Services:

Copper-to-copper couplings shall be Ford C44-XX-G-NL or equal.

Reducers and adapters shall be Ford, Mueller or equal.

Flared fittings, when required, shall conform to ANSI B16.26.

Angle meter stops shall have a copper inlet and inside IP outlet with swivel nut and padlock wing. Angle stops shall be Ford KV43-444W-G-NL (grip joint) style or equal. **No Q (quick joint) style Corp stops shall be used.** For high pressure applications (100-300 psi) use Ford BA43-444W-G-NL angle stops.

(2) Service Material for 1 ½ Inch and 2” Inch Services - 1-½ and 2-inch service connections to ductile iron or cast iron water mains shall be a 2-inch CC-threaded, double-strap service saddle that is tapped perpendicular and horizontal to the main. For locations where conditions merit and as directed by the District (existing utility conflicts, etc.), the service connection may be tapped at a 45° angle and the gate valve installed at a specified distance from the main line connection.

Gate valves for 1-1/2 and 2-inch service connections shall be resilient seat, 2-inch size, with approved connections to both the service saddle (or tee) and the copper service line.

Copper-to-copper couplings shall be Ford C44-XX-G-NL or equal.

Reducers and adapters shall be Ford, Mueller or equal.

02490.50 Meter Setters – Replace this subsection, except for the subsection number and title, with the following:

Meter setters shall be manufactured and tested according to all applicable parts of AWWA C800. Meter setters shall be 12 inches in height and shall have an angle meter stop with drilled padlock wing, an angle check valve, and inlet and outlet threads compatible with fittings connecting to service pipes. Meter setters for 5/8 inch by 3/4 inch, 3/4 inch, and 1 inch services shall have meter saddle nuts for installation and removal of the meter. Meter setters for 1 1/2 inch and 2 inch services shall be equipped with a locking bypass.

(a) Meters - The Agency will furnish and install approved meters.

(1) ¾ and 1 Inch Meters - Meters shall be Badger Recordall Disc series, lead-free alloy, Model 55, or equal.

(2) 1 ½ and 2” Meters - 2-inch meters shall be as specified and provided by the Agency. 2-inch meter shall be radio-read capable, equipped with antenna and register.

Meter setter assemblies shall be Ford 70 Series Coppersetter, Model VBH77-95035-003-NL, or equal, and shall include: Flanged angle ball valve and flanged angle single check valve with ¾” test port, for flanged meter connection; 1-inch dedicated bypass line with inline bypass ball valve and single check valve; CC-threaded (FIP) inlet and outlet brass elbows.

02490.70 Meter Boxes – Replace this subsection, except for the subsection number and title, with the following

(a) Meter Boxes for Standard ¾ or 1 Inch Services - Armorcast, Model A6001946PCX12, 13" x 24" x 12", heavy wall polyethylene with cast iron reader lid; or equal.

(b) Meter Boxes for 1½ or 2 Inch Services - Oldcastle H-Series 2436-30 meter box with Uni-Half or steel cover as approved, concrete polymer meter box with cast iron or steel lid, or equal. Additional criteria, including dimensions and traffic loading rating, will be specified by the agency as required for each application.

SECTION 02510 – REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

002510.10 Deformed Bar Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A706, AASHTO M 31 (ASTM A615), or AASHTO M 334 (ASTM A1035 CS). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

02530.70 Galvanizing - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

Add the following subsection:

02560.05 Geometry - Bolt or rod length used shall be such that the end of the bolt or rod extends beyond or is at least flush with the outer face of the nut when properly installed.

02560.10(b) Nuts– Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

Plain (Noncoated) Bolts:

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

Galvanized Bolts:

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

02560.20(a) Bolts – Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

Heavy Hex Head:

- ASTM F3125, Grade A325

Twist-Off:

- ASTM F3125, Grade F1852

02560.20(b) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

Type 1 Plain (Noncoated) Bolts:

- All - Heavy hex ASTM A563, Grade C, D, or DH

Type 1 Galvanized Bolts:

- All - Heavy hex ASTM A563, Grade DH

Type 3 Bolts:

- All - Heavy hex ASTM A563, Grade C3 or DH3

02560.20(f) Lock-Pin and Collar Fasteners - Delete this subsection.

02560.30(c) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:

- All - Heavy hex ASTM A563, Grade DH

02560.40 Galvanizing and Coating - Replace this subsection with the following subsection:

02560.40 Galvanizing and Coating:

(a) High Strength Fasteners - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overlap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

(c) Direct Tension Indicators – When specified, apply mechanically deposited zinc according to ASTM F959.

(d) Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

02560.60(b) Other Test Requirements - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

02560.70 Lubricating Fasteners - Replace this subsection, except for the subsection number and title, with following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.10(d) Sand Equivalent – Replace this subsection, except for the subsection number and title, with the following:

Dense-graded Aggregate shall be tested according to AASHTO T 176, and shall have a sand equivalent of not less than 40.

SECTION 02690 – PCC AGGRAGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 – PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative

percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) Aggregate Gradation - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) Non-specification Aggregate Gradation - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) Harmful Substances - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) **Durability** - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) **PCC Paving Aggregate** - In addition to requirements above, comply with the following:

(1) **Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) **Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) **Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

Separated Sizes						
Sieve Size	1" - No. 4	3/4"- No. 4	3/4"- 1/2"	3/4"- 3/8"	1/2"- No. 4	3/8"- No. 4
Percent Passing (by Weight)						

1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) Grading and Separation by Sizes for Other Concrete - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3

Gradation of Coarse Aggregates

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes	Sizes	Sizes	Sizes
	1 1/2" - No. 4	1 1/2" - 3/4"	1" - No. 4	3/4" - 1/2"
Percent Passing (by Weight)				
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

Sieve Size	Separated or			
	Separated	Combined	Separated	Separated
	Sizes	Sizes	Sizes	Sizes
	3/4" - 3/8"	3/4" - No. 4	1/2" - No. 4	3/8" - No. 8
Percent Passing (by Weight)				
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100

3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5

Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

- * Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.
- ** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with **“Retroreflective Sheeting”**

02910.20(a) General - Replace the paragraph that begins “Use retroreflective sheeting Type...” with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins “The Silver-white or white letters...” with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

02910.75(a) Warranty Period – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

- For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

- For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

02910.75(b) Failure – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

- 70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

02910.75(c) Remedy – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

- For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

SECTION 02925 – TRAFFIC SIGNAL MATERIALS

Comply with Section 02925 of the Standard Specifications modified as follows:

Use the following sections for all Clackamas County traffic signal systems:

02925.40(a) Power Service Cabinet - Service cabinets shall be the following or an approved equal:

Fouch Drwg #0600-0074-00 (NEMA 3-R Metered Base Mount Service Cabinet Clackamas County).

Add the following subsection:

02925.46 Fire Preemption Equipment - Fire Preemption systems for installation at traffic signals shall be as follows:

Fire Preemption system shall be GTT Opticom, or approved equal. See plan set for additional details. The following components make up the fire preemption system.

(a) Fire Preemption Phase Selector (P/N: Opticom 762/764) - Interface device for installation in the cabinet.

(b) Fire Preemption Detector Unit (P/N: Opticom 721/722) - Field detector for fire preemption system.

(c) Fire Preemption Detector Feeder Cable (P/N: Opticom 138) - For installation between the cabinet and the field detector at the location shown in the plan set.

02925.66 Pedestrian Push Buttons and Mount - Replace Section 02925.66, except the subsection number and title, with the following:

Pedestrian pushbuttons for installation at traffic signals shall be as follows:

Pedestrian push button system shall be a Polara iNavigator 2-Wire (iN2 SPS) Push Button Station (P/N: iN2-3-T-N-0-B) or approved equal. See the plans for additional details. The following components make up the push button system:

- (a) **Push Button Station (P/N: iN2 PBS)** - The main body with pushbutton for installation on the signal or pedestrian pole using 2-Wire system.
- (b) **Ped Head Control Unit (P/N: iPHCU3W)** - Interface device for installation in pedestrian signal head. One per Push Button Station.
- (c) **Pedestrian Push Button Decal** - The pedestrian push button sign shall be a OR10-3R/L 5"x7.75" sign or approved equal.
- (d) **Interconnect Cables (iN3-CABLE-X)** - Pre-cut lengths (12 feet, 25 feet, or 50 feet) of interconnect cable from Push Button Station to Ped Head Control Unit.
- (e) **iNav Bluetooth Dongle (iN-DGL)** - Bluetooth dongle to communicate from personal computer with Polar iN3 Push Button Station.

SECTION 02926 – HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

02926.54(c) Submittals - Replace the paragraph that begins "Within 21 Calendar Days..." with the following paragraph:

Within 21 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not begin LED luminaire installation before receiving written approval of submittals from the Engineer.

SECTION 03010 – FENCE MATERIALS

Comply with Section 03010 of the Standard Specifications modified as follows.

03010.30 Chain Link Fabric, Ties, and Tension Wires – Add the following bullet:

- Vinyl coated fabric shall be coated with a minimum of 7 mils of poly-vinyl chloride.

03010.50 Metal Fence Posts, Braces and Appurtenances for Chain Link Fence – Modify this subsection as follows:

03010.50(c)(1) Tubular Steel Posts – Add the following bullet after the last paragraph:

- All vinyl coated posts shall be coated with 10 to 15 mils of poly-vinyl chloride.

03010.50(c)(3) Fence Stays, Brace Guys and Wire Loops – Add the following bullet after the last paragraph:

- All vinyl coated fence stays, brace guys, and wire loops, and other miscellaneous wire shall be coated with 7 mils of poly-vinyl chloride.

SECTION 03020 - EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



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- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



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b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

VARIOUS

VARIOUS

PORTLAND, OR 97201

Location And Description Of Completed Operations

All persons or organizations who you are required to name as Additional Insured per written contract or agreement, prior to an "occurrence" or offense.

Any location and operation listed in such agreement.

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



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6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B**.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

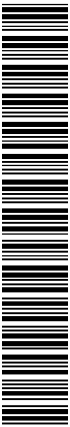
For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.



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14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph C. Limit Of Insurance of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

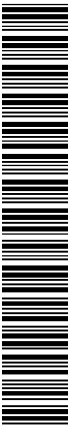
SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.



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21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.



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Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment # 2 between Business and Community Services and Opsis Architecture LLP for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library
Design and Permitting Services

Purpose/Outcome	To provide schematic design, design development, construction documents, and permitting services for three interrelated projects: NCPRD park, community center, and offices, and Oak Lodge Library and Gladstone Library, known as the Oak Lodge and Gladstone Community Project.
Dollar Amount and Fiscal Impact	Amendment #2 for an amount of \$4,013,248.00 for a Total Contract Amount of \$5,010,164.00.
Funding Source	Oak Lodge/Gladstone Library funds and NCPRD funds
Duration	Through April 1, 2024
Previous Board Action/Review	<ul style="list-style-type: none"> • Board Order 85-1221 entitles the Library Board of Trustees to conduct studies to recommend to the BCC appropriate sites for the location of the library building or satellite facilities. • On Oct. 16, 2017, the County and the City of Gladstone entered into a Settlement Agreement which requires the County to construct and operate two library facilities, one in the City of Gladstone and one in unincorporated Clackamas County. • On Sept. 26, 2019, the Board approved a contract between BCS and Opsis for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library planning processes. • On Nov. 14, 2019, the Board approved an Intergovernmental Agreement between Clackamas County and the City of Gladstone for library construction and operations which included milestones for the Gladstone Library project. • On Jan. 14, 2021, the Board approved the Concord and Gladstone master plan reports and approved staff to work with community and consultants to complete design and engineering for the Concord Property and Gladstone Library. • On Jan. 14, 2021, the Board acting as the Board of Directors of the NCPRD approved the Concord master plan reports and approved staff to work with community and consultants to complete design and engineering for the Concord Property. • On March 9, 2021, the Board acting as the Board of Directors of the NCPRD approved staff moving forward with the Opsis contract amendment. • On March 9, 2021, the BCC approved staff moving forward with the Opsis contract amendment for the Gladstone and Oak Lodge Libraries.

Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote and <i>Healthy and Active Lifestyle</i> by providing a park and community center with spaces for residents to be active. • Designed with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to a library, park and recreation that are near public transportation. • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by building near alternative modes of transportation and building sustainable projects by using photovoltaic panels for power to reduce future operating costs.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 03/24/2021 2. Initials of County Counsel performing review: ARN
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? Yes.
Contact Person	Kathryn Krygier, Project Manager 503-867-2820
Contract No.	#1642

BACKGROUND:

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries—a 6,000-square-foot facility in Gladstone for the Gladstone Library service area and an approximately 19,500-square-foot facility in the Oak Lodge Library service area in unincorporated Clackamas County. In a similar timeframe, NCPRD acquired three properties from the North Clackamas School District, including the Concord Property.

Two community task forces—the Concord Property and Library Planning Task Force (Concord) and the Gladstone Community Library Planning Task Force (Gladstone)—began meeting in early 2019 to advise staff and the BCC on the planning process, community needs, and master plans for the Concord Property and Gladstone Library. The Concord Task Force also went through a detailed decision-making process to determine whether it would be feasible to locate the Oak Lodge Library on the Concord site and, after a great deal of research, analysis and discussion, they unanimously agreed that it was feasible.

Gladstone Community Library Master Plan

The Gladstone Community Library Master Plan has a public plaza and corner entry at the intersection of Portland Avenue and E Dartmouth Street to create a strong civic presence in downtown Gladstone. It takes advantage of public areas that wrap around a light-filled interior courtyard, providing an indoor/outdoor experience for patrons. The interior spaces are efficiently organized to accommodate all of the necessary library functions in a 6,000 square-foot space.

Concord Property Master Plan

The Concord Property Master Plan balances the library, community center, park and NCPRD office needs with an efficient layout that includes a north addition to the Concord building for the new library and an east addition for a new gym. A central plaza that serves as a flexible space for outdoor events features a new shared entrance to the library and community center. Next to the

plaza is a two-acre park that features a play and picnic area, and a large lawn for events and recreation. The park is surrounded with large shade trees and natural plantings. Co-location of the library and community center allows for convenient and efficient shared functions such as the lobby, community rooms, restrooms and other service spaces.

Opsis Contract Amendment

In September 2019, the BCC approved a contract with Opsis Architecture LLP for programming and master planning services for the Oak Lodge and Gladstone Community Project. That work is complete. Contract Amendment No. 2 provides for the next phases of work.

Opsis Contract Amendment No. 2 includes the following for the Concord Property. (phase two and three are combined for the Gladstone Library process):

- Phase 1: schematic design
- Phase 2: design development
- Phase 3: construction documents
- Phase 4: permitting

Community engagement is included in all phases of the work. These four phases of the work are scheduled to be complete in May 2022. At that time the plan is for the Opsis contract to be amended to provide for construction administration scheduled to begin in May 2022.

PROCUREMENT PROCESS:

This Amendment is in accordance with LCRB C-047-0800(a) for an anticipated amendment. Preliminary designs have been completed and it is time to move to final design, construction documentation and permitting.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve and execute Amendment #2 between Business and Community Services and Opsis Architecture LLP for the Oak Lodge and Gladstone Community Project.

Respectfully submitted,



Laura Zentner
Director, Business and Community Services

Placed on the 4/1/2021 Agenda by the Procurement Division.

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH OPSIS ARCHITECTURE, LLP FOR NORTH
CLACKAMAS PARKS AND RECREATION DISTRICT LIBRARY PLANNING
Contract #1642

This Amendment #2 is entered into between **Opsis Architecture, LLP** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **September 26, 2019** (“Contract”).

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from July 1, 2022 to **April 1, 2024**. This extended time covers design Work, described in the amended Scope of Work, below.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
Phase I for master planning is complete. Phase II includes schematic design, design development, construction documents, and the permitting phases of the project. Contractor will perform the additional Work pursuant to the new Scope of Work and associated project timeline for each building as set forth in **Exhibit D**, attached hereto and incorporated by reference herein.
3. ARTICLE I, Section 3. Consideration is hereby amended as follows:
In consideration for Contractor performing the additional Work described in Exhibit D, County agrees to pay Contractor an amount not exceed \$4,013,248.00. Payment shall be pursuant to the Exhibit D and the fixed-fees schedules in **Exhibit E**, attached hereto and herby incorporated by reference. Subject to the terms and conditions of the Contract, payment for the additional Work described in Exhibit D will be made monthly on a percentage-complete basis. The total Contract Compensation shall not exceed \$5,010,164.00.

ORIGINAL CONTRACT	\$ 996,916.00
AMENDMENT #1	Time Extension
<u>AMENDMENT #2</u>	<u>\$ 4,013,248.00</u>
TOTAL AMENDED CONTRACT	\$ 5,010,164.00

SIGNATURE PAGE FOLLOWS

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Opsis Architecture, LLP

Clackamas County

Authorized Signature Date

Chair

Printed Name

Recording Secretary

Date

Approved as to Form:

County Counsel Date

**EXHIBIT D
SCOPE OF WORK**

- D.1 GLADSTONE DESIGN SCOPE OF SERVICES**
- D.2 CONCORD DESIGN SCOPE OF SERVICES**
- D.3 GLADSTONE PROJECT SCHEDULE**
- D.4 CONCORD PROJECT SCHEDULE**

March 18th, 2021 **Revision 3**

Kathryn Krygier, Project Manager
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97405

Reference: Concord Property - (NCPRD Community Center, Park and Oak Lodge Library) & Gladstone Library
Proposal for Additional Services: Design- Bidding Services

Dear Kathryn:

This letter represents the Opsis Architecture fee proposal to provide Design and Bidding/Permitting Services for the Concord Property (NCPRD Community Center, Park and Oak Lodge Library) and Gladstone Library projects. We are very excited to assist the North Clackamas Parks and Recreation District, as well as the Library District and communities of both Oak Lodge and Gladstone with design services for your important community assets.

SCOPE OF WORK

The Design Team understands the scope of work to be as described per Exhibit D.1– Gladstone Scope of Services, and Exhibit D.2 - Concord Scope of Services.

PROJECT SCHEDULE

The Scope of Work is based upon the attached Exhibit D.3 – Gladstone Project Schedule, and Exhibit D.4 – Concord Project Schedule.

FEE

We propose a fixed fee for services per attached Exhibit E.1 - Gladstone Fee Summary, and Exhibit E.2 - Concord Fee Summary

CONSULTANT TEAM

Associate Architect (Library Specialist)	Johnston Architects
Landscape Architect	Lango Hansen
Structural Engineer	Catena
Civil Engineer	KPFF
Mechanical / Plumbing / Electrical Engineer	Interface Engineers
Land Use	Bookin Group
Traffic	Global Transportation Engineering
Cost Estimating	ACC Cost Consulting
Public Engagement	JLA Public Involvement

REIMBURSABLES

Reimbursables are additional and include expenses incurred by Opsis and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 5% mark-up is applied to reimbursable expenses for processing.

INVOICING

Invoices will be rendered once a month based on percent complete and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to working with you on this transformational Project for the residents of Clackamas County.

Sincerely,



Mark Stoller, Partner, AIA, LEED AP BD+C
Opsis Architecture, LLP

Enclosures:

Exhibit D.1, Gladstone Scope of Services

Exhibit D.2, Concord Scope of Services

●

Exhibit D.3, Gladstone Project Schedule

Exhibit D.4, Concord Project Schedule

●

Exhibit E.1, Gladstone Fee Summary

Exhibit E.2, Concord Fee Summary

March 18, 2021 Revision 3

Reference: **Exhibit D.1 – Gladstone Scope of Work**
 Gladstone Library
Proposal for Additional Services: Design- Bidding Services

SCOPE OF WORK

Work in this Contract Amendment will consist of the preparation of Schematic Design, 'Design Documentation' Documents, as well as bidding and permitting services.

The following scope of work and lump sum fee are based upon the final draft masterplan documents dated November 2020, with an estimated construction cost of \$3,720,248. This proposed fee applies to a CMGC project delivery method. It is assumed that there will be two (2) independent cost estimates completed by the contractor during the Design Documentation phase.

The Design Team understands the scope of work to be the following:

SCHEMATIC DESIGN SERVICES

Tasks

- Architectural Design – Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
- Structural Design – Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design.
- Mechanical Design – Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
- Electrical Design – Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, and general space requirements.
- Outline specifications detailing design quality standards for development of cost estimate.
- Code Analysis (egress, restroom fixture count, setback requirements, parking requirements).
- Respond to one round of Owner review comments of the 100% Schematic Design documents.
- **Design team will not proceed into next phase of development without owner approval.**

Meetings:

- Task Force Meeting #1: Beginning of SD
Opsis
- Task Force Meeting #2: Mid SD
Opsis
- Task Force Meeting #3: SD Wrap Up/DD Kick off
Opsis
- PMT/User Group Meetings as Required
Opsis
- Gladstone/ Clackamas County Pre-Application Conference
Opsis, KPFF, Bookin

Deliverables:

- Schematic Design Drawings
- Schematic Design Outline Specifications describing quality standards and systems.
- Construction Cost Estimate based on the 100% Schematic Design documents (reference Supplemental Services below)

DESIGN DOCUMENTATION SERVICESTasks

- Architectural Design – Services consisting of preparation of drawings based on approved Schematic Design Documents setting forth in detail the architectural construction requirements for the project.
- Structural Design – Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the structural construction requirements for the project.
- Mechanical Design – Services consisting of preparation of final mechanical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the mechanical construction requirements for the project.
- Electrical Design – Services consisting of preparation of final electrical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the electrical construction requirements for the project.
- Specifications – Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.
- Review and update previously established schedules for the project.
- Participate in one round of consolidated owner design review comments based on the 50% Design Documentation, and one round of consolidated owner design review comments based on the 95% Design Documentation.
- **Assuming CMGC Process:**
 - **Coordinate with CMGC Contractor in the development of construction schedule and project delivery.**
 - **Review updated Construction Cost Estimates as prepared by the CMGC Contractor.**
 - **Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.**

Meetings:

- Task Force Meeting #4: Mid DD/CD Check In
Opsis
- Task Force Meeting #5: Design Completion
Opsis
- Public Design Update #2
Opsis, JLA
- Underrepresented Focus Group #2
Opsis, JLA
- PMT/User Group Meetings as Required
Opsis

Deliverables:

- 50% Design Documentation Issuance (Including Documents and Specifications).
- 95% Design Documentation Issuance (Including Documents and Specifications).
- 100% Bid/Permit Documents Issuance (Including Documents and Specifications).
Construction Cost Estimate based on the 50% Construction Documents Issuance (reference Supplemental Services below)

BIDDING & PERMITTING PHASE (CMGC PROJECT DELIVERY METHOD)

Tasks

- Services consisting of preparation of one (1) Bid Package for either a lump sum bid, or the development of the Guaranteed Maximum Price (GMP) by CMGC Contractor.
- Services consisting of preparation of Addenda as may be required during bidding and including supplementary drawings and specifications.
- Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.

Meetings:

- PMT Meetings as Required
Opsis

SUPPLEMENTAL SERVICES

Tasks

- **Civil** – Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking.
Deliverable: Included in overall bid document package.
- **Landscape** – Services consisting of the design and documentation of above-ground site improvements, including the design of hardscape pedestrian paved areas, landscape plantings, irrigation and site furnishings.
Deliverable: Included in overall bid document package.
- **Task Force Outreach-** Services consisting of facilitating five (5) Task Force Meetings and five (5) associated Task Force pre-meetings. Reference “meetings” above for additional information.
Deliverable: N/A
- **Public Involvement–** Services consisting of the facilitation of two (2) Public Design Update Events and two (2) Underrepresented Task force events, as well as four (4) planning sessions. Outreach events to provide Spanish translation services as required. This fee will be billed per outreach event. Reference “meetings” above for additional information.
Deliverable: N/A
- **Subcommittee Outreach:** Services consisting of participation in 3 subcommittees comprised of identified Task Force and team members. The identified subcommittees include:
 - Art/History Subcommittee (6 meetings. Facilitated by 3rd Party Art Consultant)
 - Sustainability subcommittee (1 meeting, facilitated by ETO)Deliverable: N/A
- **Design Review** – Services consisting of design development level site drawings, narrative, and storm report for submission to the county as required for Type II Design Review approval.
Deliverable: Type II Design Review submittal
- **Interior Design-** Services consisting of detailed interior space planning, interior design concept development, finishes and materials selection and documentation, and development and documentation of custom interior features.
Deliverable: Included in overall bid document package.

- **Furniture Fixtures and Equipment 'FFE':** Services consisting of preliminary furniture selection, coded layout plans delineating type and quantity, and furniture materials selection, as well as a final furniture schedule. Selections to be based on use of County's preferred furniture vendor(s). Vendor to provide furniture ordering, shipping, receiving, and installation services. County to provide any required bid process and management. Design team to coordinate required equipment; however, all equipment to be selected, procured, and installed by the County.
Deliverable: Coded furniture plans and furniture schedule outlining location, quantity, product data, and finish selection.
- **Acoustic Design** – Services consisting of mechanical noise control review and acoustical design coordination based on approved Schematic Design Documentation.
Deliverable: Included in overall bid document package
- **Signage/Wayfinding Design-** Services consisting of sign schedules, sign location plans, fabrication details and specifications based on approved Schematic Design Documentation.
Deliverable: Signage Bid Package
- **Cost Estimating** – Detailed quantity take-offs and cost estimating for architectural, landscape, civil, electrical, mechanical and structural portions of the work, including one round of reconciliation and minor estimate update.
Deliverable: (2) Construction Cost Estimates based on development of schematic design documents and 50% DD/CD Documents, including up to 2 alternates.
- **Fire Sprinkler/Alarm** – Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.
Deliverable: Included in overall bid document package
- **Data/Communications** – Services consisting of the design and development of final Data/Telecommunications system design drawings and specifications.
Deliverable: Included in overall bid document package
- **Audio/Visual** – Services consisting of the design and development of final AV systems drawings and specifications. This design scope includes infrastructure and distribution required to route audio and video signals to projection and display systems within each required space; specifically A-V equipment racks, projector locations and distribution, A-V floor boxes and outlets, loudspeaker locations, and amplification and sound reinforcement equipment.
Deliverable: Included in overall bid document package
- **Lighting** - Services consisting of interior and exterior lighting design and preparation of final lighting schedule, cutsheets, drawings, and calculations.
Deliverable: Included in overall bid document package
- **Building Security** – Services consisting of the design and preparation of building security systems drawings and specifications including a card key access entry system, intrusion detection systems, CCTV, and video surveillance and recording
Deliverable: Included in overall bid document package
- **GET/PV Design** – Design a photo-voltaic system to comply with the state requirement for Green Energy Technology.
Deliverable: Included in overall bid document package

- **Energy Trust of Oregon (ETO) Design/Documentation:** Early Design assistance meeting facilitated by ETO to establish baseline incentives, including required documentation of charette and coordination of incentives.
Deliverable: ETO Early Design Assistance Meeting Minutes

- **Energy Consulting/Modeling-** Services consisting of energy analysis including:
 1. Provide energy analysis to meet ETO requirements.
 2. Provide life-cycle-cost analysis.
 3. Review design documents and identify energy conservation measures (ECMs).
 4. Develop a baseline building energy model using eQuest or IES hourly energy simulation program.
 5. Analyze ECM energy and cost savings.
 6. Coordinate with design team on ECM costs.
 7. Analyze ECM cost effectiveness.
 8. Provide energy-efficient design input to design team.
 9. Document and submit analysis results.
 10. Respond to review comments.
 11. Prepare submittals on behalf of Owner for incentives and credits.Deliverable: Energy Analysis Report & ETO incentive submittal forms

- **Daylight Modeling:** Utilize IES or other modeling program to provide daylighting design verification, including feedback and effectiveness of window and skylight placement and properties as well as architectural color choices.
Deliverable: Daylight Analysis Report

- **Placemaking/Graphics** – Design and documentation of up to (1) graphic wall.
Deliverable: Included in Signage Bid Package

OPTIONAL SERVICES

The following optional services are excluded from the contract sum amount.

- Traffic Analysis
- ETO Design/Documentation
- Energy Consulting/Modeling
- Daylight Modeling
- Commissioning
- Ventilation Modeling
- Renderings
- Building Envelope
- Multiple Bid Packages (Including, but not limited to separate existing building demolition package)
- Rainwater Harvesting Analysis
- Record Documents
- Any printing required for Public Engagement Events, Task Force Meetings, or User Groups.

CONSTRUCTION ADMINISTRATION PHASE

Construction administration and project closeout services are excluded from the scope of work of this contract. For owner planning purposes, a rough order of magnitude estimate of fee for construction administration services is **\$217,500** not including an owner's design contingency or reimbursable expenses. Recommended in conjunction with this scope of work would be an optional service of 'Enhanced CA' to provide an additional 12 hours/week of construction administration support. For owner planning purposes, a rough order of magnitude estimate of fee for this service would be **\$72,000**, for a total construction administration fee of **\$289,500**.

OWNER'S CONTINGENCY

Goal: To provide for additional meetings or design scope. The contingency will only be authorized by written approval of the County's project manager.

- Allowance as indicated on Exhibit E.1 Fee Summary.

COUNTY'S RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the project, including a written program, which shall set forth the County's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Program will be reviewed at a preliminary PMT meeting and confirmed at Task Force Meeting #1.

The County shall identify a representative authorized to act on the County's behalf with respect to the project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall establish the County's budget for the project, including (1) the budget for the Cost of the Work as defined (2) the County's other costs; and, (3) reasonable contingencies related to all these costs. The County shall update the County's budget for the project as necessary throughout the duration of the project until final completion. If the County significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the Contractor. The County and the Contractor shall thereafter agree to a corresponding change in the project's scope and quality.

The County shall identify a representative authorized to act on the County's behalf with respect to the Project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The County shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The County shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the County shall furnish copies of the scope of services in the contracts between the County and the County's consultants. The County shall furnish the services of consultants other than those designated as the responsibility of the Contractor in this Agreement or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Project. The County shall require that its consultants and General Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The County shall furnish tests, inspections and reports required by law or the work product, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the County's needs and interests.

End of Scope of Work.

March 18th, 2021 Revision 3

Reference: **Exhibit D.2 – Concord Scope of Work**
 Concord Property - (NCPRD Community Center, Park and Oak Lodge Library)
Proposal for Additional Services: Design- Bidding Services

SCOPE OF WORK

Work in this Contract Amendment will consist of the preparation of Schematic Design, Design Development Documents, Construction Documents, as well as bidding and permitting services.

The following scope of work and lump sum fee are based upon the final draft masterplan documents dated November 2020, as well as the construction cost estimate dated November 12, 2020 with an estimated construction cost of \$26,081,261. This proposed fee applies to a CMGC project delivery method. It is assumed that there will be two (2) independent cost estimates completed by the contractor during the 'Design Development' phase and two (2) independent cost estimates completed by the contractor during the Construction Document' phase.

The Design Team understands the scope of work to be the following:

SCHEMATIC DESIGN SERVICES

Tasks

- Architectural Design – Services responding to scope of work (program/pre-design) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
- Structural Design – Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design.
- Mechanical Design – Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
- Electrical Design – Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, and general space requirements.
- Outline specifications detailing design quality standards for development of cost estimate.
- Code Analysis (egress, restroom fixture count, setback requirements, parking requirements).
- Development of schedules for decision-making, design, and documentation.
- Participate in one round of consolidated owner design review comments based on the 100% Schematic Design Documents
- Design team will not proceed into next phase of development without owner approval.

Meetings:

- Task Force Meeting #1: Beginning of SD
Opsis
- Task Force Meeting #2 – Mid SD

- Opsis*
- District Advisory Committee/DAC Meeting #1
- Opsis*
- User Group/PMT Meetings as Required
- Opsis*
- Clackamas County Review Agencies Preliminary Meeting
- Opsis, KPFF*

Deliverables:

- Schematic Design Drawings
- Schematic Design Outline Specifications describing quality standards and systems
- Construction Cost Estimate based on the 100% Schematic Design documents (reference Supplemental Services below)

DESIGN DEVELOPMENT

Tasks

- Architectural Design – Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, materials selections and equipment layouts.
- Structural Design – Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
- Mechanical Design – Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts and energy conservation measures.
- Electrical Design – Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
- Reviewing and updating schedule for decision-making, design, and documentation.
- Specifications – Services consisting of preparation for agency’s approval of proposed General and Supplementary Conditions of the Contract for construction. Production of design manual including design criteria, and outline specifications of material lists.
- Participate in one round of consolidated owner design review comments based on the 50% Design Development Documents, and one round of consolidated owner design review comments based on the 100% Design Development Documents.
- **Assuming CMGC Process:**
 - **Coordinate with CMGC Contractor in the development of construction schedule and project delivery.**
 - **Review updated Construction Cost Estimates as prepared by the CMGC Contractor.**
 - **Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.**

Meetings

- Task Force Meeting #3 End of SD/DD Kick Off
Opsis
- Task Force Meeting #4 Mid DD
Opsis
- District Advisory Committee/DAC Meeting #2
Opsis
- Public Design Update #1
Opsis, JLA
- Underrepresented Focus Group #1
Opsis, JLA
- User Group/PMT Meetings as Required
Opsis

Deliverables:

- 50% Design Development Documents Issuance (Including Documents and Specifications)
- 100% Design Development Documents Issuance (Including Documents and Specifications)
- Construction Cost Estimate based on the 100% Design Development documents (reference Supplemental Services below)

CONSTRUCTION DOCUMENTS

Tasks

- Architectural Design – Services consisting of preparation of drawings based on approved Schematic Design Documents setting forth in detail the architectural construction requirements for the project.
- Structural Design – Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the structural construction requirements for the project.
- Mechanical Design – Services consisting of preparation of final mechanical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the mechanical construction requirements for the project.
- Electrical Design – Services consisting of preparation of final electrical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the electrical construction requirements for the project.
- Specifications – Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.
- Review and update previously established schedules for the project.
- Participate in one round of consolidated owner design review comments based on the 50% Construction Documents, and one round of consolidated owner design review comments based on the 95% Construction Documents.
- **Assuming CMGC Process:**
 - **Coordinate with CMGC Contractor in the refinement of construction schedule and project delivery.**
 - **Review updated Construction Cost Estimates as prepared by the CMGC Contractor**
 - **Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.**

Meetings:

- Task Force Meeting #5 - Mid CD
Opsis
- Task Force Meeting #6 – Design Completion
Opsis
- Public Design Update #2
Opsis, JLA
- Underrepresented Focus Group #2
Opsis, JLA
- User Group/ PMT Meetings as Required
Opsis
- Clackamas County Review Agencies Pre-Permit Submission Meeting
Opsis, KPFF

Deliverables:

- 50% Construction Documents Issuance (Including Documents and Specifications)
- 95% Construction Documents Issuance (Including Documents and Specifications)
- 100% Bid/Permit Construction Documents Issuance (Including Documents and Specifications)

BIDDING & PERMITTING PHASE (CMGC PROJECT DELIVERY METHOD)

Tasks

- Services consisting of preparation of one (1) Bid Package for either a lump sum bid, or the development of the Guaranteed Maximum Price (GMP) by CMGC Contractor.
- Services consisting of preparation of Addenda as may be required during bidding and including supplementary drawings and specifications.
- Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.

Meetings

- PMT meetings as required.
Opsis

SUPPLEMENTAL SERVICES

Tasks

- **Civil**– Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking.
Deliverable: Included in overall bid document package
- **Landscape** – Services consisting of the design and documentation of above-ground site improvements, including the design of hardscape pedestrian paved areas, landscape plantings, an inclusive play area, irrigation and site furnishings.
Deliverable: Included in overall bid document package

- **Task Force Outreach-** Services consisting of facilitating two (2) DAC Meetings, six (6) Task Force Meetings and six (6) associated Task Force pre-meetings. Reference “meetings” above for additional information.
Deliverable: N/A
- **Public Involvement–** Services consisting of the facilitation of two (2) Public Design Update Events and two (2) Underrepresented Task force events, as well as four (4) planning sessions. Outreach events to provide Spanish translation services as required. This fee will be billed per outreach event. Reference “meetings” above for additional information.
Deliverable: N/A
- **Subcommittee Outreach:** Services consisting of participation in 3 subcommittees comprised of identified Task Force and team members. The identified subcommittees include:
 - Art Subcommittee (6 meetings. Facilitated by 3rd Party Art Consultant)
 - History Subcommittee (3 meetings, facilitated by Opsis/ARG)
 - Sustainability subcommittee (1 meeting, facilitated by ETO)Deliverable: N/A
- **Historic –** Services consisting of the development of a State Historic Preservation Office (SHPO) submittal and a subsequent Memorandum of Agreement (MOA).
Deliverable: Final MOA submittal
- **Land Use Review –** Services consisting of design development level site drawings, narrative, comprehensive traffic study, and storm report for submission to the county as required for a Type III Zone Change and Comprehensive Plan Amendment and Type II Design Review.
Deliverable: Type III Zone Change and Comprehensive Plan Amendment and Type II Design Review submittals
- **Interior Design-** Services consisting of detailed interior space planning, interior design concept development, finishes and materials selection and documentation, and development and documentation of custom interior features.
Deliverable: Included in overall bid document package
- **Furniture Fixtures and Equipment ‘FFE’:** Services consisting of preliminary furniture selection, coded layout plans delineating type and quantity, and furniture materials selection, as well as a final furniture schedule. Selections to be based on use of County’s preferred furniture vendor(s). Vendor to provide furniture ordering, shipping, receiving, and installation services. County to provide any required bid process and management. Design team to coordinate required equipment; however, all equipment to be selected, procured, and installed by the County.
Deliverable: Coded furniture plans and furniture schedule outlining location, quantity, product data, and finish selection.
- **Acoustic Design –** Services consisting of mechanical noise control review and acoustical design coordination based on approved Schematic Design Documentation.
Deliverable: Included in overall bid document package
- **Signage/Wayfinding Design-** Services consisting of sign schedules, sign location plans, fabrication details and specifications.
Deliverable: Signage Bid Package

- **Food Service** – Services consisting of the design and documentation of the commercial kitchen including drawings, development of related food service specifications, and a food service cost estimate.
Deliverable: Included in overall bid document package
- **Building Code – Supplemental** – Additional fire life safety and accessibility reviews at the schematic design, design development and construction documents phases, including one meeting as required with the Jurisdiction to establish compliance framework and streamline code compliance and documentation for the project. **Any required Alternative Means and Methods are excluded from this scope of work.**
Deliverable: Included in overall bid document package.
- **Cost Estimating** – Detailed quantity take-offs and cost estimating for architectural, landscape, civil, electrical, mechanical and structural portions of the work, including one round of reconciliation and minor estimate update.
Deliverable: Two (2) Construction Cost Estimates based on development of Schematic Design Documents and 100% Design Development Documents, including up to two (2) alternates.
- **Fire Sprinkler/Alarm** – Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.
Deliverable: Included in overall bid document package
- **Data/Communications** – Services consisting of the design and development of final Data/Telecommunications system design drawings and specifications.
Deliverable: Included in overall bid document package
- **Audio/Visual** – Services consisting of the design and development of final AV systems drawings and specifications. This design scope includes infrastructure and distribution required to route audio and video signals to projection and display systems within each required space; specifically A-V equipment racks, projector locations and distribution, A-V floor boxes and outlets, loudspeaker locations, and amplification and sound reinforcement equipment.
Deliverable: Included in overall bid document package
- **Lighting** - Services consisting of interior and exterior lighting design and preparation of final lighting schedule, cutsheets, drawings, and calculations.
Deliverable: Included in overall bid document package
- **GET/PV Design** – Design a photo-voltaic system to comply with the state requirement for Green Energy Technology.
Deliverable: Included in overall bid document package
- **Distributed Antennae System Design** - Services consisting of the development of performance-based specs for amplification of emergency responder public radio.
Deliverable: Included in overall bid document package
- **Building Security** – Services consisting of the design and preparation of building security systems drawings and specifications including a card key access entry system, intrusion detection systems, CCTV, and video surveillance and recording
Deliverable: Included in overall bid document package

- **Energy Trust of Oregon (ETO) Design/Documentation:** Early Design assistance meeting facilitated by ETO to establish baseline incentives, including required documentation of charette and coordination of incentives.
Deliverable: ETO Early Design Assistance Meeting Minutes
- **Energy Consulting/Modeling-** Services consisting of energy analysis including:
 1. Provide energy analysis to meet ETO requirements.
 2. Provide life-cycle-cost analysis.
 3. Review design documents and identify energy conservation measures (ECMs).
 4. Develop a baseline building energy model using eQuest or IES hourly energy simulation program.
 5. Analyze ECM energy and cost savings.
 6. Coordinate with design team on ECM costs.
 7. Analyze ECM cost effectiveness.
 8. Provide energy-efficient design input to design team.
 9. Document and submit analysis results.
 10. Respond to review comments.
 11. Prepare submittals on behalf of Owner for incentives and credits.Deliverable: Energy Analysis Report & ETO incentive submittal forms
- **Daylight Modeling:** Utilize IES or other modeling program to provide daylighting design verification, including feedback and effectiveness of window and skylight placement and properties as well as architectural color choices.
Deliverable: Daylight Analysis Report
- **Placemaking/ Graphics:** Design and documentation of up to three (3) Graphic walls.
Deliverable: Included in Signage Bid Package

OPTIONAL SERVICES

The following optional services are excluded from the contract sum amount:

- Ventilation Modeling
- Commissioning
- Building Envelope
- Paging System Design
- Advanced AV Systems Design
- Renderings
- Physical Model (by 3rd Party)
- Special Inspections
- Survey
- Geotech
- Rainwater Harvesting Analysis
- Life Cycle Cost Analysis
- Multiple Bid Packages (Including, but not limited to separate demolition package)
- Record Documents
- Any printing required for Public Engagement Events, Task Force Meetings, or User Groups.

CONSTRUCTION ADMINISTRATION PHASE

Construction administration and project closeout services are excluded from the scope of work of this contract. For owner planning purposes, a rough order of magnitude estimate of fee for construction administration services is **\$932,000**, not including an owner's design contingency or reimbursable expenses.

OWNER'S CONTINGENCY

Goal: To provide for additional meetings or design scope. The contingency will only be authorized by written approval of the County's project manager.

- Allowance as indicated on Exhibit E.2 Fee Summary.

COUNTY'S RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the project, including a written program, which shall set forth the County's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Program will be reviewed at a preliminary PMT meeting and confirmed at Task Force Meeting #1.

The County shall identify a representative authorized to act on the County's behalf with respect to the project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall establish the County's budget for the project, including (1) the budget for the Cost of the Work as defined (2) the County's other costs; and, (3) reasonable contingencies related to all these costs. The County shall update the County's budget for the project as necessary throughout the duration of the project until final completion. If the County significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the Contractor. The County and the Contractor shall thereafter agree to a corresponding change in the project's scope and quality.

The County shall identify a representative authorized to act on the County's behalf with respect to the Project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

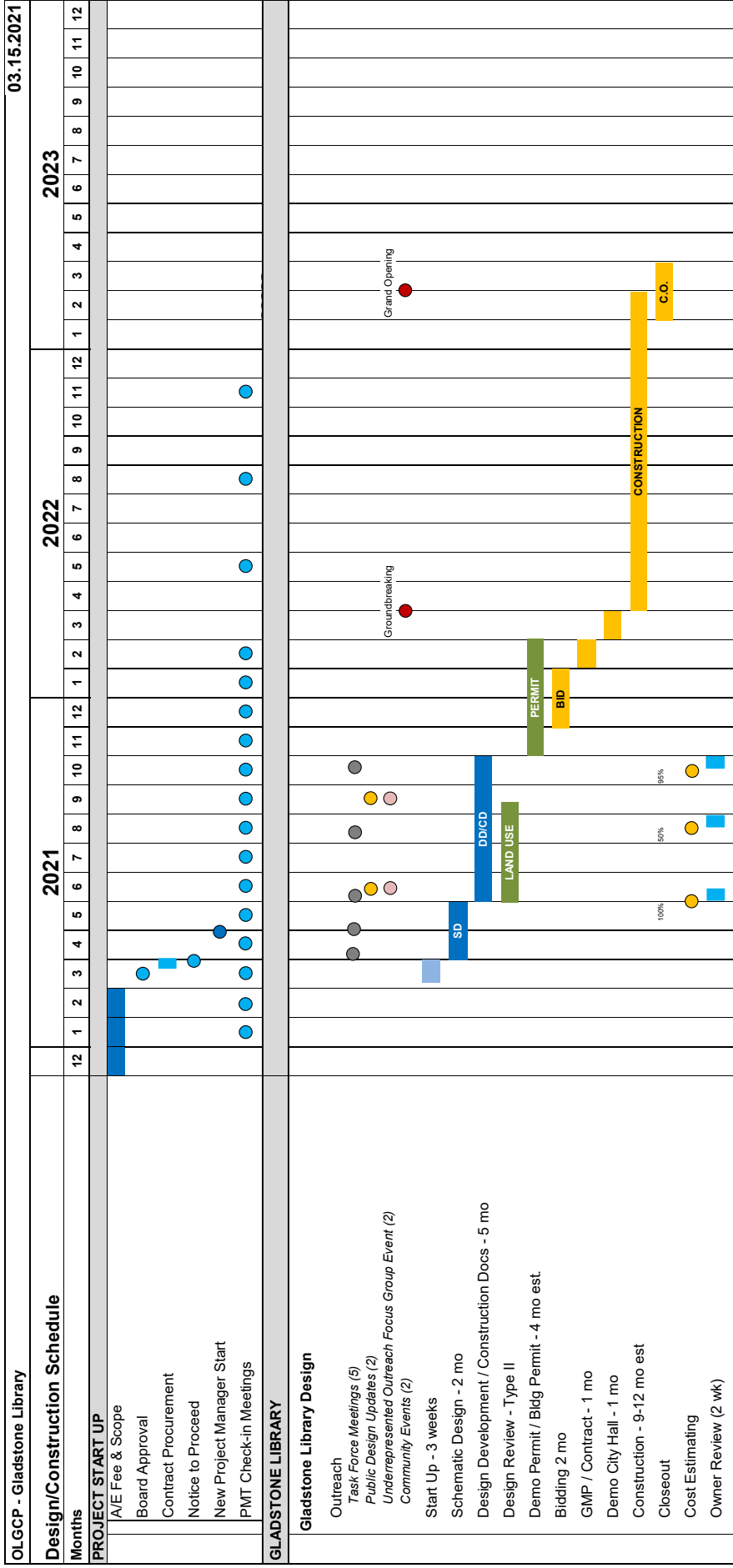
The County shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The County shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the County shall furnish copies of the scope of services in the contracts between the County and the County's consultants. The County shall furnish the services of consultants other than those designated as the responsibility of the Contractor in this Agreement or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Project. The County shall require that its consultants and General Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The County shall furnish tests, inspections and reports required by law or the work product, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the County's needs and interests.

End of Scope of Work.



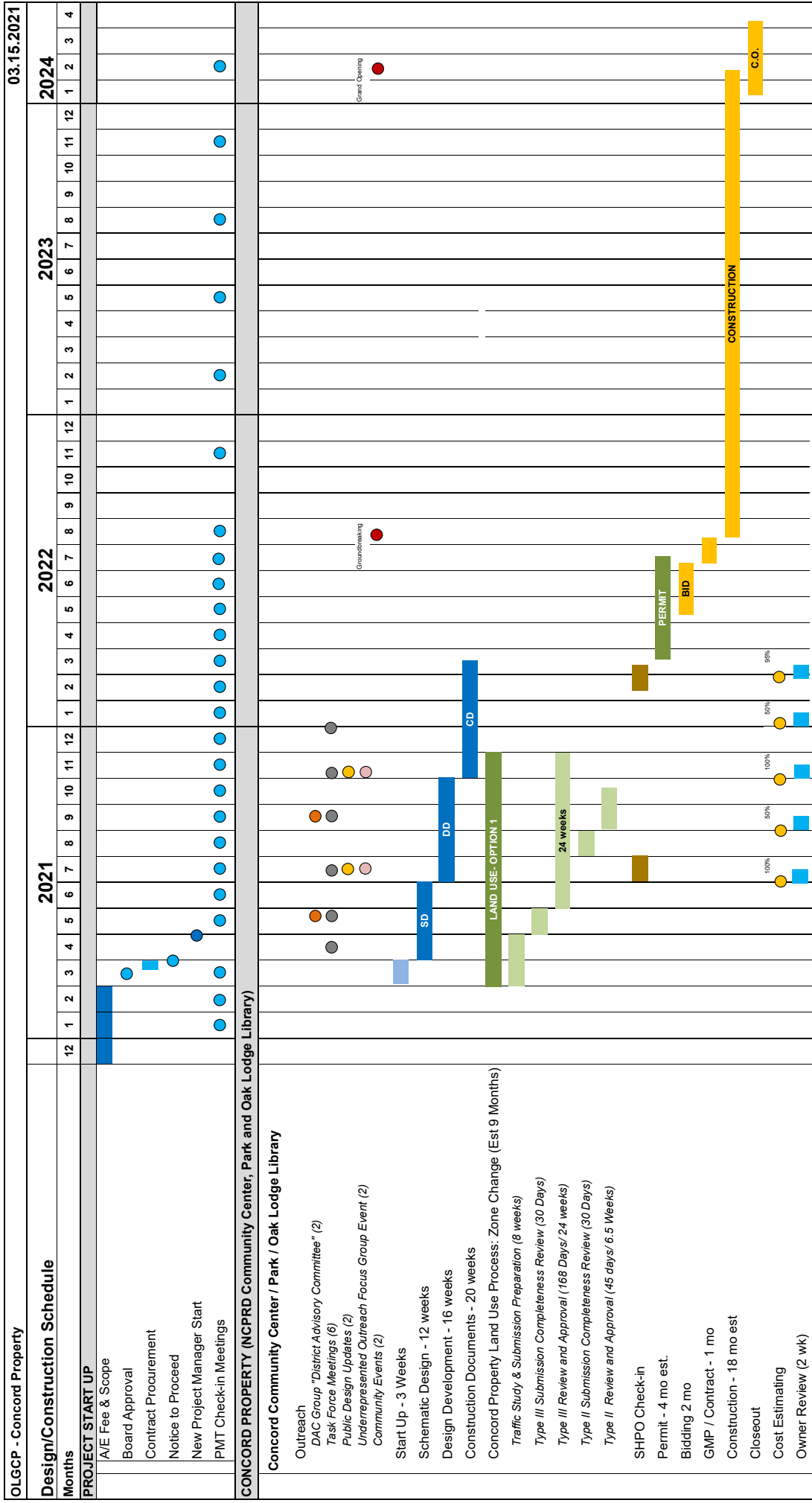


EXHIBIT E
FEE SCHEDULE
E.1 GLADSTONE FEE SUMMARY
E.2 CONCORD FEE SUMMARY

Direct Construction Cost: \$ 3,720,248

A/E FEE SUMMARY		Allowance/ Lump Sum	Schematic Design	Design Documentation	Permit / Bid	SD-PERMIT FEE	% of DCC
Basic Services							
Architectural	Opis + JA		59,040	148,220	13,680	\$220,940	5.94%
Architectural-Asoc.	Johnston Arch		14,800	7,140		\$21,940	0.59%
Structural	Calena		5,325	46,043	2,730	\$4,688	1.47%
Mech/Plumbing	Interface		3,150	37,800	1,050	\$42,000	1.13%
Electrical	Interface		2,100	28,950	1,050	\$31,500	0.85%
Basic Services Subtotal			85,015	267,653	18,510	\$371,078	9.97%
Supplemental Services							
Civil	KPFF	10,500	3,150	13,650		\$32,025	0.86%
Landscape	LHLA	-	17,010	22,365	4,725	\$42,000	1.13%
Task Force Outreach	Opis	25,000	-	-	-	\$25,000	0.67%
Public Involvement	Opis+ JLA	41,000	-	-	-	\$41,000	1.10%
Subcommittee Outreach	Opis	6,000	-	-	-	\$6,000	0.16%
Design Review	Design Team	31,425	-	-	-	\$31,425	0.84%
Interior Design	Opis	-	9,440	33,200	5,440	\$48,080	1.29%
FF&E	Opis	-	-	22,500	-	\$22,500	0.60%
Acoustic	ABD	4,200	-	-	-	\$4,200	0.11%
Signage/Wayfinding	Mayer/Reed	12,075	-	-	-	\$12,075	0.32%
Cost Estimating	ACC	-	10,341	13,230	-	\$23,571	0.63%
Fire Sprinkler/Alarm	Interface	8,400	-	-	-	\$8,400	0.23%
Data/Telecommunications	Interface	3,150	-	-	-	\$3,150	0.08%
Audio/Visual	Interface	3,150	-	-	-	\$3,150	0.08%
Lighting (Interior/Exterior)	Interface	10,500	-	-	-	\$10,500	0.28%
1.5% GET PV Design	Interface	3,150	-	-	-	\$3,150	0.08%
Building Security (design)	Interface	3,150	-	-	-	\$3,150	0.08%
ETO Design/Documentation	Opis + Interface	14,100	-	-	-	\$14,100	0.38%
Energy Consulting / Modelling	Interface	13,650	-	-	-	\$13,650	0.37%
Daylight Modeling	Interface	4,200	-	-	-	\$4,200	0.11%
Placemaking/Graphics	Mayer/Reed	-	-	-	-	\$6,300	0.17%
Supplemental Services Subtotal		\$255,050	\$39,941	\$104,945	\$12,790	\$412,726	10.92%
TOTAL A/E FEE		\$255,050	\$124,987	\$372,498	\$31,300	\$783,804	20.90%
Contingency Budget						\$58,785	1.56%
Reimbursable Budget						\$5,000	0.13%
TOTAL PROJECT FEE						\$847,689	22.61%

Comments
JA Assist Library Specialist
(5) TF Meetings and associated planning meetings: \$5,000 per meeting (2) Public Design Updates, (2) Underrepresented Focus Group Meetings: \$10,250 per meeting (6) Art/History Subcommittee Meetings: \$1,000 per meeting
JA Assist JA Assist
7.5% of Fee Total



Clackamas County / North Clackamas Parks and Recreation District
Concord Community Center / Park and Oak Lodge Library
03.15.2021

Direct Construction Cost: \$ 26,081,261

AE FEE SUMMARY	Allowance/ Lump Sum Fee	Schematic Design	Design Development	Construction Documents	Permit / Bid	SD-Permit SUBTOTAL	% of DCC
Basic Services		253,080	400,684	432,260	56,240	1,142,264	4.38%
Architectural		24,600	32,800	11,240	5,280	73,920	0.28%
Architectural-Assoc.		36,115	97,493	159,863	18,795	314,265	1.20%
Structural		39,900	109,200	172,200	8,400	329,700	1.26%
Mech/Plumbing		31,500	86,100	126,000	8,400	252,000	0.97%
Electrical							
Basic Services Subtotal		387,195	726,277	901,563	97,115	2,112,149	8.10%
Supplemental Services							
Civil	54,600	11,550	24,675	44,625	7,350	142,800	0.55%
Landscape	-	29,400	41,370	53,550	3,885	128,205	0.49%
Task Force/DAC Outreach	40,000	-	-	-	-	40,000	0.15%
Subcommittee Outreach	17,985	-	-	-	-	17,985	0.07%
Public Involvement	41,000	-	-	-	-	41,000	0.16%
Historic	26,754	-	-	-	-	26,754	0.10%
Land Use Application	27,850	-	-	-	-	27,850	0.11%
Interior Design	19,300	19,300	36,100	47,000	5,600	108,000	0.41%
FF&E	70,000	-	-	-	-	70,000	0.27%
Acoustic	15,750	-	-	-	-	15,750	0.06%
Signage/Wayfinding	-	2,625	21,000	21,000	1,050	45,675	0.18%
Food Service	-	1,418	1,890	3,780	189	7,277	0.03%
Bldg Code-Supplemental	18,900	-	-	-	-	18,900	0.07%
Cost Estimating	-	15,444	17,823	-	-	33,267	0.13%
Fire Sprinkler/Alarm	-	-	7,875	9,450	525	17,850	0.07%
Data/Telecommunications	-	-	4,200	5,775	525	10,500	0.04%
Audio/ Visual	-	-	5,250	7,350	840	13,440	0.05%
Lighting (Interior/Exterior)	-	-	12,600	21,000	2,625	36,225	0.14%
1.5% GET/PV Design	-	-	4,200	5,250	-	9,450	0.04%
Distributed Antennae System Design	-	-	1,050	3,675	-	4,725	0.02%
Building Security (design)	-	-	2,625	7,350	525	10,500	0.04%
ETO Design/Documentation	17,250	-	-	-	-	17,250	0.07%
Energy Consulting / Modeling	25,200	-	-	-	-	25,200	0.10%
Daylight Modeling	10,500	-	-	-	-	10,500	0.04%
Placemaking/Graphics	18,900	-	-	-	-	18,900	0.07%
Supplemental Services Subtotal	\$384,689	\$79,737	\$180,658	\$229,805	\$23,114	\$898,003	3.44%
TOTAL A/E FEE	\$553,454	\$466,932	\$906,934	\$1,131,368	\$120,229	\$3,010,152	11.54%
Contingency Budget						\$150,508	0.58%
Reimbursable Budget						\$5,000	0.02%
TOTAL PROJECT FEE						\$3,165,659	12.14%

Comments
J/A Assist Library Specialist
(6) TF and (2) DAC Meetings and associated planning meetings: \$5,000 per mtg (6) Art Subcommittee Meetings: \$1,000 per meeting, (3) History Subcommittee: \$4,000 per mtg (2) Public Design Updates, (2) Underrepresented Focus Group Meetings: \$10,250 per mtg Architectural, Civil, Landscape Support for Land Use, NIC Bookin or GTE J/A Library assist J/A Library assist
5% of total AE Fee



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 2 between Business and Community Services and Opsis Architecture LLP for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library
Design and Permitting Services

Purpose/Outcome	To provide schematic design, design development, construction documents, and permitting services for three interrelated projects: NCPRD park, community center, and offices, and Oak Lodge Library and Gladstone Library, known as the Oak Lodge and Gladstone Community Project.
Dollar Amount and Fiscal Impact	Amendment #2 for an amount of \$4,013,248.00 for a Total Contract Amount of \$5,010,164.00.
Funding Source	Oak Lodge/Gladstone Library funds and NCPRD funds
Duration	Through April 1, 2024
Previous Board Action/Review	<ul style="list-style-type: none"> • Board Order 85-1221 entitles the Library Board of Trustees to conduct studies to recommend to the BCC appropriate sites for the location of the library building or satellite facilities. • On Oct.16, 2017, the County and the City of Gladstone entered into a Settlement Agreement which requires the County to construct and operate two library facilities, one in the City of Gladstone and one in unincorporated Clackamas County. • On Sept. 26, 2019, the Board approved a contract between BCS and Opsis for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library planning processes. • On Nov. 14, 2019, the Board approved an Intergovernmental Agreement between Clackamas County and the City of Gladstone for library construction and operations which included milestones for the Gladstone Library project. • On Jan. 14, 2021, the Board approved the Concord and Gladstone master plan reports and approved staff to work with community and consultants to complete design and engineering for the Concord Property and Gladstone Library. • On Jan. 14, 2021, the Board acting as the Board of Directors of the NCPRD approved the Concord master plan reports and approved staff to work with community and consultants to complete design and engineering for the Concord Property. • On March 9, 2021, the Board acting as the Board of Directors of the NCPRD approved staff moving forward with the Opsis contract amendment. • On March 9, 2021, the BCC approved staff moving forward with the Opsis contract amendment for the Gladstone and Oak Lodge Libraries.

Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote and <i>Healthy and Active Lifestyle</i> by providing a park and community center with spaces for residents to be active. • Designed with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to a library, park and recreation that are near public transportation. • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by building near alternative modes of transportation and building sustainable projects by using photovoltaic panels for power to reduce future operating costs.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 03/24/2021 2. Initials of County Counsel performing review: ARN
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? Yes.
Contact Person	Kathryn Krygier, Project Manager 503-867-2820
Contract No.	#1642

BACKGROUND:

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries—a 6,000-square-foot facility in Gladstone for the Gladstone Library service area and an approximately 19,500-square-foot facility in the Oak Lodge Library service area in unincorporated Clackamas County. In a similar timeframe, NCPRD acquired three properties from the North Clackamas School District, including the Concord Property.

Two community task forces—the Concord Property and Library Planning Task Force (Concord) and the Gladstone Community Library Planning Task Force (Gladstone)—began meeting in early 2019 to advise staff and the BCC on the planning process, community needs, and master plans for the Concord Property and Gladstone Library. The Concord Task Force also went through a detailed decision-making process to determine whether it would be feasible to locate the Oak Lodge Library on the Concord site and, after a great deal of research, analysis and discussion, they unanimously agreed that it was feasible.

Gladstone Community Library Master Plan

The Gladstone Community Library Master Plan has a public plaza and corner entry at the intersection of Portland Avenue and E Dartmouth Street to create a strong civic presence in downtown Gladstone. It takes advantage of public areas that wrap around a light-filled interior courtyard, providing an indoor/outdoor experience for patrons. The interior spaces are efficiently organized to accommodate all of the necessary library functions in a 6,000 square-foot space.

Concord Property Master Plan

The Concord Property Master Plan balances the library, community center, park and NCPRD office needs with an efficient layout that includes a north addition to the Concord building for the new library and an east addition for a new gym. A central plaza that serves as a flexible space for outdoor events features a new shared entrance to the library and community center. Next to the plaza is a two-acre park that features a play and picnic area, and a large lawn for events and recreation. The park is surrounded with large shade trees and natural plantings. Co-location of the library and community center allows for convenient and efficient shared functions such as the lobby, community rooms, restrooms and other service spaces.

Opsis Contract Amendment

In September 2019, the BCC approved a contract with Opsis Architecture LLP for programming and master planning services for the Oak Lodge and Gladstone Community Project. That work is complete. Contract Amendment No. 2 provides for the next phases of work.

Opsis Contract Amendment No. 2 includes the following for the Concord Property. (phase two and three are combined for the Gladstone Library process):

- Phase 1: schematic design
- Phase 2: design development
- Phase 3: construction documents
- Phase 4: permitting

Community engagement is included in all phases of the work. These four phases of the work are scheduled to be complete in May 2022. At that time the plan is for the Opsis contract to be amended to provide for construction administration scheduled to begin in May 2022.

PROCUREMENT PROCESS:

This Amendment is in accordance with LCRB C-047-0800(a) for an anticipated amendment. Preliminary designs have been completed and it is time to move to final design, construction documentation and permitting.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, acting as the NCPRD Board of Directors approve and execute Amendment #2 between Business and Community Services and Opsis Architecture LLP for the Oak Lodge and Gladstone Community Project.

Respectfully submitted,

Laura Zentner

Laura Zentner
Director, Business and Community Services

Placed on the 4/1/2021 Agenda by the Procurement Division.

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH OPSIS ARCHITECTURE, LLP FOR NORTH
CLACKAMAS PARKS AND RECREATION DISTRICT LIBRARY PLANNING
Contract #1642

This Amendment #2 is entered into between **Opsis Architecture, LLP** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **September 26, 2019** (“Contract”).

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from July 1, 2022 to **April 1, 2024**. This extended time covers design Work, described in the amended Scope of Work, below.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
Phase I for master planning is complete. Phase II includes schematic design, design development, construction documents, and the permitting phases of the project. Contractor will perform the additional Work pursuant to the new Scope of Work and associated project timeline for each building as set forth in **Exhibit D**, attached hereto and incorporated by reference herein.
3. ARTICLE I, Section 3. Consideration is hereby amended as follows:
In consideration for Contractor performing the additional Work described in Exhibit D, County agrees to pay Contractor an amount not exceed \$4,013,248.00. Payment shall be pursuant to the Exhibit D and the fixed-fees schedules in **Exhibit E**, attached hereto and herby incorporated by reference. Subject to the terms and conditions of the Contract, payment for the additional Work described in Exhibit D will be made monthly on a percentage-complete basis. The total Contract Compensation shall not exceed \$5,010,164.00.

ORIGINAL CONTRACT	\$ 996,916.00
AMENDMENT #1	Time Extension
<u>AMENDMENT #2</u>	<u>\$ 4,013,248.00</u>
TOTAL AMENDED CONTRACT	\$ 5,010,164.00

SIGNATURE PAGE FOLLOWS

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Opsis Architecture, LLP

Clackamas County

Authorized Signature Date

Chair

Printed Name

Recording Secretary

Date

Approved as to Form:

County Counsel Date

**EXHIBIT D
SCOPE OF WORK**

- D.1 GLADSTONE DESIGN SCOPE OF SERVICES**
- D.2 CONCORD DESIGN SCOPE OF SERVICES**
- D.3 GLADSTONE PROJECT SCHEDULE**
- D.4 CONCORD PROJECT SCHEDULE**

March 18th, 2021 **Revision 3**

Kathryn Krygier, Project Manager
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97405

Reference: Concord Property - (NCPRD Community Center, Park and Oak Lodge Library) &
Gladstone Library
Proposal for Additional Services: Design- Bidding Services

Dear Kathryn:

This letter represents the Opsis Architecture fee proposal to provide Design and Bidding/Permitting Services for the Concord Property (NCPRD Community Center, Park and Oak Lodge Library) and Gladstone Library projects. We are very excited to assist the North Clackamas Parks and Recreation District, as well as the Library District and communities of both Oak Lodge and Gladstone with design services for your important community assets.

SCOPE OF WORK

The Design Team understands the scope of work to be as described per Exhibit D.1– Gladstone Scope of Services, and Exhibit D.2 - Concord Scope of Services.

PROJECT SCHEDULE

The Scope of Work is based upon the attached Exhibit D.3 – Gladstone Project Schedule, and Exhibit D.4 – Concord Project Schedule.

FEE

We propose a fixed fee for services per attached Exhibit E.1 - Gladstone Fee Summary, and Exhibit E.2 - Concord Fee Summary

CONSULTANT TEAM

Associate Architect (Library Specialist)	Johnston Architects
Landscape Architect	Lango Hansen
Structural Engineer	Catena
Civil Engineer	KPFF
Mechanical / Plumbing / Electrical Engineer	Interface Engineers
Land Use	Bookin Group
Traffic	Global Transportation Engineering
Cost Estimating	ACC Cost Consulting
Public Engagement	JLA Public Involvement

REIMBURSABLES

Reimbursables are additional and include expenses incurred by Opsis and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 5% mark-up is applied to reimbursable expenses for processing.

INVOICING

Invoices will be rendered once a month based on percent complete and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to working with you on this transformational Project for the residents of Clackamas County.

Sincerely,

A handwritten signature in black ink, appearing to read 'mstoller', is centered on the page.

Mark Stoller, Partner, AIA, LEED AP BD+C
Opsis Architecture, LLP

Enclosures:

Exhibit D.1, Gladstone Scope of Services

Exhibit D.2, Concord Scope of Services

●

Exhibit D.3, Gladstone Project Schedule

Exhibit D.4, Concord Project Schedule

●

Exhibit E.1, Gladstone Fee Summary

Exhibit E.2, Concord Fee Summary

March 18, 2021 Revision 3

Reference: **Exhibit D.1 – Gladstone Scope of Work**
 Gladstone Library
Proposal for Additional Services: Design- Bidding Services

SCOPE OF WORK

Work in this Contract Amendment will consist of the preparation of Schematic Design, ‘Design Documentation’ Documents, as well as bidding and permitting services.

The following scope of work and lump sum fee are based upon the final draft masterplan documents dated November 2020, with an estimated construction cost of \$3,720,248. This proposed fee applies to a CMGC project delivery method. It is assumed that there will be two (2) independent cost estimates completed by the contractor during the Design Documentation phase.

The Design Team understands the scope of work to be the following:

SCHEMATIC DESIGN SERVICES

Tasks

- Architectural Design – Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
- Structural Design – Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design.
- Mechanical Design – Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
- Electrical Design – Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, and general space requirements.
- Outline specifications detailing design quality standards for development of cost estimate.
- Code Analysis (egress, restroom fixture count, setback requirements, parking requirements).
- Respond to one round of Owner review comments of the 100% Schematic Design documents.
- **Design team will not proceed into next phase of development without owner approval.**

Meetings:

- Task Force Meeting #1: Beginning of SD
Opsis
- Task Force Meeting #2: Mid SD
Opsis
- Task Force Meeting #3: SD Wrap Up/DD Kick off
Opsis
- PMT/User Group Meetings as Required
Opsis
- Gladstone/ Clackamas County Pre-Application Conference
Opsis, KPFF, Bookin

Deliverables:

- Schematic Design Drawings
- Schematic Design Outline Specifications describing quality standards and systems.
- Construction Cost Estimate based on the 100% Schematic Design documents (reference Supplemental Services below)

DESIGN DOCUMENTATION SERVICESTasks

- Architectural Design – Services consisting of preparation of drawings based on approved Schematic Design Documents setting forth in detail the architectural construction requirements for the project.
- Structural Design – Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the structural construction requirements for the project.
- Mechanical Design – Services consisting of preparation of final mechanical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the mechanical construction requirements for the project.
- Electrical Design – Services consisting of preparation of final electrical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the electrical construction requirements for the project.
- Specifications – Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.
- Review and update previously established schedules for the project.
- Participate in one round of consolidated owner design review comments based on the 50% Design Documentation, and one round of consolidated owner design review comments based on the 95% Design Documentation.
- **Assuming CMGC Process:**
 - **Coordinate with CMGC Contractor in the development of construction schedule and project delivery.**
 - **Review updated Construction Cost Estimates as prepared by the CMGC Contractor.**
 - **Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.**

Meetings:

- Task Force Meeting #4: Mid DD/CD Check In
Opsis
- Task Force Meeting #5: Design Completion
Opsis
- Public Design Update #2
Opsis, JLA
- Underrepresented Focus Group #2
Opsis, JLA
- PMT/User Group Meetings as Required
Opsis

Deliverables:

- 50% Design Documentation Issuance (Including Documents and Specifications).
- 95% Design Documentation Issuance (Including Documents and Specifications).
- 100% Bid/Permit Documents Issuance (Including Documents and Specifications).
Construction Cost Estimate based on the 50% Construction Documents Issuance (reference Supplemental Services below)

BIDDING & PERMITTING PHASE (CMGC PROJECT DELIVERY METHOD)

Tasks

- Services consisting of preparation of one (1) Bid Package for either a lump sum bid, or the development of the Guaranteed Maximum Price (GMP) by CMGC Contractor.
- Services consisting of preparation of Addenda as may be required during bidding and including supplementary drawings and specifications.
- Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.

Meetings:

- PMT Meetings as Required
Opsis

SUPPLEMENTAL SERVICES

Tasks

- **Civil** – Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking.
Deliverable: Included in overall bid document package.
- **Landscape** – Services consisting of the design and documentation of above-ground site improvements, including the design of hardscape pedestrian paved areas, landscape plantings, irrigation and site furnishings.
Deliverable: Included in overall bid document package.
- **Task Force Outreach-** Services consisting of facilitating five (5) Task Force Meetings and five (5) associated Task Force pre-meetings. Reference “meetings” above for additional information.
Deliverable: N/A
- **Public Involvement–** Services consisting of the facilitation of two (2) Public Design Update Events and two (2) Underrepresented Task force events, as well as four (4) planning sessions. Outreach events to provide Spanish translation services as required. This fee will be billed per outreach event. Reference “meetings” above for additional information.
Deliverable: N/A
- **Subcommittee Outreach:** Services consisting of participation in 3 subcommittees comprised of identified Task Force and team members. The identified subcommittees include:
 - Art/History Subcommittee (6 meetings. Facilitated by 3rd Party Art Consultant)
 - Sustainability subcommittee (1 meeting, facilitated by ETO)Deliverable: N/A
- **Design Review** – Services consisting of design development level site drawings, narrative, and storm report for submission to the county as required for Type II Design Review approval.
Deliverable: Type II Design Review submittal
- **Interior Design-** Services consisting of detailed interior space planning, interior design concept development, finishes and materials selection and documentation, and development and documentation of custom interior features.
Deliverable: Included in overall bid document package.

- **Furniture Fixtures and Equipment 'FFE':** Services consisting of preliminary furniture selection, coded layout plans delineating type and quantity, and furniture materials selection, as well as a final furniture schedule. Selections to be based on use of County's preferred furniture vendor(s). Vendor to provide furniture ordering, shipping, receiving, and installation services. County to provide any required bid process and management. Design team to coordinate required equipment; however, all equipment to be selected, procured, and installed by the County.
Deliverable: Coded furniture plans and furniture schedule outlining location, quantity, product data, and finish selection.
- **Acoustic Design** – Services consisting of mechanical noise control review and acoustical design coordination based on approved Schematic Design Documentation.
Deliverable: Included in overall bid document package
- **Signage/Wayfinding Design-** Services consisting of sign schedules, sign location plans, fabrication details and specifications based on approved Schematic Design Documentation.
Deliverable: Signage Bid Package
- **Cost Estimating** – Detailed quantity take-offs and cost estimating for architectural, landscape, civil, electrical, mechanical and structural portions of the work, including one round of reconciliation and minor estimate update.
Deliverable: (2) Construction Cost Estimates based on development of schematic design documents and 50% DD/CD Documents, including up to 2 alternates.
- **Fire Sprinkler/Alarm** – Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.
Deliverable: Included in overall bid document package
- **Data/Communications** – Services consisting of the design and development of final Data/Telecommunications system design drawings and specifications.
Deliverable: Included in overall bid document package
- **Audio/Visual** – Services consisting of the design and development of final AV systems drawings and specifications. This design scope includes infrastructure and distribution required to route audio and video signals to projection and display systems within each required space; specifically A-V equipment racks, projector locations and distribution, A-V floor boxes and outlets, loudspeaker locations, and amplification and sound reinforcement equipment.
Deliverable: Included in overall bid document package
- **Lighting** - Services consisting of interior and exterior lighting design and preparation of final lighting schedule, cutsheets, drawings, and calculations.
Deliverable: Included in overall bid document package
- **Building Security** – Services consisting of the design and preparation of building security systems drawings and specifications including a card key access entry system, intrusion detection systems, CCTV, and video surveillance and recording
Deliverable: Included in overall bid document package
- **GET/PV Design** – Design a photo-voltaic system to comply with the state requirement for Green Energy Technology.
Deliverable: Included in overall bid document package

- **Energy Trust of Oregon (ETO) Design/Documentation:** Early Design assistance meeting facilitated by ETO to establish baseline incentives, including required documentation of charette and coordination of incentives.
Deliverable: ETO Early Design Assistance Meeting Minutes

- **Energy Consulting/Modeling-** Services consisting of energy analysis including:
 1. Provide energy analysis to meet ETO requirements.
 2. Provide life-cycle-cost analysis.
 3. Review design documents and identify energy conservation measures (ECMs).
 4. Develop a baseline building energy model using eQuest or IES hourly energy simulation program.
 5. Analyze ECM energy and cost savings.
 6. Coordinate with design team on ECM costs.
 7. Analyze ECM cost effectiveness.
 8. Provide energy-efficient design input to design team.
 9. Document and submit analysis results.
 10. Respond to review comments.
 11. Prepare submittals on behalf of Owner for incentives and credits.Deliverable: Energy Analysis Report & ETO incentive submittal forms

- **Daylight Modeling:** Utilize IES or other modeling program to provide daylighting design verification, including feedback and effectiveness of window and skylight placement and properties as well as architectural color choices.
Deliverable: Daylight Analysis Report

- **Placemaking/Graphics** – Design and documentation of up to (1) graphic wall.
Deliverable: Included in Signage Bid Package

OPTIONAL SERVICES

The following optional services are excluded from the contract sum amount.

- Traffic Analysis
- ETO Design/Documentation
- Energy Consulting/Modeling
- Daylight Modeling
- Commissioning
- Ventilation Modeling
- Renderings
- Building Envelope
- Multiple Bid Packages (Including, but not limited to separate existing building demolition package)
- Rainwater Harvesting Analysis
- Record Documents
- Any printing required for Public Engagement Events, Task Force Meetings, or User Groups.

CONSTRUCTION ADMINISTRATION PHASE

Construction administration and project closeout services are excluded from the scope of work of this contract. For owner planning purposes, a rough order of magnitude estimate of fee for construction administration services is **\$217,500** not including an owner's design contingency or reimbursable expenses. Recommended in conjunction with this scope of work would be an optional service of 'Enhanced CA' to provide an additional 12 hours/week of construction administration support. For owner planning purposes, a rough order of magnitude estimate of fee for this service would be **\$72,000**, for a total construction administration fee of **\$289,500**.

OWNER'S CONTINGENCY

Goal: To provide for additional meetings or design scope. The contingency will only be authorized by written approval of the County's project manager.

- Allowance as indicated on Exhibit E.1 Fee Summary.

COUNTY'S RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the project, including a written program, which shall set forth the County's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Program will be reviewed at a preliminary PMT meeting and confirmed at Task Force Meeting #1.

The County shall identify a representative authorized to act on the County's behalf with respect to the project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall establish the County's budget for the project, including (1) the budget for the Cost of the Work as defined (2) the County's other costs; and, (3) reasonable contingencies related to all these costs. The County shall update the County's budget for the project as necessary throughout the duration of the project until final completion. If the County significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the Contractor. The County and the Contractor shall thereafter agree to a corresponding change in the project's scope and quality.

The County shall identify a representative authorized to act on the County's behalf with respect to the Project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The County shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The County shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the County shall furnish copies of the scope of services in the contracts between the County and the County's consultants. The County shall furnish the services of consultants other than those designated as the responsibility of the Contractor in this Agreement or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Project. The County shall require that its consultants and General Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The County shall furnish tests, inspections and reports required by law or the work product, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the County's needs and interests.

End of Scope of Work.

March 18th, 2021 Revision 3

Reference: **Exhibit D.2 – Concord Scope of Work**
 Concord Property - (NCPRD Community Center, Park and Oak Lodge Library)
Proposal for Additional Services: Design- Bidding Services

SCOPE OF WORK

Work in this Contract Amendment will consist of the preparation of Schematic Design, Design Development Documents, Construction Documents, as well as bidding and permitting services.

The following scope of work and lump sum fee are based upon the final draft masterplan documents dated November 2020, as well as the construction cost estimate dated November 12, 2020 with an estimated construction cost of \$26,081,261. This proposed fee applies to a CMGC project delivery method. It is assumed that there will be two (2) independent cost estimates completed by the contractor during the 'Design Development' phase and two (2) independent cost estimates completed by the contractor during the Construction Document' phase.

The Design Team understands the scope of work to be the following:

SCHEMATIC DESIGN SERVICES

Tasks

- Architectural Design – Services responding to scope of work (program/pre-design) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
- Structural Design – Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design.
- Mechanical Design – Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
- Electrical Design – Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, and general space requirements.
- Outline specifications detailing design quality standards for development of cost estimate.
- Code Analysis (egress, restroom fixture count, setback requirements, parking requirements).
- Development of schedules for decision-making, design, and documentation.
- Participate in one round of consolidated owner design review comments based on the 100% Schematic Design Documents
- Design team will not proceed into next phase of development without owner approval.

Meetings:

- Task Force Meeting #1: Beginning of SD
Opsis
- Task Force Meeting #2 – Mid SD

- Opsis*
- District Advisory Committee/DAC Meeting #1
- Opsis*
- User Group/PMT Meetings as Required
- Opsis*
- Clackamas County Review Agencies Preliminary Meeting
- Opsis, KPFF*

Deliverables:

- Schematic Design Drawings
- Schematic Design Outline Specifications describing quality standards and systems
- Construction Cost Estimate based on the 100% Schematic Design documents (reference Supplemental Services below)

DESIGN DEVELOPMENT

Tasks

- Architectural Design – Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, materials selections and equipment layouts.
- Structural Design – Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
- Mechanical Design – Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts and energy conservation measures.
- Electrical Design – Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
- Reviewing and updating schedule for decision-making, design, and documentation.
- Specifications – Services consisting of preparation for agency’s approval of proposed General and Supplementary Conditions of the Contract for construction. Production of design manual including design criteria, and outline specifications of material lists.
- Participate in one round of consolidated owner design review comments based on the 50% Design Development Documents, and one round of consolidated owner design review comments based on the 100% Design Development Documents.
- **Assuming CMGC Process:**
 - **Coordinate with CMGC Contractor in the development of construction schedule and project delivery.**
 - **Review updated Construction Cost Estimates as prepared by the CMGC Contractor.**
 - **Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.**

Meetings

- Task Force Meeting #3 End of SD/DD Kick Off
Opsis
- Task Force Meeting #4 Mid DD
Opsis
- District Advisory Committee/DAC Meeting #2
Opsis
- Public Design Update #1
Opsis, JLA
- Underrepresented Focus Group #1
Opsis, JLA
- User Group/PMT Meetings as Required
Opsis

Deliverables:

- 50% Design Development Documents Issuance (Including Documents and Specifications)
- 100% Design Development Documents Issuance (Including Documents and Specifications)
- Construction Cost Estimate based on the 100% Design Development documents (reference Supplemental Services below)

CONSTRUCTION DOCUMENTSTasks

- Architectural Design – Services consisting of preparation of drawings based on approved Schematic Design Documents setting forth in detail the architectural construction requirements for the project.
- Structural Design – Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the structural construction requirements for the project.
- Mechanical Design – Services consisting of preparation of final mechanical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the mechanical construction requirements for the project.
- Electrical Design – Services consisting of preparation of final electrical engineering calculations, drawings and specifications based on approved Schematic Design Documentation, setting forth in detail the electrical construction requirements for the project.
- Specifications – Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.
- Review and update previously established schedules for the project.
- Participate in one round of consolidated owner design review comments based on the 50% Construction Documents, and one round of consolidated owner design review comments based on the 95% Construction Documents.
- **Assuming CMGC Process:**
 - **Coordinate with CMGC Contractor in the refinement of construction schedule and project delivery.**
 - **Review updated Construction Cost Estimates as prepared by the CMGC Contractor**
 - **Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.**

Meetings:

- Task Force Meeting #5 - Mid CD
Opsis
- Task Force Meeting #6 – Design Completion
Opsis
- Public Design Update #2
Opsis, JLA
- Underrepresented Focus Group #2
Opsis, JLA
- User Group/ PMT Meetings as Required
Opsis
- Clackamas County Review Agencies Pre-Permit Submission Meeting
Opsis, KPFF

Deliverables:

- 50% Construction Documents Issuance (Including Documents and Specifications)
- 95% Construction Documents Issuance (Including Documents and Specifications)
- 100% Bid/Permit Construction Documents Issuance (Including Documents and Specifications)

BIDDING & PERMITTING PHASE (CMGC PROJECT DELIVERY METHOD)

Tasks

- Services consisting of preparation of one (1) Bid Package for either a lump sum bid, or the development of the Guaranteed Maximum Price (GMP) by CMGC Contractor.
- Services consisting of preparation of Addenda as may be required during bidding and including supplementary drawings and specifications.
- Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.

Meetings

- PMT meetings as required.
Opsis

SUPPLEMENTAL SERVICES

Tasks

- **Civil**– Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking.
Deliverable: Included in overall bid document package
- **Landscape** – Services consisting of the design and documentation of above-ground site improvements, including the design of hardscape pedestrian paved areas, landscape plantings, an inclusive play area, irrigation and site furnishings.
Deliverable: Included in overall bid document package

- **Task Force Outreach-** Services consisting of facilitating two (2) DAC Meetings, six (6) Task Force Meetings and six (6) associated Task Force pre-meetings. Reference “meetings” above for additional information.
Deliverable: N/A
- **Public Involvement–** Services consisting of the facilitation of two (2) Public Design Update Events and two (2) Underrepresented Task force events, as well as four (4) planning sessions. Outreach events to provide Spanish translation services as required. This fee will be billed per outreach event. Reference “meetings” above for additional information.
Deliverable: N/A
- **Subcommittee Outreach:** Services consisting of participation in 3 subcommittees comprised of identified Task Force and team members. The identified subcommittees include:
 - Art Subcommittee (6 meetings. Facilitated by 3rd Party Art Consultant)
 - History Subcommittee (3 meetings, facilitated by Opsi/ARG)
 - Sustainability subcommittee (1 meeting, facilitated by ETO)Deliverable: N/A
- **Historic –** Services consisting of the development of a State Historic Preservation Office (SHPO) submittal and a subsequent Memorandum of Agreement (MOA).
Deliverable: Final MOA submittal
- **Land Use Review –** Services consisting of design development level site drawings, narrative, comprehensive traffic study, and storm report for submission to the county as required for a Type III Zone Change and Comprehensive Plan Amendment and Type II Design Review.
Deliverable: Type III Zone Change and Comprehensive Plan Amendment and Type II Design Review submittals
- **Interior Design-** Services consisting of detailed interior space planning, interior design concept development, finishes and materials selection and documentation, and development and documentation of custom interior features.
Deliverable: Included in overall bid document package
- **Furniture Fixtures and Equipment ‘FFE’:** Services consisting of preliminary furniture selection, coded layout plans delineating type and quantity, and furniture materials selection, as well as a final furniture schedule. Selections to be based on use of County’s preferred furniture vendor(s). Vendor to provide furniture ordering, shipping, receiving, and installation services. County to provide any required bid process and management. Design team to coordinate required equipment; however, all equipment to be selected, procured, and installed by the County.
Deliverable: Coded furniture plans and furniture schedule outlining location, quantity, product data, and finish selection.
- **Acoustic Design –** Services consisting of mechanical noise control review and acoustical design coordination based on approved Schematic Design Documentation.
Deliverable: Included in overall bid document package
- **Signage/Wayfinding Design-** Services consisting of sign schedules, sign location plans, fabrication details and specifications.
Deliverable: Signage Bid Package

- **Food Service** – Services consisting of the design and documentation of the commercial kitchen including drawings, development of related food service specifications, and a food service cost estimate.
Deliverable: Included in overall bid document package
- **Building Code – Supplemental** – Additional fire life safety and accessibility reviews at the schematic design, design development and construction documents phases, including one meeting as required with the Jurisdiction to establish compliance framework and streamline code compliance and documentation for the project. **Any required Alternative Means and Methods are excluded from this scope of work.**
Deliverable: Included in overall bid document package.
- **Cost Estimating** – Detailed quantity take-offs and cost estimating for architectural, landscape, civil, electrical, mechanical and structural portions of the work, including one round of reconciliation and minor estimate update.
Deliverable: Two (2) Construction Cost Estimates based on development of Schematic Design Documents and 100% Design Development Documents, including up to two (2) alternates.
- **Fire Sprinkler/Alarm** – Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.
Deliverable: Included in overall bid document package
- **Data/Communications** – Services consisting of the design and development of final Data/Telecommunications system design drawings and specifications.
Deliverable: Included in overall bid document package
- **Audio/Visual** – Services consisting of the design and development of final AV systems drawings and specifications. This design scope includes infrastructure and distribution required to route audio and video signals to projection and display systems within each required space; specifically A-V equipment racks, projector locations and distribution, A-V floor boxes and outlets, loudspeaker locations, and amplification and sound reinforcement equipment.
Deliverable: Included in overall bid document package
- **Lighting** - Services consisting of interior and exterior lighting design and preparation of final lighting schedule, cutsheets, drawings, and calculations.
Deliverable: Included in overall bid document package
- **GET/PV Design** – Design a photo-voltaic system to comply with the state requirement for Green Energy Technology.
Deliverable: Included in overall bid document package
- **Distributed Antennae System Design** - Services consisting of the development of performance-based specs for amplification of emergency responder public radio.
Deliverable: Included in overall bid document package
- **Building Security** – Services consisting of the design and preparation of building security systems drawings and specifications including a card key access entry system, intrusion detection systems, CCTV, and video surveillance and recording
Deliverable: Included in overall bid document package

- **Energy Trust of Oregon (ETO) Design/Documentation:** Early Design assistance meeting facilitated by ETO to establish baseline incentives, including required documentation of charette and coordination of incentives.
Deliverable: ETO Early Design Assistance Meeting Minutes
- **Energy Consulting/Modeling-** Services consisting of energy analysis including:
 1. Provide energy analysis to meet ETO requirements.
 2. Provide life-cycle-cost analysis.
 3. Review design documents and identify energy conservation measures (ECMs).
 4. Develop a baseline building energy model using eQuest or IES hourly energy simulation program.
 5. Analyze ECM energy and cost savings.
 6. Coordinate with design team on ECM costs.
 7. Analyze ECM cost effectiveness.
 8. Provide energy-efficient design input to design team.
 9. Document and submit analysis results.
 10. Respond to review comments.
 11. Prepare submittals on behalf of Owner for incentives and credits.Deliverable: Energy Analysis Report & ETO incentive submittal forms
- **Daylight Modeling:** Utilize IES or other modeling program to provide daylighting design verification, including feedback and effectiveness of window and skylight placement and properties as well as architectural color choices.
Deliverable: Daylight Analysis Report
- **Placemaking/ Graphics:** Design and documentation of up to three (3) Graphic walls.
Deliverable: Included in Signage Bid Package

OPTIONAL SERVICES

The following optional services are excluded from the contract sum amount:

- Ventilation Modeling
- Commissioning
- Building Envelope
- Paging System Design
- Advanced AV Systems Design
- Renderings
- Physical Model (by 3rd Party)
- Special Inspections
- Survey
- Geotech
- Rainwater Harvesting Analysis
- Life Cycle Cost Analysis
- Multiple Bid Packages (Including, but not limited to separate demolition package)
- Record Documents
- Any printing required for Public Engagement Events, Task Force Meetings, or User Groups.

CONSTRUCTION ADMINISTRATION PHASE

Construction administration and project closeout services are excluded from the scope of work of this contract. For owner planning purposes, a rough order of magnitude estimate of fee for construction administration services is **\$932,000**, not including an owner's design contingency or reimbursable expenses.

OWNER'S CONTINGENCY

Goal: To provide for additional meetings or design scope. The contingency will only be authorized by written approval of the County's project manager.

- Allowance as indicated on Exhibit E.2 Fee Summary.

COUNTY'S RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the project, including a written program, which shall set forth the County's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Program will be reviewed at a preliminary PMT meeting and confirmed at Task Force Meeting #1.

The County shall identify a representative authorized to act on the County's behalf with respect to the project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall establish the County's budget for the project, including (1) the budget for the Cost of the Work as defined (2) the County's other costs; and, (3) reasonable contingencies related to all these costs. The County shall update the County's budget for the project as necessary throughout the duration of the project until final completion. If the County significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the Contractor. The County and the Contractor shall thereafter agree to a corresponding change in the project's scope and quality.

The County shall identify a representative authorized to act on the County's behalf with respect to the Project. The County shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The County shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

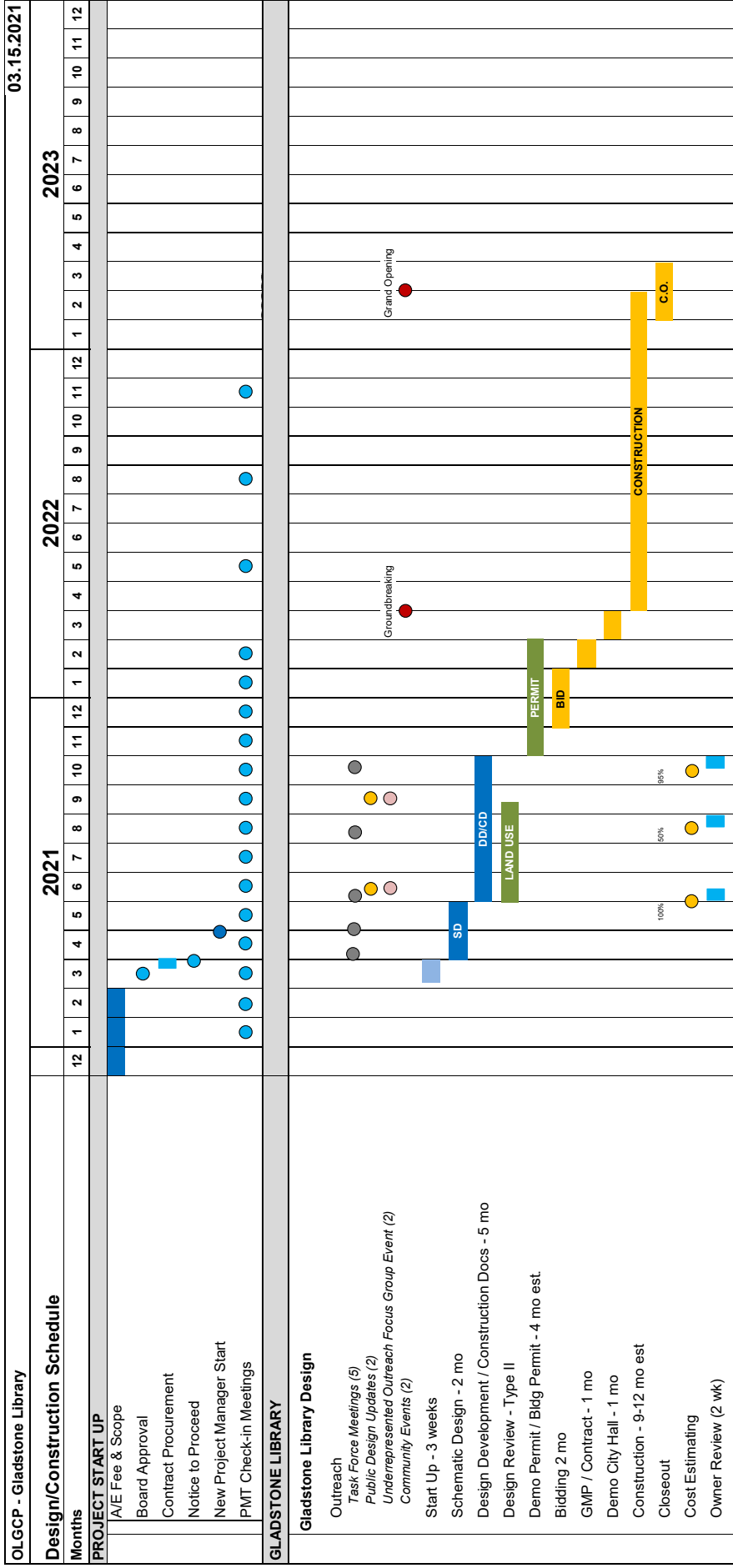
The County shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The County shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the County shall furnish copies of the scope of services in the contracts between the County and the County's consultants. The County shall furnish the services of consultants other than those designated as the responsibility of the Contractor in this Agreement or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Project. The County shall require that its consultants and General Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The County shall furnish tests, inspections and reports required by law or the work product, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the County's needs and interests.

End of Scope of Work.



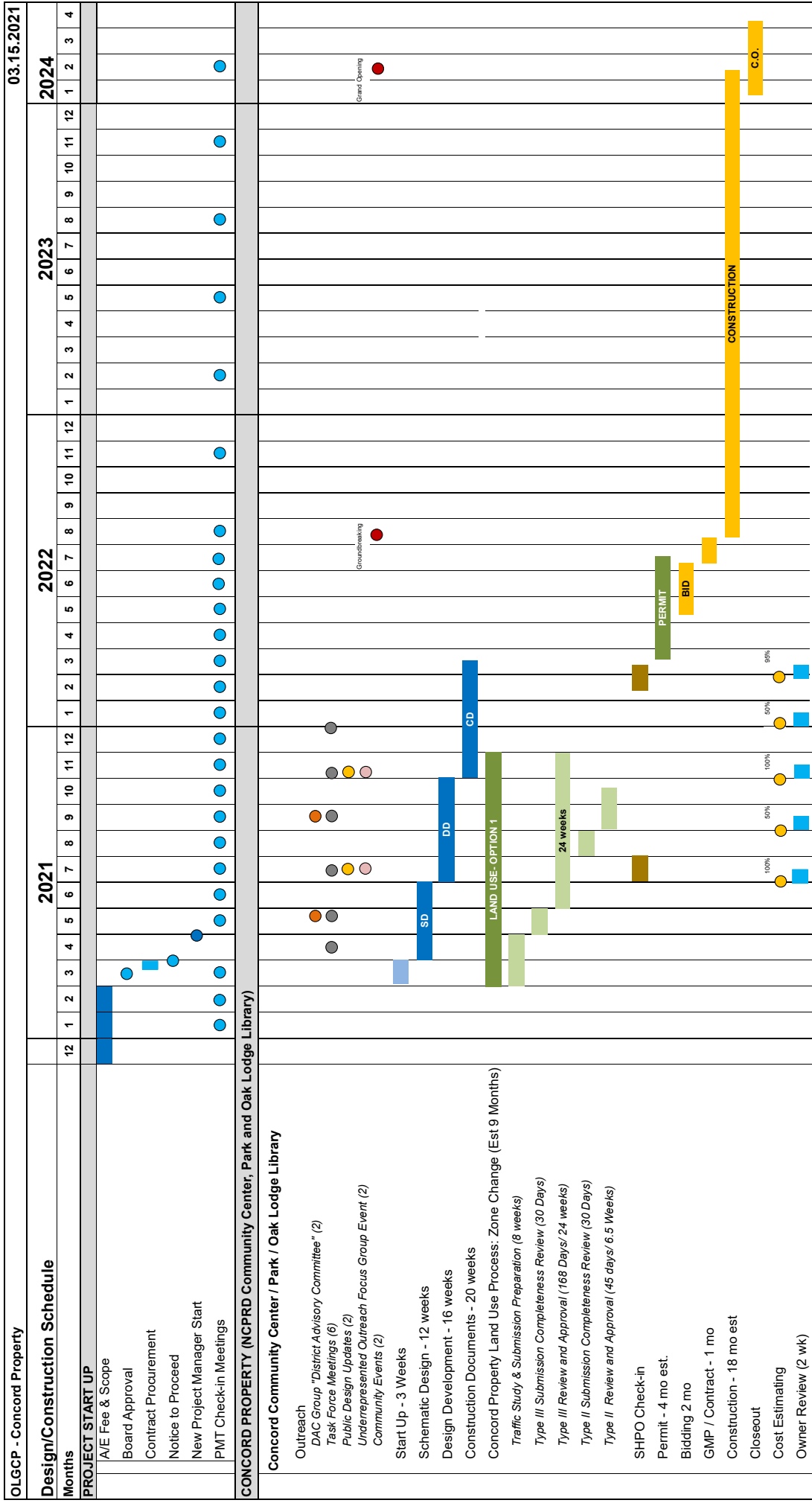


EXHIBIT E
FEE SCHEDULE
E.1 GLADSTONE FEE SUMMARY
E.2 CONCORD FEE SUMMARY

Direct Construction Cost: \$ 3,720,248

A/E FEE SUMMARY		Allowance/ Lump Sum	Schematic Design	Design Documentation	Permit / Bid	SD-PERMIT FEE	% of DCC
Basic Services							
Architectural	Opis + JA		59,040	148,220	13,680	\$220,940	5.94%
Architectural-Asoc.	Johnston Arch		14,800	7,140		\$21,940	0.59%
Structural	Calena		5,325	46,043	2,730	\$54,688	1.47%
Mech/Plumbing	Interface		3,150	37,800	1,050	\$42,000	1.13%
Electrical	Interface		2,100	28,350	1,050	\$31,500	0.85%
Basic Services Subtotal			85,015	267,653	18,510	\$371,078	9.97%
Supplemental Services							
Civil	KPFF	10,500	3,150	13,650		\$32,025	0.86%
Landscape	LHLA	-	17,010	22,365	4,725	\$42,000	1.13%
Task Force Outreach	Opis	25,000	-	-	-	\$25,000	0.67%
Public Involvement	Opis+ JLA	41,000	-	-	-	\$41,000	1.10%
Subcommittee Outreach	Opis	6,000	-	-	-	\$6,000	0.16%
Design Review	Design Team	31,425	-	-	-	\$31,425	0.84%
Interior Design	Opis	-	9,440	33,200	5,440	\$48,080	1.29%
FF&E	Opis	-	-	22,500	-	\$22,500	0.60%
Acoustic	ABD	4,200	-	-	-	\$4,200	0.11%
Signage/Wayfinding	Mayer/Reed	12,075	-	-	-	\$12,075	0.32%
Cost Estimating	ACC	-	10,341	13,230	-	\$23,571	0.63%
Fire Sprinkler/Alarm	Interface	8,400	-	-	-	\$8,400	0.23%
Data/Telecommunications	Interface	3,150	-	-	-	\$3,150	0.08%
Audio/ Visual	Interface	3,150	-	-	-	\$3,150	0.08%
Lighting (Interior/Exterior)	Interface	10,500	-	-	-	\$10,500	0.28%
1.5% GET PV Design	Interface	3,150	-	-	-	\$3,150	0.08%
Building Security (design)	Interface	3,150	-	-	-	\$3,150	0.08%
ETO Design/Documentation	Opis + Interface	14,100	-	-	-	\$14,100	0.38%
Energy Consulting / Modelling	Interface	13,650	-	-	-	\$13,650	0.37%
Daylight Modeling	Interface	4,200	-	-	-	\$4,200	0.11%
Placemaking/Graphics	Mayer/Reed	-	-	-	-	\$6,300	0.17%
Supplemental Services Subtotal		\$255,050	\$39,941	\$104,945	\$12,790	\$412,726	10.92%
TOTAL A/E FEE		\$255,050	\$124,987	\$372,498	\$31,300	\$783,804	20.90%
Contingency Budget						\$58,785	1.56%
Reimbursable Budget						\$5,000	0.13%
TOTAL PROJECT FEE						\$847,689	22.61%

Comments
JA Assist Library Specialist
(5) TF Meetings and associated planning meetings: \$5,000 per meeting (2) Public Design Updates, (2) Underrepresented Focus Group Meetings: \$10,250 per meeting (6) Art/History Subcommittee Meetings: \$1,000 per meeting
JA Assist JA Assist
7.5% of Fee Total



Clackamas County / North Clackamas Parks and Recreation District
Concord Community Center / Park and Oak Lodge Library
03.15.2021

Direct Construction Cost: \$ 26,081,261

AE FEE SUMMARY	Allowance/ Lump Sum Fee	Schematic Design	Design Development	Construction Documents	Permit / Bid	SD-Permit SUBTOTAL	% of DCC
Basic Services		253,080	400,684	432,260	56,240	1,142,264	4.38%
Architectural		24,600	32,800	11,240	5,280	73,920	0.28%
Architectural-Assoc.		36,115	97,493	159,863	18,795	314,265	1.20%
Structural		39,900	109,200	172,200	8,400	329,700	1.26%
Mech/Plumbing		31,500	86,100	126,000	8,400	252,000	0.97%
Electrical							
Basic Services Subtotal		387,195	726,277	901,563	97,115	2,112,149	8.10%
Supplemental Services							
Civil	54,600	11,550	24,675	44,625	7,350	142,800	0.55%
Landscape	-	29,400	41,370	53,550	3,885	128,205	0.49%
Task Force/DAC Outreach	40,000	-	-	-	-	40,000	0.15%
Subcommittee Outreach	17,985	-	-	-	-	17,985	0.07%
Public Involvement	41,000	-	-	-	-	41,000	0.16%
Historic	26,754	-	-	-	-	26,754	0.10%
Land Use Application	27,850	-	-	-	-	27,850	0.11%
Interior Design	19,300	19,300	36,100	47,000	5,600	108,000	0.41%
FF&E	70,000	-	-	-	-	70,000	0.27%
Acoustic	15,750	-	-	-	-	15,750	0.06%
Signage/Wayfinding	-	2,625	21,000	21,000	1,050	45,675	0.18%
Food Service	-	1,418	1,890	3,780	189	7,277	0.03%
Bldg Code-Supplemental	18,900	-	-	-	-	18,900	0.07%
Cost Estimating	-	15,444	17,823	-	-	33,267	0.13%
Fire Sprinkler/Alarm	-	-	7,875	9,450	525	17,850	0.07%
Data/Telecommunications	-	-	4,200	5,775	525	10,500	0.04%
Audio/ Visual	-	-	5,250	7,350	840	13,440	0.05%
Lighting (Interior/Exterior)	-	-	12,600	21,000	2,625	36,225	0.14%
1.5% GET/PV Design	-	-	4,200	5,250	-	9,450	0.04%
Distributed Antennae System Design	-	-	1,050	3,675	-	4,725	0.02%
Building Security (design)	-	-	2,625	7,350	525	10,500	0.04%
ETO Design/Documentation	17,250	-	-	-	-	17,250	0.07%
Energy Consulting / Modeling	25,200	-	-	-	-	25,200	0.10%
Daylight Modeling	10,500	-	-	-	-	10,500	0.04%
Placemaking/Graphics	18,900	-	-	-	-	18,900	0.07%
Supplemental Services Subtotal	\$384,689	\$79,737	\$180,658	\$229,805	\$23,114	\$898,003	3.44%
TOTAL A/E FEE	\$553,454	\$466,932	\$906,934	\$1,131,368	\$120,229	\$3,010,152	11.54%
Contingency Budget						\$150,508	0.58%
Reimbursable Budget						\$5,000	0.02%
TOTAL PROJECT FEE						\$3,165,659	12.14%

Comments
J/A Assist Library Specialist
(6) TF and (2) DAC Meetings and associated planning meetings: \$5,000 per mtg (6) A/E Subcommittee Meetings: \$1,000 per meeting, (3) History Subcommittee: \$4,000 per mtg (2) Public Design Updates, (2) Underrepresented Focus Group Meetings: \$10,250 per mtg Architectural, Civil, Landscape Support for Land Use, NIC Bookin or GTE J/A Library assist J/A Library assist
5% of total AE Fee